



Town of Archer Lodge

AGENDA

Regular Council Meeting

Monday, November 6, 2023 @ 6:30 PM

Jeffrey D. Barnes Council Chambers

NCGS § 143-318.17. Disruptions of official meetings.

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

Page

1. WELCOME/CALL TO ORDER:

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

2. APPROVAL OF AGENDA:

3. OPEN FORUM/PUBLIC COMMENTS:

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

4. PLANNING/ZONING REPORT:

- 4 - 6 4.a. Code Enforcement Monthly Report
[Archer Lodge Monthly Report](#)

5. RECOGNITION/PRESENTATION:

- 7 5.a. Proclamation - Veterans Day 2023
[Proclamation - Veterans Day 2023](#)

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 8 6.a. Discussion and Possible Action of Approving the Resolution Adopting the 2024 Town Council Meeting Schedule (Resolution# AL2023-11-06a)

[AL2023-11-06a Resolution Adopting the 2024 Town Council Meeting Schedule](#)

- 9 6.b. Discussion and Possible Action of Approving the Resolution Adopting the 2024 Holiday Schedule (Resolution# AL2023-11-06b)
[AL2023-11-06b Resolution Adopting the 2024 Holiday Schedule](#)
- 10 - 15 6.c. Discussion and Possible Action of Approving the CodeWright Land Use Plan Update Letter Agreement
[Archer Lodge Land Use Plan Letter Agreement 10-16-23](#)
- 16 - 17 6.d. Discussion and Possible Action of Approving the Resolution Supporting the Study of a Water and Sewer Authority in Johnston County (Resolution# AL2023-11-06c)
[AL2023-11-06c Resolution Supporting the Study of a Water and Sewer Authority in Johnston County](#)
- 6.e. Discussion and Possible Action of Appointing a Town of Archer Lodge Representative for the Central Pines Regional Council (Formerly TJCOG)
- 18 6.f. Discussion and Possible Action of Adopting the Town of Archer Lodge Bereavement Leave Policy
[Bereavement Leave Policy](#)
- 19 6.g. Discussion and Possible Action of Adopting the Town of Archer Lodge Personal Leave Policy
[Personal Leave Policy](#)
- 20 6.h. Discussion and Possible Action of Adopting the Town of Archer Lodge Leave Without Pay Policy
[Leave Without Pay Policy](#)
- 21 - 22 6.i. Discussion and Possible Action of Adopting the Town of Archer Lodge Family and Medical Leave Policy
[Family and Medical Leave Policy](#)
- 23 6.j. Discussion and Possible Action of Adopting the Town of Archer Lodge Family and Medical Leave - Retention and Continuation of Benefits Policy
[Family and Medical Leave - Retention and Continuation of Benefits Policy](#)
- 24 - 25 6.k. Discussion and Possible Action of Adopting the Town of Archer Lodge Family and Medical Leave - Leave Process and Certification Policy
[Family and Medical Leave - Leave Process and Certification Policy](#)
- 26 6.l. Discussion and Possible Action of Adopting the Town of Archer Lodge Family and Medical Leave - Paid Leave Policy

[Family and Medical Leave - Paid Leave Policy](#)

7. TOWN ATTORNEY'S REPORT:

8. TOWN ADMINISTRATOR'S REPORT:

9. ASSISTANT TOWN ADMINISTRATOR/FINANCE OFFICER'S REPORT:

27 - 29 9.a. Interim Financial Reports for September 2023
[SEPTEMBER 2023 - ALL FUNDS](#)
[SEPTEMBER 2023 - YTD COMP](#)

30 - 34 9.b. Up-To-Date Project Funds
[10.30.23 - PARK PROJECT_PARTF FUND 41](#)
[10.30.23 - ARPA FUND 42](#)
[10.30.23 - SCIF FUND 43](#)

10. HUMAN RESOURCES OFFICER/TOWN CLERK'S REPORT:

11. PARKS AND RECREATION DIRECTOR'S REPORT:

12. MAYOR'S REPORT:

13. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

14. ADJOURNMENT:



PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Archer Lodge

Updated
October 2023

ADDRESS	VIOLATION	STATUS
-----	JP/JV	OPEN
111 Coharie Dr	JV/OL	OPEN
147 Coharie Dr	JV/OL	ABATED
148 Sanidine Ln	OL	OPEN
221 Wyndfall Ln	JV	OPEN
2209 Raintree Dr	JV/OL/JP	OPEN
2309 Raintree Dr	JV/JP/OL	OPEN
1113 Wendell Rd	MH	ABATED
483 Wyndfall Ln	JV	ABATED
101 Carrie Dr	JP/OL	ABATED
359 Wyndfall Ln	JP/JV	OPEN
100 Allison Way	JV	OPEN
306 Wyndfall Ln	JV	OPEN
ParID 179000274236	OL	ABATED
12700 Buffalo Rd	JP	ABATED
98 Richmond Dr	JP	ABATED
86 Richmond Dr	JP	ABATED
82 Richmond Dr	JP	ABATED
1013 Deerfield Ct	JP	ABATED
277 CoHarie Dr	JP	ABATED
108 Sprewell Ct	JV/OL	OPEN
181 Tamadge Farm Rd	OL	ABATED
38 S Murphrey Rd	OL	OPEN
110 Tecumseh Ct	JV/OL	OPEN
131 Ottawa Ct	JV	OPEN
108 Seminole Dr	OL/Pool	OPEN
101 Coharie Dr	JP/JV	OPEN
113 Chatham	JP/OL	OPEN
12910 Buffalo Rd	JP/OL	OPEN
210 Wyndfall ln	JP	OPEN



PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Archer Lodge

Updated
October 2023

261 Wyndfall Ln	JP/OL	OPEN
122 Loop Rd	ZV/JV	OPEN
388 Wyndfall Ln	JP	OPEN

HIGHLIGHTS

- 10 Notice of Violations were issued.
- 12 Cases abated.
- 15 Signs picked up.
- 10 new cases were open, and I conducted follow ups on previously open cases.
- 1113 Wendell Road is abated the burnt remains of the house have been demolished and cleared.

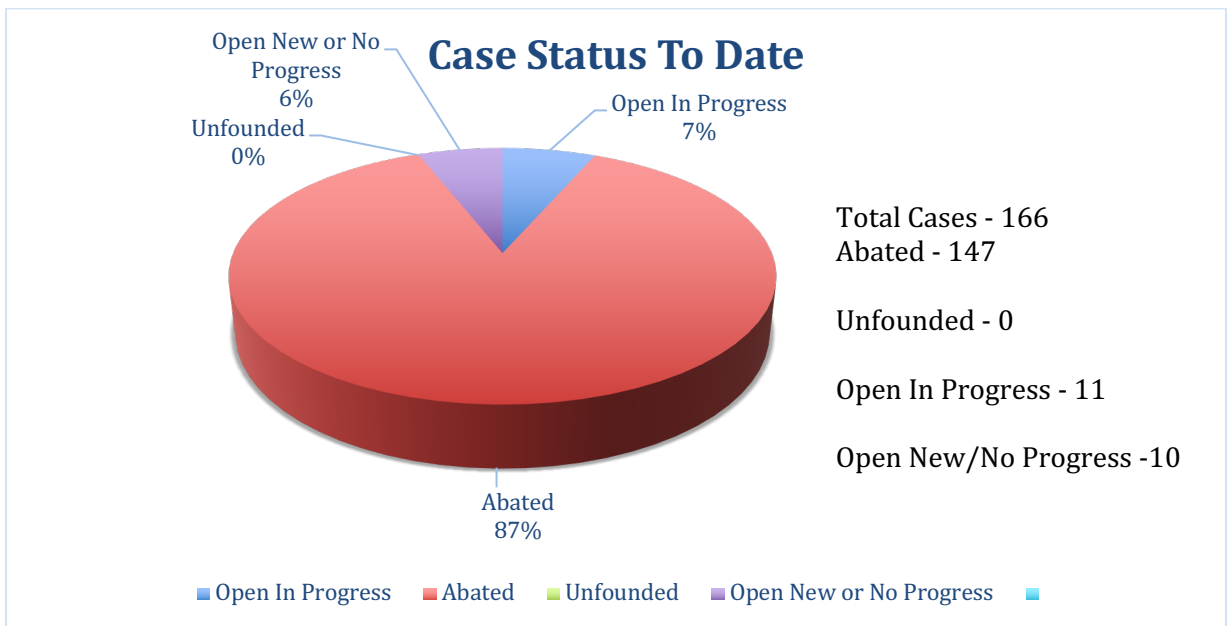
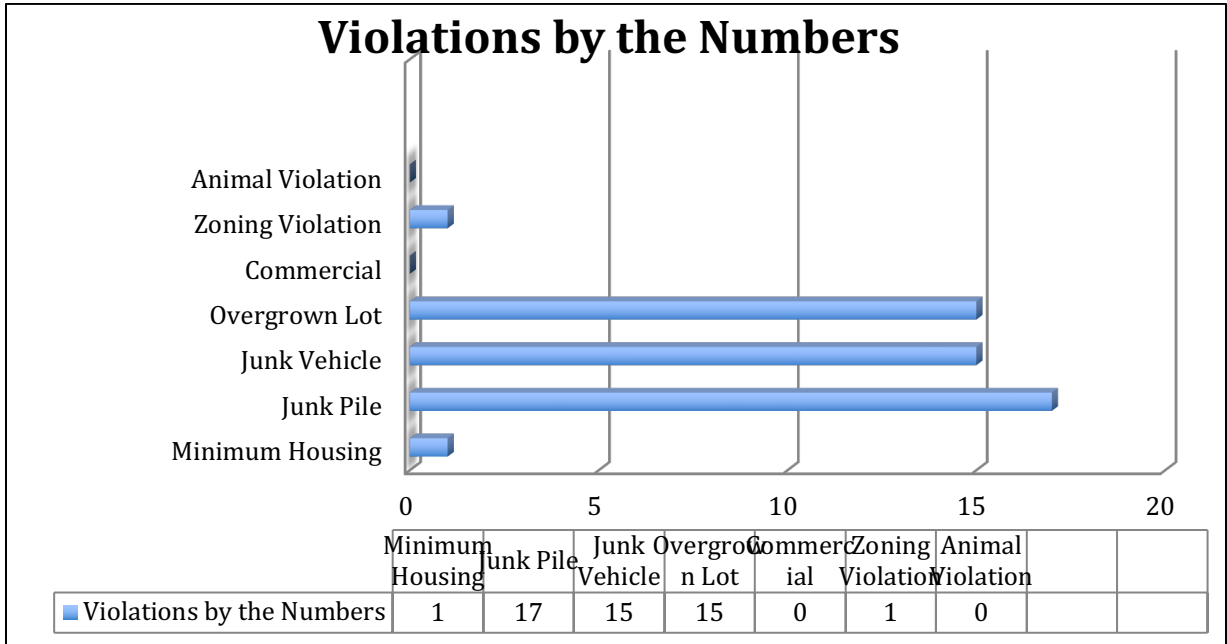


PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Archer Lodge

Updated
October 2023





Proclamation



VETERANS DAY - 2023

WHEREAS, for decades America has paused on the 11th of November, the anniversary of the armistice that concluded World War I, to remember and to honor our veterans of military service in proud and grateful recognition of the hardships and sacrifices by the millions of men and women who have defended our land in war and in peace; and

WHEREAS, the freedoms we enjoy have been purchased and maintained at a high price, as Americans have been willing, throughout our history, to fight and die to preserve their individual rights as guaranteed in the United States Constitution and the Bill of Rights; and

WHEREAS, Americans owe a great debt to all those who have served in defense of this nation throughout the generations; for their sacrifices, often resulting in permanent injury or death, which have preserved our unique form of government dedicated to human rights and respect for the individual, and preserved our freedoms and promise of liberty as an example for oppressed persons of the world; and

WHEREAS, in honor of these dedicated men and women, we pledge our continued defense of our nation so that their sacrifice will stand before the entire world as a tribute to the spirit and determination of a people dedicated to the principle of freedom and democracy.

NOW, THEREFORE, LET IT BE PROCLAIMED by the Honorable Mayor and the Town Council of the Town of Archer Lodge, North Carolina, that November 11, 2023 be recognized as

Veterans' Day

The town encourages citizens to commend its observance.

Proclaimed this the 6th day of November 2023.

Matthew B. Mulhollem
Mayor

ATTEST:

Jenny Martin
Town Clerk



**TOWN OF ARCHER LODGE
RESOLUTION ADOPTING THE 2024
TOWN COUNCIL MEETING SCHEDULE**

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

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

WHEREAS, the Work Sessions for the Archer Lodge Town Council are held the third Monday of the month at 6:00 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			
2024 CALENDAR			
TOWN COUNCIL MEETINGS			
MONTH	REGULAR MEETING	WORK SESSION	BUDGET RETREAT
January	Monday, Jan 8	Monday, Jan 22	
February	Monday, Feb 5		Monday, Feb 19
March	Monday, Mar 4		Monday, Mar 18
April	Monday, Apr 1	Monday, Apr 15	
May	Monday, May 6	Monday, May 20	
June	Monday, Jun 3		
July	Monday, Jul 8		
August	Monday, Aug 5		
September	Monday, Sep 9	Monday, Sep 23	
October	Monday, Oct 7	Monday, Oct 21	
November	Monday, Nov 4	Monday, Nov 18	
December	Monday, Dec 2		

NOW, THEREFORE, BE IT RESOLVED that the Archer Lodge Town Council hereby adopts the 2024 Town Council Meeting Schedule as presented.

DULY ADOPTED ON THIS 6th DAY OF NOVEMBER 2023 WHILE IN REGULAR SESSION.

ATTEST:

(SEAL)
Jenny Martin
Town Clerk

(SEAL)
Matthew B. Mulhollem
Mayor



**TOWN OF ARCHER LODGE
RESOLUTION ADOPTING THE 2024 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 2024 Holiday Schedule was retrieved from the State of North Carolina website <https://oshr.nc.gov/state-employee-resources/benefits/leave/holidays#2024-2618>

2024 Holiday Schedule		
Holiday	Observance Date	Day of Week
New Year's Day	January 1st	Monday
Martin Luther King Jr's Birthday	January 15th	Monday
Good Friday	March 29th	Friday
Memorial Day	May 27th	Monday
Independence Day	July 4th	Thursday
Labor Day	September 2nd	Monday
Veterans Day	November 11th	Monday
Thanksgiving	November 28th & 29th	Thursday & Friday
Christmas	December 24th, 25th & 26th	Tuesday, Wednesday & Thursday

NOW, THEREFORE, BE IT RESOLVED that the Archer Lodge Town Council hereby adopts the 2024 Holiday Schedule as presented.

DULY ADOPTED ON THIS 6th DAY OF NOVEMBER 2023 WHILE IN REGULAR SESSION.

ATTEST:

(SEAL)
Jenny Martin
Town Clerk

(SEAL)
Matthew B. Mulhollem
Mayor

To: Brian Chadwick, Manager, Town of Archer Lodge
From: Chad Meadows, CodeWright
Date: 10-16-23
CC: Angie Manning, Angie Manning Consultants
RE: Land Use Plan Update Letter Agreement



(Sent via electronic mail)

LETTER AGREEMENT

This document is a letter agreement that includes a scope of work update to Archer Lodge's Land Use Plan. This agreement sets out seven tasks, a five-month schedule, and a not-to-exceed budget of \$30,000 for the completion of a land use plan update.

The Town's current Land Use Plan was adopted in 2015 and is in need of an update. The current Plan relies on census data from 2000, and includes land use goals that have largely been accomplished. In 2019 the General Assembly overhauled the State's planning enabling legislation and included Section 150D-501 which mandates the adoption and 'reasonable maintenance' of a land use plan for local governments who wish to exercise zoning authority (while the Statutes stop short of mandating a plan update schedule, 5-to-10 years between updates is generally considered reasonable). In addition, the Town is in the process of considering its first extraterritorial jurisdiction request from Johnston County, and needs to show a good faith effort in planning for the area that may be included within an ETJ request.

This scope of work for a land use plan update includes the following seven tasks:

1. Existing Conditions Report
2. Public Forum 1 (Existing Conditions)
3. Citizen Survey (on-line)
4. Vision & Goals
5. Public Forum 2 (Vision & Goals)
6. Draft Plan/Future Land Use Map
7. Adoption Process

Given this year's experience with the General Assembly and House Bill 675, a bill to abolish extraterritorial jurisdiction altogether, time is of the essence if the Town is to request the establishment of an extraterritorial jurisdiction. As such, this project has an expedited schedule of approximately five months, with completion anticipated by mid-March 2024 (assuming the Town is able to execute this agreement before the end of October). The not-to-exceed budget for this effort amounts to \$30,000, not including the preliminary efforts associated with data collection and mapping that have already been undertaken (see Taks 1 for description for details).

The following paragraphs go into greater detail about the scope of work, schedule, and budget. This agreement includes a signatory block on Page 5, and is followed by basic contractual provisions. CodeWright is prepared to commence completion of this work upon execution of this agreement.



Task 1 Existing Conditions Report

The Existing Conditions Report is a comprehensive update of the demographic and socio-economic data for the Town of Archer Lodge. It also includes a map of existing land uses for the Town and the area beyond the corporate limits that may be the subject of an ETJ request to Johnston County. It also includes a set of population projections for the Town. This information is prepared in the form of a stand-alone report but is formatted to become the first chapter of the updated Land Use Plan.

Work on the data collection, mapping, and population projections has already begun based on prior conversations with Town staff. Data collection, mapping, and population projection has a budget of \$4,000, and is billed under the Continuing Services contract. Organization of the existing conditions information into a report and presentation of this report to the Town Council is included under Task 1.

The data and maps will be assembled into a basic document format that will be used throughout the updated Land Use Plan. Following preparation of the document, the consulting team will travel to Archer Lodge to present this information to the Town Council during a work session (the Town may wish to make this work session a joint session with the Planning Board, who is the body charged with the preparation of a land use plan under the General Statutes). The team will overview the project scope and schedule, discuss the new data, existing land use map, and population forecasts. The team will answer questions, collect feedback, and make any necessary revisions following the work session.

Task 2 Public Forum 1 (Existing Conditions)

Approximately one week after completion of the work session described in Task 1, the consulting team will conduct Public Forum One. This is a series of two open house meetings conducted at Town Hall; one during the day, and one at 6:30 PM. Each open house meeting will last for 1.5 hours and consist of a formal presentation of the project scope and schedule, discussion of the rationale behind the ETJ extension opportunity, and an overview of the Existing Conditions Report presented in Task 1. Each open house meeting will also include an opportunity for participants to ask questions about the project and provide feedback that will be included in the report on Public Forum One to be included in the Plan's Appendix. Most importantly, the open house meetings will notify participants about the upcoming on-line citizen's survey about issues for the Town to address in the updated land use plan.

Task 3 Citizen Survey (on-line)

One week after completion of Public Forum 1 (Task 2), the consulting team will forward a draft set of questions to be included within an on-line survey for Town staff review and comment. The survey will be conducted on-line through Survey Monkey, and will include a series of questions about the issues and challenges facing the Town, areas in need of more attention, identification of future goals, and questions about establishment of an ETJ. The survey will include a blend of questions with discrete answer choices and blocks where open-ended responses may be provided.

Following review and comment on the questions by Town staff in early December, the consulting team will modify the survey and publish it. Respondents will have two weeks to complete the on-line survey. We recommend the Town maintain paper copies at Town Hall for those unwilling to complete the digital version. It would be a good idea for the Town to provide some sort of notice to the community about the survey (including the sign at Town Hall, utility billing, a newsletter, or other means).

Following the two-week window for completion of the survey, the consulting team will compile the results and prepare a report for inclusion in the Plan. The report will be forwarded to Town staff for distribution to Town officials and members of the public. Feedback in the survey (and collected from Tasks 1 & 2) will be used to prepare the draft versions of the Vision and plan goals in Task 4.

Task 4 Vision & Goals

Approximately one week after completion of the on-line survey report in Task 3, the consulting team will assemble a draft vision statement intended to refine the current vision found on Page 54 of the current land use plan. The consulting team will also prepare a short series of land use goals for the future based on the feedback collected to date. Goals will be organized into one or more different themes. The total number and breadth of land use goals should not exceed the realm of what is possible within a five-to-seven-year timeframe, given the Town's current resources.

Upon completion, the draft versions of the vision statement and proposed land use goals will be forwarded to Town staff for review.

Task 5 Public Forum 2

Shortly after transmittal of the draft vision and land use goals prepared in Task 5, the consulting team will return to Archer Lodge for Public Forum 2. The second public forum will be structured more like a public workshop than an open house. Following an initial presentation of the results of the citizen survey conducted in Task 3, participants will be asked to consider the vision statement and provide anonymous feedback on individual reactions. The workshop will also include an overview of the proposed goals, and ask participants to rank the goals and identify any missing goals for the Town's consideration.

As with Public Forum 1, two sessions will be held, one during the day, and one in the evening. It is hoped that Town officials (Town Council and Planning Board members) can attend the session planned for the day. Feedback collected during the public forum will be included in the report on Public Forum Two in the Plan's Appendix.

A portion of each workshop should be devoted to the issue of ETJ expansion with a focus on collecting input from affected residents and answering their questions about the process.

Task 6 Draft Plan/Future Land Use Map

Immediately following completion of Public Forum 2, the consulting team will begin preparing the Land Use Plan update. The first chapter will include the Existing Conditions data compiled and discussed in Tasks 1 and 2. The results of public engagement in Tasks 2 through 5. The vision statement and goals assembled in Task 4. A draft future land use map that identifies future land use designations, allowable densities, and corresponding zoning district classifications (including land to be located within the potential ETJ request area). An action plan, or implementation schedule for pursuing the goals identified in the plan. Appendices of supporting material, such as the survey results document and the input collected during at public forums.

After plan drafting and assembly, a draft version of the land use plan and a draft of the future land use map will be sent to Town staff for review. The consulting team will facilitate a teleconference meeting with Town staff to answer questions, collect feedback, and make revisions. Shortly after completion of revisions, the consulting team will return to Archer Lodge



for a joint workshop presentation to the Town Council and Planning Board to overview the draft Land Use Plan and future land use map. This workshop should take place in early February 2024

Task 7 Adoption Process

Following completion of the work session in Task 6, the consulting team will make all identified revisions and produce the Adoption version of the Land Use Plan and associated future land use map. The Adoption Version will be forwarded to Town staff for posting and advertisement. The consulting team will make two trips to Archer Lodge to present the Plan to the Planning Board and the Town Council (during the adoption hearing).

Following adoption, the consulting team will make all necessary revisions to the Plan text and future land use map, produce the adopted versions, and forward all digital files (including GIS shapefiles) to Town staff for their use. This scope of work anticipates the adoption process to be completed within 4 weeks, or no later than mid-March, 2024.

Assistance with the request to Johnston County for establishment of an extraterritorial jurisdiction would take place under the existing Continuing Services Agreement between CodeWright and Archer Lodge rather than this Agreement, which is solely for the update of the Town’s Land Use Plan.

Proposed Schedule

The following table sets out a tentative schedule for the project, that may be revised as the project progresses. Time is of the essence given the potential likelihood for a revised ETJ abolition bill that may be promulgated during the upcoming “short” session in 2024. The proposed schedule is optimistic and anticipates adoption of the updated plan within a five-month window assuming execution of this agreement before November 1, 2023.

Archer Lodge Land Use Plan Update Schedule	
Task Number and Name	Anticipated Date of Completion
Agreement Execution	Before October 31, 2023
Task 1: Existing Conditions Report	2 nd half of November, 2023
Task 2: Public Forum One	Early December, 2023
Task 3: Citizen Survey	December 31, 2023
Task 4: Vision & Goals	1 st week of January, 2024
Task 5: Public Forum Two	2 nd week of January, 2024
Task 6: Draft Plan/Future Land Use Map	Mid-February, 2024
Task 7: Adoption Process	Mid-March, 2024

Proposed Budget

The following table sets out a proposed project budget, with a not-to-exceed amount of \$30,000. As mentioned previously, data collection, existing land use mapping, potential ETJ boundary identification, and population forecasting is billed under separate cover. This budget includes the assembly and presentation of existing conditions identified in Task 1. With the exception of Task 6, which is billed in two increments, tasks are billed individually upon completion.

Archer Lodge Land Use Plan Update Budget	
Task Number and Name	Task Amount
Task 1: Existing Conditions Report	\$2,500
Task 2: Public Forum One	\$3,000
Task 3: Citizen Survey	\$4,000
Task 4: Vision & Goals	\$3,500
Task 5: Public Forum Two	\$3,750
Task 6: Draft Plan/Future Land Use Map	\$9,250
Task 7: Adoption Process	\$4,000
TOTAL (not-to-exceed)	\$30,000

Signature Block

CODEWRIGHT PLANNERS

TOWN OF ARCHER LODGE

BY:  _____
Chad Meadows, Principal

BY: _____
Brian Chadwick, Town Administrator

DATE: 10-16-23

DATE: _____

The next page includes basic contractual provisions included in this agreement.

Contractual Provisions

- 1. Scope of Services.** The Contractor agrees to provide professional services identified on Pages 1-5 of this Letter Agreement.
- 2. Time of Performance.** The services of the Contractor are to commence on the date of execution of this Agreement by both Client and Contractor, and will be undertaken and completed consistent with the schedule agreed to both parties.
- 3. Method of Payment & Total Project Amount.** The Client shall compensate Contractor for its services in accordance with information included in this Letter of Agreement. Client will pay Contractor within 30 days of receipt of the invoice, as long as the work is satisfactorily completed. By mutual agreement, the Client and Contractor may reallocate the budget among project tasks if the total budget amount remains unchanged.
- 4. Termination of Agreement.** Both the Client and the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof. Notice shall be given at least 30 days before the effective date of such termination. In such event all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall become the Client's property. Contractor shall be entitled to receive compensation in accordance with the Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of termination.
- 5. Changes.** The Client may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the Client and the Contractor, shall be in writing and upon execution shall become part of the Agreement.
- 6. Assignability.** Any assignment or attempted assignment of this Agreement by Contractor without the prior written consent of the Client shall be void; provided, however, that claims for money due or to become due to the Contractor from the Client under this Agreement may be assigned to a bank, or other financial institution, without such approval. Notice of any such assignment or transfer shall be furnished to the Client.
- 7. Audit.** The Client or any of its duly authorized representatives shall have access to any books, documents, papers, and records of Contractor which are pertinent to Contractor's performance under this Agreement, for the purposes of making an audit, examination, or excerpts. The Contractor shall maintain records for three years after the agreement ends.
- 8. Ownership of Documents.** Drawings, specifications, guidelines and other documents prepared by Contractor in connection with this Agreement shall be property of the Client. However, Contractor shall have the right to utilize such documents in the course of its marketing, professional presentations, and for other business purposes.
- 9. Use of Work.** Contractor assigns to Client the right to: 1) reproduce the work prepared under this Agreement; 2) distribute copies to the public; and 3) display the work publicly. Contractor shall have the right to use materials produced in the course of this contract for marketing and other business purposes.
- 10. Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of North Carolina. Contractor shall also comply with all applicable state and federal laws and regulations and resolutions of Client, and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.
- 11. Indemnification.** The Contractor agrees to protect, defend, indemnify and hold the Client and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof and caused by the negligence of the Contractor or subcontractors.
- 12. Independent Contractor.** Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of the Agreement shall be and remain at all times, employees of the Contractor for all purposes. The Contractor, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of Client.
- 13. Extent of Agreement.** This Agreement represents the entire and integrated agreement between the Client and the Contractor and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written Agreement signed by both the Client and the Contractor.
- 14. Mediation.** All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement concerning a breach thereof, may be submitted to non-binding mediation upon agreement of the parties. The cost of said mediation shall be split equally between the parties. Mediation conducted under this Agreement shall occur in Raleigh, North Carolina.
- 15. Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding upon the parties hereto.



**TOWN OF ARCHER LODGE
RESOLUTION SUPPORTING THE STUDY OF A WATER AND SEWER AUTHORITY
IN JOHNSTON COUNTY**

WHEREAS, water and wastewater services are essential to ensuring a community's public health, environmental health, and economic development; and

WHEREAS, Johnston County is among the fastest-growing counties in the state and will continue to see more demand for high-quality water and wastewater services; and

WHEREAS, Johnston County local elected officials have been discussing cooperative opportunities in water and wastewater for several years and wish to move the discussion to action; and

WHEREAS, the Archer Lodge Town Council, supports the provision of safe, reliable, and cost-effective water and sewer services to the residents and businesses of the Town of Archer Lodge; and

WHEREAS, communities working together have proven to be a method to assure reliability, economy of scale, and shared cost when growing, maintaining, and operating water and wastewater system; and

WHEREAS, a discussion group was convened by the Chair of the Johnston County Board of Commissioners with municipal leaders on April 19, 2023. During the meeting, a consensus was reached to formalize an effort to study a water and sewer authority in Johnston County. Further, it was agreed that each local government would be requested to adopt a resolution indicating their support of moving forward with studying the feasibility of a water and sewer authority; and

WHEREAS, those in attendance at the April 19, 2023, meeting asked Central Pines Regional Council of Governments (Triangle J Council of Governments) to provide a draft resolution for the local governments to consider, which would formalize their interest in studying a water and sewer authority and create a Steering Committee for the study; and

WHEREAS, the group asked Central Pines (Triangle J) to take the lead in facilitating the Steering Committee; and

WHEREAS, the Town of Archer Lodge desires to be a supportive and active regional partner for any forthcoming countywide water and sewer authority study,

NOW THEREFORE, BE IT RESOLVED by the Archer Lodge Town Council, we support researching the development of a countywide water and sewer authority, and we support Central Pines Regional Council of Governments (Triangle J Council of Governments) facilitating a Johnston County Water/Sewer Authority Steering Committee. The Steering Committee will include one elected official from each participating community.



Further, we direct staff to collaborate with the effort and participate as requested by the steering committee and/or Triangle J. Further, we appoint **ELECTED OFFICIALS NAME** as the Steering Committee Appointee to represent the Town of Archer Lodge and **ELECTED OFFICIALS NAME** to serve as the alternate to the Steering Committee.

This resolution shall take effect immediately.

**DULY ADOPTED THIS 6th DAY OF NOVEMBER 2023
WHILE IN REGULAR SESSION.**

Matthew B. Mulhollem, Mayor

ATTEST:

Jenny Martin, Town Clerk



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

Bereavement Leave Policy

The Town grants an employee up to three (3) days of bereavement leave at full pay for the death of an immediate family member. Additional time or time for those not covered by the immediate family definition may be charged to compensatory time, vacation, or leave without pay. If an employee has a compensatory balance, then they will be required to use that time first.

Immediate family is defined as spouse, child, parent, guardian, sister, brother, grandparent, grandchildren, plus the various combinations of half, step, in-law, and adopted relationships that can be derived from those named.



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

Personal Leave Policy

A full or part-time employee may be granted Personal Leave for a period of up to twelve (12) months by the Town Administrator. Personal Leave is for situations where the leave or the employee doesn't qualify for Family Medical Leave (FMLA). Personal Leave may be used for reasons of birth or adoption of a child, personal disability, sickness or disability of immediate family members, continuation of education, special work that will permit the Town to benefit by the experience gained or the work performed, or for other reasons deemed justified by the Town Administrator. Employees will be required to exhaust all eligible paid compensatory time, sick leave, and vacation leave before going on a leave without pay status. If an employee has a compensatory balance, then they will be required to use that time first.

The employee shall apply in writing to the Town Administrator for leave. The employee is obligated to return to duty within or at the end of the time determined appropriate by the Town Administrator. Upon returning to duty after being on Personal Leave, the employee shall be entitled to return to the same position held at the time leave was granted or to one of like classification, seniority, and pay.

If the employee voluntarily fails to return to the service of and remain in the employ of the town for the equal duration of the leave received, they will reimburse the town for all costs of associated benefits received while on Personal Leave. If the employee decides not to return to work, the Town Administrator should be notified immediately. Failure to report at the expiration of leave, unless an extension has been requested, shall be considered a resignation.



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

Leave Without Pay Policy

A full or part-time employee that has been approved for a leave of absence and has exhausted all eligible paid leave, will go into a Leave Without Pay status for the remaining leave period. An employee ceases to earn holiday and leave credits on the date leave without pay begins. The employee may continue to be eligible for benefits under the Town's group insurance plans at his or her own expense, subject to any regulation adopted by the Town and the regulations of the insurance carrier. If the Leave Without Pay is for a circumstance that coincides with the Family and Medical Leave Act (FMLA), Personal Leave, or the Uniformed Services Employment and Reemployment Rights Act (USERRA), then the provisions of those policies will apply. Employees will not receive service credit towards retirement while on Leave Without Pay.



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Family and Medical Leave Policy

The Family and Medical Leave Act (FMLA) entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if they had not taken leave. The Town supports the provisions of FMLA in fairness to its employees.

Employee eligibility is based on two requirements:

- 1) Must have a total of at least twelve (12) months of service with the Town.
- 2) Must have worked at least 1,250 hours during the last twelve (12) months of service with the Town.

Eligible employees are entitled to the following:

Twelve (12) workweeks of leave in a twelve (12) month period for the following reasons:

- 1) The birth of a child and to care for the newborn child within one year of birth;
- 2) The placement of a child for adoption or foster care and to care for the newly placed child within one (1) year of placement;
- 3) To care for the employee's spouse, child, or parent who has a serious health condition;
- 4) A serious health condition that makes the employee unable to perform the essential functions of his or her job; (A serious health condition is defined as a condition, which requires inpatient care at a hospital, hospice, or residential medical care facility, or a condition which requires continuing care by a licensed health care provider. This policy covers illnesses of a serious and long-term nature resulting in recurring or lengthy absences. Generally, a chronic or long-term

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health condition which results in a period of incapacity of more than three (3) days would be considered a serious health condition.)

- 5) Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on "covered active duty;" or

Twenty-six (26) workweeks of leave in a twelve (12) month period for the following reason:

- 1) To care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, child, parent, or next of kin (military caregiver leave).

The twelve (12) month period begins on the date that leave is first used in accordance with the Family and Medical Leave Act (FMLA).

If a husband and wife both work for the Town and each wish to take leave for the birth of a child, adoption, or placement of a child in foster care, or to care for a parent (not parent in-law) with a serious health condition, the husband and wife together may only take a total of twelve (12) weeks of leave under FMLA.

An employee who takes leave under this policy will return to the same job or a job with equivalent status, pay, benefits, and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility, and authority.



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Family and Medical Leave – Retention and Continuation of Benefits Policy

When an employee is on Family and Medical Leave (FMLA), the Town will continue the employee's health insurance and other non-leave benefits at the same level and under the same conditions as if the employee had continued to work. If an employee voluntarily fails to return to work for reasons other than a continued serious health condition, they will reimburse the Town for all costs of associated benefits received while on FMLA.

Other insurance and payroll deductions are the responsibility of the employee, and the employee must make those payments for continued coverage of the benefit(s) each month which will be coordinated with the Human Resources Officer and the Finance Officer.



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Family and Medical Leave – Leave Process and Certification Policy

The employee must submit the request for the use of Family and Medical Leave (FMLA) to the Human Resources Officer. Eligibility will be determined; and the request will be approved or denied by the Human Resources Officer. When the leave is foreseeable the employee must submit the request in writing to the Human Resources Officer thirty (30) days in advance or as soon as practical. Unforeseeable leave requests must be made as soon as practical.

Within five (5) business days of receipt of a request for FMLA or knowledge that the leave may be FMLA qualifying, the Human Resources Officer will determine if the employee is eligible for FMLA and provide the employee with a written response using the form **WH-381: Notice of Eligibility and Rights and Responsibilities**. The Human Resources Officer will also notify the Department Head of the request. If the employee is not eligible for FMLA, the Human Resources Officer will also notify the employee within five (5) business days.

The Human Resources Officer will supply the employee that's requesting leave with the necessary medical certification forms. One of the following forms, specific to the type of request, may be supplied to the employee:

- 1) **Form WH-380E or WH-380F: Certification of Health Care Provider for Serious Health Condition**

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- 2) **Form WH-384: Certification of Qualifying Exigency or Military Family Leave**
- 3) **Form WH-385: Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave**

FMLA forms should be completed by a medical professional and submitted to the Human Resources Officer within fifteen (15) calendar days. The Human Resources Officer may contact the health care provider only to authenticate the source of the information or to clarify a meaning of a response. If the certification form is not received within the allotted time, the Town reserves the right to deny leave until the necessary documentation has been received.

FMLA leave approval or denial notices will be given to the employee within five (5) business days of receiving a completed medical certification form or otherwise acquiring enough knowledge to determine whether an employee qualifies for FMLA leave. The Human Resources Officer will provide the employee with form **WH-382: Designation Notice** indicating approval or denial of FMLA leave. After receiving notice of initial approval of FMLA leave, the supervisor and/or the Department Head shall note absences on all subsequent timesheets pertaining to FMLA leave.

The employee is expected to return to work at the end of the allotted time stated in the medical certification form unless he/she has requested additional time. To return to work, the employee must provide a fitness-for-duty certification.

After a reasonable period of leave, the employee must respond to the employer's request for information about the status and intent to return to work. The Town will follow the provisions of the Family and Medical Leave Act.



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Family and Medical Leave – Paid Leave Policy

The Town offers employees up to six (6) weeks of paid Family and Medical Leave within the twelve (12) month period beginning on the date that leave is approved and first used. Employee eligibility is based on the requirements and reasons listed in the Family and Medical Leave policy (Article VII, Section 19). The Family and Medical Leave Act (FMLA) provides unpaid, job protected leave but does not address the lack of income experienced by many employees during the period of necessary leave, which is why the Town is offering employees to take up to six (6) weeks of paid Family Medical Leave. Eligible employees will be allowed to take the six (6) weeks of paid Family and Medical Leave as continuous leave or as intermittent leave/reduced work schedule, whichever is deemed medically necessary. If an employee is approved for Family and Medical Leave past six (6) weeks, that additional time may be charged to compensatory time, vacation, sick leave, or leave without pay. If an employee has a compensatory balance, then they will be required to use that time first. An employee will be required to exhaust all eligible paid leave before going on a leave without pay status. Once the eligible paid leave is exhausted (coordinated with the County's compensatory time, vacation, and sick leave policies), the remaining leave period will be leave without pay.

Additional time away from the job beyond the twelve (12) week period may be approved in accordance with the Town's Personal Leave policy and with the approval of the Human Resources Officer and the Town Administrator.

CAPITAL RESERVE FUND 30

<i>REVENUES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	1,000.00	115.83	1,450.49	145.05%
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	126,000.00	115.83	1,450.49	1.15%
<i>EXPENDITURES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
TRANSFER TO GEN FUND 10	125,000.00	125,000.00	125,000.00	100.00%
TRANSFER TO FUND BALANCE	1,000.00	0.00	0.00	0.00%
TOTALS	126,000.00	125,000.00	125,000.00	99.21%
Y-T-D CAP RESERVE FUND INCREASE (DECREASE)		(124,884.17)	(123,549.51)	

PARK RESERVE FUND 31

<i>REVENUES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	1,000.00	7.04	328.88	32.89%
TRANSFER FROM GEN FUND 10	162,000.00	5,369.11	6,685.65	4.13%
FUND BALANCE APPROPRIATED	0.00	0.00	0.00	#DIV/0!
TOTALS	163,000.00	5,376.15	7,014.53	4.30%
<i>EXPENDITURES</i>	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)		5,376.15	(50,985.47)	

PUBLIC SAFETY RESERVE FUND 32

<i>REVENUES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	1,000.00	1,799.27	5,520.29	552.03%
TRANSFER FROM GEN FUND 10	0.00	0.00	0.00	#DIV/0!
FUND BALANCE APPROPRIATED	199,000.00	0.00	0.00	0.00%
				#DIV/0!
TOTALS	200,000.00	1,799.27	5,520.29	2.76%
<i>EXPENDITURES</i>	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)		1,799.27	5,520.29	



Kim P. Batten

FINANCE OFFICER

ASSISTANT TOWN ADMINISTRATOR



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

GENERAL FUND			
<i>REVENUES</i>	Sep-23	Sep-22	DIFFERENCE
AD-VAL & MOTOR VEHICLE TAXES	113,133.06	93,271.39	19,861.67
SALES TAXES	35,988.16	29,259.80	6,728.36
FRANCHISE TAXES	0.00	0.00	0.00
ALCOHOL BEV TAXES/JO CO ABC DIST	0.00	0.00	0.00
PERMITS AND FEES	525.00	1,775.00	(1,250.00)
FEE IN LIEU OF RECREATION	0.00	0.00	0.00
PARKS & RECREATION FEES	24,630.00	0.00	24,630.00
PARKS & RECREATION RENTALS	480.00	0.00	480.00
PEG CHANNEL SUPPORT	0.00	0.00	0.00
MISCELLANEOUS/ALVM BRICK REVENUES	5.00	1,985.57	(1,980.57)
INVESTMENT EARNINGS	19,196.96	6,862.19	12,334.77
GRANTS (ARPA, SCIF, JO CO OPEN SPACE)	0.00	525,213.37	(525,213.37)
TRANSFER IN FROM CAPITAL RES FND 30	125,000.00	0.00	125,000.00
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)	376,958.18	718,367.32	(341,409.14)
<i>EXPENDITURES</i>	Sep-23	Sep-22	DIFFERENCE
GOVERNING BODY	11,195.94	14,775.93	(3,579.99)
ADMINISTRATION	115,858.69	91,643.00	24,215.69
JO CO TAX COLLECTION FEES	3,115.60	2,608.00	507.60
LEGAL	1,150.00	2,250.00	(1,100.00)
PROPERTY TAXES	0.52	0.00	0.52
PUBLIC BUILDINGS	49,151.73	11,995.89	37,155.84
PEG MEDIA PARTNERS	0.00	0.00	0.00
PUBLIC SAFETY	37,528.28	28,773.36	8,754.92
TRANSPORTATION-PUBLIC WORKS	1,086.48	1,005.19	81.29
PLANNING & ZONING	38,705.61	42,794.15	(4,088.54)
CULTURAL & RECREATION	379,563.28	17,781.18	361,782.10
DEBT SERVICES	95,003.92	97,916.30	(2,912.38)
TRANSFER TO CAP RESERVE	0.00	0.00	0.00
TRANSFER TO PARK RESERVE	6,685.65	8,701.40	(2,015.75)
TRANSFER TO PUBLIC SAFETY RESERVE	0.00	0.00	0.00
TRANSFER TO ARPA & SCIF FUNDS	0.00	525,213.37	(525,213.37)
Y-T-D INCREASE (DECREASE)	739,045.70	845,457.77	(106,412.07)
Y-T-D INCREASE (DECREASE)	(362,087.52)	(127,090.45)	(234,997.07)

Kim P. Batten

FINANCE OFFICER
ASSISTANT TOWN ADMINISTRATOR

PARTF#2020-904

DATE	CHECK #	PAYEE	PO #	ACCT CODE	DESCRIPTION	CHECK AMOUNT LESS TAX	DEPOSIT	RUNNING BALANCE
12/01/19		State of NC			NC Parks & Recreation Trust Fund (PARTF)			-
06/11/20	1342	Susan Hatchell Landscape	20-00292	41-6120-3500	Park Design/Landscape Architecture	20,350.00		(20,350.00)
06/19/20	1349	Soil & Environmental Const	20-00273	41-6120-3500	Soil/Site Evaluation Septic System	3,250.00		(23,600.00)
06/25/20	1356	TerraTech Engineers	20-00282	41-6120-3500	Subsurface/Geotech Engineer Evaluation	3,500.00		(27,100.00)
09/17/20	1437	Susan Hatchell Landscape	20-00292	41-6120-3500	Park Design/Landscape Architecture	20,350.00		(47,450.00)
11/13/20		PARTF Grant		41-3482-0000	REQ #1 & REQ #2		23,725.00	(23,725.00)
11/18/20	1489	Susan Hatchell Landscape	20-00292	41-6120-3500	Park Design/Landscape Architecture	18,315.00		(42,040.00)
02/25/21		PARTF Grant		41-3482-0000	REQ #3		9,157.50	(32,882.50)
03/31/21	1596	Susan Hatchell Landscape	20-00292	41-6120-3500	Park Design/Landscape Architecture	22,385.00		(55,267.50)
04/22/21		PARTF Grant		41-3482-0000	REQ #4		11,192.50	(44,075.00)
06/17/21	1664	Susan Hatchell Landscape	20-00292	41-6120-3500	Park Design/Landscape Architecture	15,262.50		(59,337.50)
09/28/21		PARTF Grant		41-3482-0000	REQ #5		7,631.25	(51,706.25)
07/29/21	1704	Susan Hatchell Landscape	20-00292	41-6120-3500	Park Design/Landscape Architecture	5,087.50		(56,793.75)
12/16/21		PARTF Grant		41-3482-0000	REQ #6		2,543.75	(54,250.00)
03/17/22	1874	Kilian Engineering	22-00172	41-6120-3500	Park Electrical Design (Deposit)	120.00		(54,370.00)
05/05/22	1909	Susan Hatchell Landscape	22-00026	41-6120-3500	Park Design/Landscape Architecture	9,720.00		(64,090.00)
	1909	Susan Hatchell Landscape	22-00204	41-6120-3500	Park Design/Landscape Architecture (2022)	5,335.00		(69,425.00)
05/26/22	1922	J.M. Daniels Construction	22-00177	41-6120-3550	Construction Pay App 1	98,011.50		(167,436.50)
05/31/21		PARTF Grant		41-3482-0000	REQ #7		7,587.50	(159,849.00)
06/16/22	1939	ATC Associates of NC	22-00171	41-6120-3550	Construction Materials Testing	1,269.75		(161,118.75)
06/16/22	1942	J.M. Daniels Construction	22-00177	41-6120-3550	Construction Pay App 2	80,852.60		(241,971.35)
06/16/22	1945	Susan Hatchell Landscape	22-00026	41-6120-3500	Park Design/Landscape Architecture	972.00		(242,943.35)
	1945	Susan Hatchell Landscape	22-00204	41-6120-3500	Park Design/Landscape Architecture (2022)	533.50		(243,476.85)
08/04/22	1993	ATC Associates of NC	22-00171	41-6120-3550	Construction Materials Testing	1,261.50		(244,738.35)
08/04/22	1994	J.M. Daniels Construction	22-00177	41-6120-3550	Construction Pay App 3	191,747.60		(436,485.95)
08/18/22	2021	Susan Hatchell Landscape	22-00026	41-6120-3500	Park Design/Landscape Architecture (2021)	6,026.40		(442,512.35)
	2021	Susan Hatchell Landscape	22-00204	41-6120-3500	Park Design/Landscape Architecture (2022)	3,307.70		(445,820.05)
08/26/22		PARTF Grant		41-3482-0000	REQ #8		90,819.68	(355,000.37)
09/08/22	2035	Kilian Engineering	22-00172	41-6120-3500	Park Electrical Design	1,580.00		(356,580.37)
10/20/22	2085	Susan Hatchell Landscape	22-00026	41-6120-3500	Park Design/Landscape Architecture (2021)	777.60		(357,357.97)
			22-00204	41-6120-3500	Park Design/Landscape Architecture (2022)	426.80		(357,784.77)
11/03/22	2097	ATC Associates of NC	22-00171	41-6120-3550	Construction Materials Testing	495.00		(358,279.77)
11/23/22	2119	Susan Hatchell Landscape	22-00026	41-6120-3500	Park Design/Landscape Architecture (2021)	388.80		(358,668.57)
			22-00204	41-6120-3500	Park Design/Landscape Architecture (2022)	213.40		(358,881.97)
12/01/22	2124	J.M. Daniels Construction	22-00177	41-6120-3550	Construction Pay App 5	28,971.73		(387,853.70)
12/05/22		PARTF Grant		41-3482-0000	REQ #9		102,150.07	(285,703.63)
01/19/23	2173	Susan Hatchell Landscape	22-00026	41-6120-3500	Park Design/Landscape Architecture (2021)	1,555.20		(287,258.83)

PARTF#2020-904

			22-00204	41-6120-3500	Park Design/Landscape Architecture (2022)	853.60		(288,112.43)
01/26/23	2180	Frye Fence Co	23-00082	41-6120-3550	Fencing-Ball Parks	12,398.00		(300,510.43)
02/02/23	2185	Walter Holmes Electric	23-00136	41-6120-3550	Installation of Musco Lighting System	4,000.00		(304,510.43)
02/22/23	2213	Musco Corp	22-00259	41-6120-3550	LED Ball Field Lights (2 fields)/Phase 1	174,568.00		(479,078.43)
02/24/23		PARTF Grant		41-3482-0000	REQ #10		15,636.92	(463,441.51)
03/23/23	2238	Barr's Recreation	23-00038	41-6120-3550	Playground Equipment/Freight	99,279.00		(562,720.51)
05/11/23	2292	Barr's Recreation	23-00038	41-6120-3550	Playground Equipment Install/Curbing/Drains	39,288.00		(602,008.51)
05/11/23	2299	TrashcansWarehouse.com	23-00243	41-6120-3600	Trash Bins/Recycle Bins	6,734.37		(608,742.88)
05/11/23	2301	CycleSafe (VISA)	23-00270	41-6120-3550	Bike Racks	2,442.00		(611,184.88)
05/17/23	2303	ATC Associates of NC	22-00171	41-6120-3550	Construction Materials Testing	373.75		(611,558.63)
05/19/23		PARTF Grant		41-3482-0000	REQ #11		146,326.90	(465,231.73)
05/25/23	2311	BuiltRiteBleachers.com	23-00239	41-6120-3600	Bleachers for Fields/Benches for Dugout	27,868.96		(493,100.69)
08/31/23	2464	3D Electric	23-00354	41-6120-3550	Electrical Service to Park	2,800.00		(495,900.69)
				41-6120-3500	Electrical Service to Park	6,000.00		(501,900.69)
				41-6120-3600	Electrical Service to Park	6,000.00		(507,900.69)
09/14/23	2488	J.M. Daniels Construction	22-00177	41-6120-3550	Construction Pay App 7	40,000.00		(547,900.69)
09/22/23		PARTF Grant		41-3482-0000	REQ #12		33,228.93	(514,671.76)
								(514,671.76)
								(514,671.76)
								(514,671.76)
						\$ 964,671.76	\$ 450,000.00	
					Encumbered Amount as of 10.30.23	\$ 35,230.27		
					Amount Left to Encumber	\$ 97.97		
					TOTAL GRANT & MATCHING AMOUNT	1,000,000.00		

ARPA-NC0012

DATE	CHECK #	PAYEE	PO #	ACCT CODE	DESCRIPTION	CHECK AMOUNT	DEPOSIT	RUNNING BALANCE	
08/13/21		US Treasury		10-3450-0000	American Rescue Plan Act (ARPA) Grant Funds		525,213.38	525,213.38	
08/31/21		KS Bank		42-3831-0000	Investment Earnings		12.95	525,226.33	
09/30/21		KS Bank		42-3831-0000	Investment Earnings		64.75	525,291.08	
10/29/21		KS Bank		42-3831-0000	Investment Earnings		66.92	525,358.00	
11/30/21		KS Bank		42-3831-0000	Investment Earnings		64.77	525,422.77	
12/31/21		KS Bank		42-3831-0000	Investment Earnings		66.94	525,489.71	
01/31/22		KS Bank		42-3831-0000	Investment Earnings		66.94	525,556.65	
02/28/22		KS Bank		42-3831-0000	Investment Earnings		60.48	525,617.13	
03/31/22		KS Bank		42-3831-0000	Investment Earnings		66.96	525,684.09	Lqwhuhvw
04/07/22	1888	James Moore & Co	22-00186	42-4120-1900	CPA-Professional Services	1,770.00		523,914.09	###81<8
04/30/22		KS Bank		42-3831-0000	Investment Earnings		64.79	523,978.88	#/<9;193
05/05/22	1907	James Moore & Co	22-00186	42-4120-1900	CPA-Professional Services	2,360.00		521,618.88	#/:;718
05/26/22	1921	James Moore & Co	22-00186	42-4120-1900	CPA-Professional Services	1,180.00		520,438.88	
05/31/22		KS Bank		42-3831-0000	Investment Earnings		66.50	520,505.38	
06/02/22	1932	And Other Works	22-00224	42-6120-3500	Restroom Facility Design/Architecture (Under Park Shelter)	3,250.00		517,255.38	
06/16/22	1945	Susan Hatchell Landscape	22-00225	42-6120-3500	Park Design/Landscape Architecture (Amend #1)	5,944.00		511,311.38	
	1945	Susan Hatchell Landscape	22-00226	42-6120-3500	Park Design/Landscape Architecture (Amend #2)	7,660.00		503,651.38	
	1945	Susan Hatchell Landscape	22-00227	42-6120-3500	Park Design/Landscape Architecture (Amend #3)	6,187.00		497,464.38	
06/30/22		KS Bank		42-3831-0000	Investment Earnings		66.65	497,531.03	
07/07/22	1963	And Other Works	22-00224	42-6120-3500	Restroom Facility Design/Architecture (Under Park Shelter)	2,600.00		494,931.03	
07/31/22		KS Bank		42-3831-0000	Investment Earnings		147.30	495,078.33	
08/04/22	1992	And Other Works	22-00224	42-6120-3500	Restroom Facility Design/Architecture (Under Park Shelter)	5,200.00		489,878.33	
08/04/22	1994	J.M. Daniels Construction	22-00177	42-6120-3550	Phase 1, Construction Pay App 3 (concrete)	48,059.00		441,819.33	
08/04/22		US Treasury		10-3450-0000	American Rescue Plan Act (ARPA) Grant Funds		525,213.37	967,032.70	
08/18/22	2021	Susan Hatchell Landscape	22-00225	42-6120-3500	Park Design/Landscape Architecture (Amend #1)	3,715.00		963,317.70	
	2021	Susan Hatchell Landscape	22-00226	42-6120-3500	Park Design/Landscape Architecture (Amend #2)	10,724.00		952,593.70	
	2021	Susan Hatchell Landscape	22-00227	42-6120-3500	Park Design/Landscape Architecture (Amend #3)	11,489.00		941,104.70	
08/31/22		KS Bank		42-3831-0000	Investment Earnings		245.22	941,349.92	
09/15/22	2047	And Other Works	22-00224	42-6120-3500	Restroom Facility Design/Architecture (Under Park Shelter)	2,260.00		939,089.92	
09/29/22	2066	J.M. Daniels Construction	22-00177	42-6120-3550	Phase 1, Construction Pay App 4	85,524.70		853,565.22	
09/30/22		KS Bank		42-3831-0000	Investment Earnings		268.97	853,834.19	
10/06/22	2070	And Other Works	22-00224	42-6120-3500	Restroom Facility Design/Architecture (Under Park Shelter)	4,340.00		849,494.19	
10/20/22	2085	Susan Hatchell Landscape	22-00225	42-6120-3500	Park Design/Landscape Architecture (Amend #1)	1,040.20		848,453.99	
			22-00226	42-6120-3500	Park Design/Landscape Architecture (Amend #2)	3,676.80		844,777.19	
			22-00227	42-6120-3550	Park Design/Landscape Architecture (Amend #3)	995.00		843,782.19	
			22-00227	42-6120-3500	Park Design/Landscape Architecture (Amend #3)	3,424.00		840,358.19	
10/31/22		KS Bank		42-3831-0000	Investment Earnings		251.67	840,609.86	
11/03/22	2095	And Other Works	22-00224	42-6120-3500	Restroom Facility Design/Architecture (Under Park Shelter)	620.00		839,989.86	
11/03/22	2102	J.M. Daniels Construction	23-00041	42-6120-3550	Phase 2, Construction Pay App 1	135,411.10		704,578.76	
11/23/22	2119	Susan Hatchell Landscape	22-00225	42-6120-3500	Park Design/Landscape Architecture (Amend #1)	2,674.80		701,903.96	
			22-00226	42-6120-3500	Park Design/Landscape Architecture (Amend #2)	919.20		700,984.76	
			22-00227	42-6120-3550	Park Design/Landscape Architecture (Amend #3)	1,473.00		699,511.76	
11/30/22		KS Bank		42-3831-0000	Investment Earnings		285.82	699,797.58	
12/01/22	2124	J.M. Daniels Construction	22-00177	42-6120-3550	Phase 1, Construction Pay App 5	3,628.00		696,169.58	
12/22/22	2146	J.M. Daniels Construction	23-00041	42-6120-3550	Phase 2, Construction Pay App 2	101,490.40		594,679.18	
12/30/22		KS Bank		42-3831-0000	Investment Earnings		616.32	595,295.50	
01/13/23	2156	And Other Works	22-00224	42-6120-3500	Restroom Facility Design/Architecture (Under Park Shelter)	930.00		594,365.50	
01/19/23	2173	Susan Hatchell Landscape	22-00225	42-6120-3500	Park Design/Landscape Architecture (Amend #1)	1,486.00		592,879.50	
			22-00226	42-6120-3500	Park Design/Landscape Architecture (Amend #2)	1,532.00		591,347.50	
			22-00227	42-6120-3500	Park Design/Landscape Architecture (Amend #3)	2,946.00		588,401.50	
01/26/23	2180	Frye Fence Co	23-00082	42-4190-5100	Fencing-Ball Parks	51,700.00		536,701.50	
01/31/23		KS Bank		42-3831-0000	Investment Earnings		741.72	537,443.22	
02/02/23	2185	Walter Holmes Electric	23-00136	42-6120-3500	Installation of Musco Lighting System	20,585.00		516,858.22	

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02/09/23	2196	Susan Hatchell Landscape	22-00226	42-6120-3500	Park Design/Landscape Architecture (Amend #2)	1,532.00		515,326.22	
		Susan Hatchell Landscape	22-00227	42-6120-3500	Park Design/Landscape Architecture (Amend #3)	1,473.00		513,853.22	
02/28/23		KS Bank		42-3831-0000	Investment Earnings		593.12	514,446.34	
03/09/23	2228	SiteOne Landscape Supply	23-00222	42-6120-3500	Irrigation Materials for Phase 1 AL Town Park	5,375.92		509,070.42	
03/09/23	2229	Susan Hatchell Landscape	22-00226	42-6120-3500	Park Design/Landscape Architecture (Amend #2)	1,532.00		507,538.42	
		Susan Hatchell Landscape	22-00227	42-6120-3500	Park Design/Landscape Architecture (Amend #3)	1,473.00		506,065.42	
03/23/23	2240	SiteOne Landscape Supply	23-00222	42-6120-3500	Irrigation Materials for Phase 1 AL Town Park	1,909.75		504,155.67	
03/30/23	2243	Landscape Technology Inc	23-00114	42-6120-3500	Rough Grade/Laser Grade Multi-Pupose Field Phase 2	11,925.00		492,230.67	
03/31/23		KS Bank		42-3831-0000	Investment Earnings		645.42	492,876.09	
04/06/23	2255	JM Daniels	23-00041	42-6120-3550	Phase 2, Construction Pay App 3	109,440.86		383,435.23	
04/06/23	2260	Susan Hatchell Landscape	22-00226	42-6120-3500	Park Design/Landscape Architecture (Amend #2)	1,532.00		381,903.23	
04/27/23	2275	James Moore & Co	22-00186	42-4120-1900	CPA-Professional Services	590.00		381,313.23	
04/28/23		KS Bank		42-3831-0000	Investment Earnings		493.06	381,806.29	
05/03/23	2288	Susan Hatchell Landscape	22-00226	42-6120-3500	Park Design/Landscape Architecture (Amend #2)	919.20		380,887.09	
05/11/23	2291	And Other Works	22-00224	42-6120-3500	Restroom Facility Design/Architecture (Under Park Shelter)	570.00		380,317.09	
05/11/23	2292	Barrs Recreation	23-00039	42-4190-5100	Park PIP Rubber Surfacing for Playground	61,490.00		318,827.09	
05/11/23	2295	JM Daniels	22-00177	42-6120-3550	Phase 2, Construction Pay App 4	14,440.00		304,387.09	
05/17/23	2303	ATC Associates of NC	23-00293	42-6120-3500	Construction Materials Testing	2,605.25		301,781.84	
05/25/23	2312	SiteOne Landscape Supply	23-00222	42-6120-3500	Irrigation Materials for Phase 1 AL Town Park	4,876.48		296,905.36	
05/31/23		KS Bank		42-3831-0000	Investment Earnings		416.07	297,321.43	
06/01/23	2316	And Other Works	22-00224	42-6120-3500	Restroom Facility Design/Architecture (Under Park Shelter)	570.00		296,751.43	
06/01/23	2318	Jo Co Dept of Public Utilities	23-00043	42-4510-3500	Water Tower Logo/ALMS	16,638.00		280,113.43	
06/01/23	2321	SiteOne Landscape Supply	23-00222	42-6120-3500	Irrigation Materials for Phase 1 AL Town Park	374.62		279,738.81	
06/08/23	2329	SiteOne Landscape Supply	23-00222	42-6120-3500	Irrigation Materials for Phase 1 AL Town Park	4,136.30		275,602.51	
06/08/23	2331	Susan Hatchell Landscape	22-00226	42-6120-3500	Park Design/Landscape Architecture (Amend #2)	612.80		274,989.71	
06/30/23		KS Bank		42-3831-0000	Investment Earnings		340.39	275,330.10	
07/13/23	2362	And Other Works	22-00224	42-6120-3500	Restroom Facility Design/Architecture (Under Park Shelter)	1,710.00		273,620.10	
07/13/23	2370	Sign & Awning Systems	23-00090	42-4190-5100	Town Park Digital Daktronics Sign	40,395.00		233,225.10	
07/19/23	2390	BuiltRiteBleachers.com	23-00300	42-4190-5100	Bleachers/Benches/Anchors/Install	24,415.00		208,810.10	
		BuiltRiteBleachers.com	23-00300	42-4190-5100	Bleachers/Benches/Anchors/Install	13,050.00		195,760.10	
		BuiltRiteBleachers.com	23-00300	42-4510-3500	Bleachers/Benches/Anchors/Install	362.00		195,398.10	
07/19/23	2392	G&G Builders	23-00274	42-6120-3500	PCO#5-Install Park Restroom Footings	11,113.00		184,285.10	
07/31/23		KS Bank		42-3831-0000	Investment Earnings		328.82	184,613.92	
08/10/23	2416	And Other Works	22-00224	42-6120-3500	Restroom Facility Design/Architecture (Under Park Shelter)	1,140.00		183,473.92	
08/10/23	2424	G&G Builders	23-00274	42-6120-3500	PCO#4-Install 2" PVC Water Line	4,981.50		178,492.42	
08/10/23	2435	SiteOne Landscape Supply	23-00222	42-6120-3500	Irrigation Materials for Phase 1 AL Town Park	780.50		177,711.92	
08/17/23	2455	SiteOne Landscape Supply	23-00222	42-6120-3500	Irrigation Materials for Phase 1 AL Town Park	652.24		177,059.68	
08/18/23		KS Bank		42-3831-0000	Investment Earnings		247.87	177,307.55	
08/31/23	2473	SiteOne Landscape Supply	23-00222	42-6120-3500	Irrigation Materials for Phase 1 AL Town Park	774.37		176,533.18	
08/31/23		KS Bank		42-3831-0000	Investment Earnings		134.52	176,667.70	
09/07/23	2478	And Other Works	22-00224	42-6120-3500	Restroom Facility Design/Architecture (Under Park Shelter)	855.00		175,812.70	
09/14/23	2488	JM Daniels	22-00177	42-6120-3550	Phase 1, Construction Pay App 7	1,200.00		174,612.70	
09/14/23	2493	SiteOne Landscape Supply	23-00222	42-6120-3500	Irrigation Materials for Phase 1 AL Town Park	1,974.06		172,638.64	
09/29/23		KS Bank		42-3831-0000	Investment Earnings		359.61	172,998.25	
10/05/23	2521	And Other Works	22-00224	42-6120-3500	Restroom Facility Design/Architecture (Under Park Shelter)	570.00		172,428.25	
10/05/23	2528	Musco Sports Lighting LLC	23-00040	42-4190-5100	MuscoVision on Field Lights	12,000.00		160,428.25	
10/05/23	2529	SiteOne Landscape Supply	23-00222	42-6120-3500	Irrigation Materials for Phase 1 AL Town Park	1,635.40		158,792.85	
		SiteOne Landscape Supply	23-00222	42-6120-3500	Irrigation Materials for Phase 1 AL Town Park	452.05		158,340.80	
10/12/23	2542	SiteOne Landscape Supply	23-00222	42-6120-3500	Irrigation Materials for Phase 1 AL Town Park	1,364.60		156,976.20	
								156,976.20	
								156,976.20	
						\$ 900,235.10	\$ 1,057,211.30		
					Encumbered Amount as of 10.30.23	\$ 126,465.64			
					Amount Left to Encumber	\$ 30,510.56			

