



Town of Archer Lodge

AGENDA

Regular Council Meeting

Monday, October 2, 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. CONSENT AGENDA:

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- 4.a. Approval of Minutes:
 - 03 Apr 2023 Regular Council Meeting Minutes
 - 01 May 2023 Regular Council Meeting Minutes
 - [Regular Council - Monday, 03 Apr 2023 - Minutes - DRAFT](#)
 - [Regular Council - Monday, 01 May 2023 - Minutes - DRAFT](#)

5. PLANNING/ZONING REPORT:

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- 5.a. Planning/Zoning Update
 - [Archer Lodge - Draft Minimum Housing Ordinance](#)

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- 5.b. Code Enforcement Monthly Report
 - [Archer Lodge Monthly Report](#)

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 6.a. Discussion and Possible Action of Appointing a Town of Archer Lodge Representative for the Triangle J Council of Governments

7. TOWN ATTORNEY'S REPORT:

8. TOWN ADMINISTRATOR'S REPORT:

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

- 63 - 65 9.a. Interim Financial Reports for July 2023
[JULY 2023 - ALL FUNDS](#)
[JULY 2023 - YTD COMP](#)
- 66 - 68 9.b. Interim Financial Reports for August 2023
[AUGUST 2023 - ALL FUNDS](#)
[AUGUST 2023 - YTD COMP](#)
- 69 - 73 9.c. Up-To-Date Project Funds
[09.27.23 REAL TIME - PARK PROJECT PARTF FUND 41](#)
[09.27.23 REAL TIME - ARPA FUND 42](#)
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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:



**Regular Council - Minutes
Monday, April 3, 2023**

COUNCIL PRESENT:

Mayor Mulhollem
Mayor Pro Tem Castleberry
Council Member Bruton
Council Member Purvis
Council Member Wilson

STAFF PRESENT:

Bryan Chadwick, Town Administrator
Marcus Burrell, Town Attorney
Brandon Emory, Interim Town Planner
Kim P. Batten, Assist. Town Admin./Finance Officer
Mike Gordon, Previous Town Administrator
Chris Allen, Parks & Recreation Director
Chris Curry, Code Enforcement Officer
Jenny Martin, Human Resources Officer/Town Clerk

COUNCIL ABSENT:

Council Member Jackson

MEDIA PRESENT:

None

1. WELCOME/CALL TO ORDER:

a) Invocation

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

b) Pledge of Allegiance

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

Mayor Mulhollem wished Council Member Jackson safe travels and well wishes.

2. APPROVAL OF AGENDA:

a) No additions or changes noted.

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

Approved Agenda.

CARRIED UNANIMOUSLY

3. OPEN FORUM/PUBLIC COMMENTS:

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

- a) Mr. Christopher Casey of 219 Kentucky Dr., Archer Lodge, NC informed that he had presented a document to Ms. Martin for the perusal of the Council during their cell tower discussion. He shared that the document includes his background along with his Dad, and two brothers' long pedigree of negotiating with telecommunications for both carriers and facility providers. As a citizen of the Town, Mr. Casey expressed concerns about the Option and Ground Lease Agreement. He offered to attend a**

meeting with the Town to share his experience and explain the pitfalls of entering into the proposed agreement.

Discussion followed.

4. **CONSENT AGENDA:**

- a) **Approval of Minutes:**
07 Feb 2022 Regular Council Meeting Minutes
21 Feb 2022 Budget Planning Retreat ~ FY 2022/2023 Minutes
07 Mar 2022 Regular Council Meeting & Public Hearing on Amending Code of Ordinances, Town of Archer Lodge, NC Minutes
07 Mar 2022 Closed Session Minutes
21 Mar Budget Planning Retreat Continued ~ FY 2022/2023 Minutes
04 Apr 2022 Regular Council Meeting Minutes
04 Apr 2022 Closed Session Minutes
18 Apr 2022 Work Session Minutes
02 May 2022 Regular Council Meeting Minutes
02 May 2022 Closed Session Minutes
08 Jun 2022 Special Meeting Minutes
20 Jun 2022 Regular Council Meeting Minutes
11 Jul 2022 Regular Council Meeting Minutes

Moved by: Council Member Wilson
Seconded by: Council Member Purvis
Approved Consent Agenda.

CARRIED 3 to 1

5. **RECOGNITION/PRESENTATION:**

a) **Proclamation - Parkinson's Awareness Month**

Mayor Mulhollem proclaimed the Month of April 2023 as Parkinson's Awareness Month by reading the following Proclamation:



Council Member Wilson expressed appreciation to Mayor Mulhollem for proclaiming Parkinson's Awareness Month. He noted that cases are growing every year and younger people are also being affected. Mr. Wilson explained the improved procedures and research in progress for Parkinson's and the costs for treatments that incur. Mayor Mulhollem thanked Mr. Wilson for sharing and expressed prayers for those that are facing those challenges.

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

a) Discussion and Consideration of Approving the Option and Ground Lease Agreement between the Town of Archer Lodge and APC Towers III, LLC

Mr. Chadwick discussed some changes to the original contract that had been presented approximately 6 months ago. Mr. Emory shared research he had gathered from another tower company for a comparison. Discussion followed. It was suggested to table the agreement for tonight and have Mr. Chadwick meet with Mr. Casey, who spoke earlier in the meeting. Attorney Burrell shared that the representatives from APC Towers were not invited to the meeting tonight, allowing the Council Members time to review and discuss the proposed agreement. Mr. Chadwick suggested using the information from the meeting tonight and present it to the APC Towers representatives in the form of questions.

Mayor Mulhollem called for a motion to table Agenda Item 6 a).

Moved by: Council Member Purvis

Seconded by: Mayor Pro Tem Castleberry

Approved to table Agenda Item 6 a) Discussion and Consideration of Approving the Option and Ground Lease Agreement between the Town of Archer Lodge and APC Towers III, LLC to allow further discussions and meetings.

CARRIED UNANIMOUSLY

7. TOWN ATTORNEY'S REPORT:

a) No report.

8. PARK UPDATE ~ MIKE GORDON

a) Mr. Gordon reported that concrete is in the process of being formed up behind the back stops, dugouts, and the walkways. The plan, weather permitting, is to finish the concrete tomorrow, Tuesday, April 4, 2023. Mr. Gordon shared that once surveying has been completed, plans are to continue with concrete for Phase II. They hope to start within the next two or three weeks. Irrigation is in the process of being installed. Mr. Gordon informed that the electrician has been on hold for a month due to waiting to receive a panel box that must be put in place before Duke Energy can connect the power. Ms. Batten noted that the bleachers and trash/recycle receptacles have been ordered. Mr. Gordon shared that the estimated completion date for the park is late summer. He informed that the picnic shelter for the park should arrive during the month of May 2023. Mr. Gordon also reported that the town is looking at other options for the restrooms due to prices being quoted higher than anticipated.

Discussion followed.

9. TOWN ADMINISTRATOR'S REPORT:

- a) Archer Lodge Community Center Agreement
- Johnston County Little League MOU

• Neuse River Futbol Alliance MOU

Mr. Chadwick clarified that the Archer Lodge Community Center (ALCC) Agreement included the Johnston County Little League and Neuse River Futbol Alliance Memorandum of Understanding (MOU). He noted that the MOU's coincide together. Mr. Chadwick, Mayor Mulhollem, Ms. Batten, and Mr. Allen met last week with a contingent of three ALCC Board Members and several members of the Johnston County Little League to explain the management of the Parks and Recreation activities and programs by the Town of Archer Lodge. Mr. Chadwick explained that after having addressed their concerns of the ALCC and the Johnston County Little League, they scheduled separate meetings for Thursday, April 6, 2023, the meeting with the ALCC Board will be at 6:00 p.m. and the meeting with the Johnston County Little League will be at 7:00 p.m., to discuss possible options. Mr. Chadwick informed that the Neuse River Futbol Alliance signed the MOU today, Monday, April 3, 2023.

b) CAMPO/MPO Update

Mr. Chadwick shared that Mayor Mulhollem, Mr. Gordon, and himself attended a meeting a few weeks ago in Clayton, NC with the North Carolina Department of Transportation (NCDOT) to discuss the possibility of forming a Municipal Planning Organization (MPO) and leaving CAMPO. He explained that the Town of Archer Lodge met the threshold on the last NC 2020 Census to be able to form one of its own. Discussion followed regarding the pros and the cons of forming an MPO.

c) Code Enforcement Complaints

Mr. Chadwick shared that there were a couple of complaints this past week regarding overgrown grass. He advised that the complaints are a safety issue. Mr. Curry assured everyone that he had investigated the complaints and is managing the situation. Mr. Emory reiterated Mr. Curry's comments and shared that if someone is in a situation, not by choice, Alliance Code Enforcement will handle each situation individually and will not force anyone to comply that is physically unable to take care of the situation.

Discussion followed.

d) Insurance Rates Update

Mr. Chadwick informed the Council of information that Ms. Batten and Ms. Martin received at the NC League of Municipalities Insurance Update meeting. He shared that the Property and Liability Insurance will be increasing approximately 10% this coming year, but some insurance premiums should remain the same in general. He noted that an update on the details will come in the near future.

e) Grants Update

Mr. Chadwick informed that Staff submitted a grant application for \$5,000 with the Johnston County Visitors Center to help fund benches and bike racks at the new Town Park. He also shared that we are still waiting on the decision for the Open Space Grant. The Town hopes to hear about that within the next week to two. Mr. Chadwick shared that the Town has submitted some numbers to NC Representative Donna White regarding the upcoming needs to help with the Town Park project.

Mr. Chadwick informed everyone that Ms. Kerry Barnes, Animal Control Officer, will no longer be serving the Town. He noted that the Town contracts its animal control services with the Town of Clayton. Once the position has been filled, they will notify Staff.

Mr. Chadwick received an inquiry regarding the NCDOT project to widen Covered Bridge Road. He informed that NCDOT has not confirmed a date at this time.

Lastly, Mr. Chadwick shared that he would provide an update on some legislative notes and House Bill 273 once they become available.

Discussion followed.

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

a) Parks Maintenance Specialist Position Update

Ms. Martin shared that she has posted the Parks Maintenance Specialist position with various organizations and will be looking at posting it with different schools/colleges. So far, there have been four applicants that have applied. The deadline to apply is Thursday, April 6, 2023, but she will extend it if necessary.

b) Salary Schedule/Hourly Schedule

Ms. Martin explained that she is working with Mr. Allen on future positions that will be needed for Parks & Recreation. She is preparing an hourly grade schedule that matches the salary grade schedule to help with determining where those positions fall. Ms. Martin shared that she reached out to the Maps Group (Management and Personnel Services Group) to get grades 5 through 9 to help with putting together the hourly schedule.

c) Meetings/Trainings

Ms. Martin shared that Ms. Batten and herself attended the NC League of Municipalities Insurance Rates Meeting and was informed of information in regards to insurance rates for the upcoming year. She will be researching different risk management projects to present at a future meeting.

Ms. Martin explained that she attended the Local Government Federal Credit Union Annual Meeting and that they are still working on their goal to join the Local Government Credit Union with Civic and eventually change their name over to Civic. She noted that they have received complaints about the possibility of going digital and not having the option for face-to-face communication.

Ms. Martin took part in a Human Resources meeting discussing the Secure Act 2.0 that has been put in place to make it mandatory to auto-enroll employees in 401K by 2025, but until then, employers will be offered incentives to encourage their employees to be proactive and join now. She noted that there will be a yearly increase in the contribution amount and an "opt out" feature if employees choose not to join but added that they will be required to sign a waiver if they opt out. There was a discussion regarding employers matching student loans. Ms. Martin noted that she would do further research on the act and the incentives. Another item discussed was employees withdrawing money (\$1,000) for emergencies out of their 401K without penalties if paid off within three years. She advised that a Secure Act 3.0 is already being created.

Ms. Batten instructed Council on how to login to Microsoft Office 365 on any computer if they are having problems accessing their email account on their iPads.

11. PARKS AND RECREATION DIRECTOR'S REPORT:

- a) Mr. Allen shared that Senior Games have been rescheduled for Saturday, April 8, 2023, weather permitting. He informed the Council that his training on the Edmunds Parks and Recreation Software is completed and that it should be going live soon for online or in-person registration and payments. Mr. Allen noted the possibility of delaying kick ball and flag football programs due to the finalizing of the Archer Lodge Community Center MOU. He is looking for other programs such as soccer and volleyball clinics to schedule. Mr. Allen also shared that he is looking to offer volleyball and basketball to be held at Archer Lodge Middle School and Riverwood Middle School, when available. He shared that Riverwood Elementary School doesn't have enough staff to maintain the gym at this time, but hopefully it will be available for the Town to use in the future. He is hoping to have sport/program forms and fee schedules ready next month for Council to approve as the Town moves forward with its Parks & Recreation programs. Mr. Allen shared that the Open Space Grant should be presented to the Board this week, so the Town should hear something back either this week or next week. He shared that there may be an opportunity for the Town to apply for that grant again in the fall.

No further comments or discussion.

12. PLANNING/ZONING REPORT:

- a) Mr. Emory informed Council that Kerry Barnes is now working with Alliance Code Enforcement as a Code Enforcement Inspector and that her official start date is April 10, 2023. He shared that until the Clayton Police Department can fill that role, his team will do what they need to do to ensure that violations are taken care of properly.

Mr. Emory shared that at the March 15, 2023 Planning Board Meeting, the Board approved a Recommendation of Approval to proceed with the process of establishing an Extra Territorial Planning Jurisdiction (ETJ). Mr. Emory recommended scheduling a meeting with a couple of Council Members at a time to eliminate having to schedule a meeting. He explained that these sessions will be to discuss the direction the Town wants to go and how fast to establish it.

Discussion followed.

Mr. Emory explained the following points of discussion:

- The Town does not provide services in the ETJ.
- The Planning Department will only provide development and zoning services, and enforcement of the minimum housing ordinance (if implemented) in the ETJ area that will be the same as the Town.
- No tax increase in the ETJ.
- Residents in the ETJ are allowed to serve on the Planning Board due to them having representation in the planning jurisdiction.
- The Town Council Board Members' seats are limited to Town of Archer Lodge residents only.
- It would be good to coincide the ETJ with the map that is being created for the 160D Comprehensive Land Use Plan.

- **After being in the ETJ, a development/neighborhood that is wanting to be annexed would already be within the Town zoning regulations.**

Mr. Emory advised Council to decide if they want to move forward with the ETJ process now or wait and include it with the map in the new 160D Comprehensive Land Use Plan. Mr. Chadwick shared that since he recently joined the Town, Mr. Meadows delayed the process of the ETJ to allow Mr. Chadwick time to be part of the discussions before moving forward with the ETJ.

Discussion Followed.

Mr. Emory also shared that at the March 15, 2023 Planning Board Meeting, the Board approved a Recommendation of Approval to proceed with the Minimum Housing Ordinance. He explained that the primary focus of the Minimum Housing Ordinance is to address properties (houses) and structures where no maintenance is being done and that are a genuine health and safety hazard, not the 100-year-old barn sitting on the property. Mr. Emory noted that this ordinance is very heavily regulated by General Statute 106D.

Discussion followed.

Mr. Emory advised Council to decide if they want to move forward with the Minimum Housing Ordinance before he creates it. Mayor Mulhollem advised Mr. Emory that he thought it was appropriate and that the consensus of the Council was for Mr. Emory to look into creating a Minimum Housing Ordinance.

13. CODE ENFORCEMENT OFFICER'S REPORT:

a) Monthly Report

Mr. Curry shared the following update:

- 30 new cases have been opened
- 30 notice of violations were issued
- 10 cases were abated
- 20 cases with presently no progress
- 18 abatement are in progress and will hopefully be abated by next months report
- 9 notice of hearings were sent out
- 13 signs were picked up
- Inspection, follow ups, and in person meetings or attempted in person meetings were made on all violators
- 20 Follow ups were done on previous cases.

No further comments or discussion.

14. MAYOR'S REPORT:

- a) Mayor Mulhollem shared that on Saturday, April 22, 2023, there will be a trash clean-up day. He asked that the event be shared by everyone in attendance and on the Town's social media. Mayor Mulhollem expressed that anyone who is willing to volunteer is more than welcome to join. The event will start at 8:00 a.m., for approximately three hours. This will be a county wide event with the Friends of Johnston County Parks to celebrate Earth Day, which is that same day.**

15. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

- a) **Council Member Wilson shared cake with everyone in attendance to celebrate his upcoming birthday on April 12th. Mayor Mulhollem thanked him for providing cake for everyone and wished him a Happy Birthday. Mayor Mulhollem also wished a Happy Birthday to Council Member Jackson and Ms. Martin, that are both in the month of April.**
- b) **Council Member Purvis informed that the Senior Activities Event will be held tomorrow, Tuesday, April 4, 2023, at the Archer Lodge Community Center, food will be provided. He noted that all Senior Activities Events are held the first and third Tuesday of each month and everyone is welcomed to attend.**
- c) **Mayor Pro Tem Castleberry encouraged everyone to donate to Hospice for the special kind of care that they provide. Mayor Mulhollem thanked Mr. Castleberry for sharing.**
- d) **Council Member Bruton noted that she made her remarks during the meeting.**

16. ADJOURNMENT:

- a) **No further business.**
Moved by: Council Member Purvis
Seconded by: Council Member Wilson
Adjourned meeting at 8:31 p.m.

CARRIED UNANIMOUSLY

Matthew B. Mulhollem, Mayor

Jenny Martin, Town Clerk



**Regular Council - Minutes
Monday, May 1, 2023**

COUNCIL PRESENT:

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

STAFF PRESENT:

Bryan Chadwick, Town Administrator
Marcus Burrell, Town Attorney
Brandon Emory, Interim Town Planner
Kim P. Batten, Assist. Town Admin./Finance Officer
Chris Allen, Parks & Recreation Director
Mike Gordon, Previous Town Administrator
Jenny Martin, Human Resources Officer/Town Clerk

COUNCIL ABSENT:

MEDIA PRESENT:

None

1. WELCOME/CALL TO ORDER:

a) Invocation

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

b) Pledge of Allegiance

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

2. APPROVAL OF AGENDA:

a) No additions or changes noted.

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

Approved Agenda.

CARRIED UNANIMOUSLY

3. OPEN FORUM/PUBLIC COMMENTS:

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

- a) Pete Barnes of 2100 Castleberry Road, Archer Lodge, NC shared that last year there were water issues on his property and the Town addressed them. He informed Council that he contacted Ms. Hatchell to discuss more water issues that are happening. According to Mr. Barnes, Ms. Hatchell advised him that she wasn't the person to contact. Mr. Barnes shared photos that had been recently taken. He expressed his opinion of the water that was washing over the path to his farm and how it is affecting the soil. He informed Council that he arranged for someone give him a quote for correcting the problem. Mayor Mulhollem confirmed with Mr. Barnes that he was discussing property on the triangular side of the park with a house on it. Mr. Chadwick informed that the NC**

Department of Water Quality (NCDWQ) is scheduled to visit the park tomorrow (Tuesday, May 2, 2023, at 10:00 a.m.). Mayor Mulhollem asked that the photos taken by Mr. Barnes be given to Mr. Chadwick for the meeting with NCDWQ and he thanked Mr. Barnes for sharing his information.

4. CONSENT AGENDA:

- a) Approval of Minutes:**
 - 01 Aug 2022 Regular Council Meeting Minutes**
 - 15 Aug 2022 Work Session Minutes**
 - 03 Jan 2023 Regular Council Meeting & Public Hearing Minutes**

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

Approved Consent Agenda.

CARRIED UNANIMOUSLY

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

- a) Discussion and Possible Action of Approving the Updated Lease and Use Agreement between the Town of Archer Lodge and the Archer Lodge Community Center, Inc.**

Mr. Chadwick explained the two versions of the draft ALCC Lease and Use Agreement that was attached to the agenda. He noted that the redlined version of the agreement was based on the discussion with the Community Center and the final draft version had been delivered to the Archer Lodge Community Center Board for review. Staff feels that it would be in the best interest of the Community Center if the Town maintained the main building as well as the picnic shelter, including the restrooms. Mr. Bryan noted that no action had been taken to date and added that the Town is willing to work with the ALCC Board.

Discussion followed.

Ms. Batten noted that none of the ALCC Events would change, they would just be put on the schedule by Mr. Allen. Mr. Chadwick mentioned the possibility for the Town to have a Recreation Advisory Board. Mr. Allen shared that this agreement will also give the Town access to the Community Center to offer different programs/events. It was the consensus of the Town Council and Staff to work together with the ALCC Board to finalize the agreement.

Council Member Bruton suggested a minor revision to the contract by eliminating some verbiage in section 4. e) of the agreement. Attorney Burrell informed Council Member Bruton that he would make the correction.

- b) Discussion and Possible Action of Approving the Resolution Opposing Efforts to Weaken Local Zoning Regulations (Resolution# AL2023-05-01a)**

Mr. Chadwick informed that after a discussion in-house with Council Member Bruton, Mr. Emory, Mr. Chad Meadows, AICP, CodeWright Planners, LLC, it was recommended to include the following bills to the Resolution:

- House Bill 409 - Regulation of Accessory and Dwelling Units
- House Bill 537 - Workforce Housing Act
- House Bill 458 - Eminent Domain
- House Bill 488 - Establish a Residential Building Code
- Senate Bill 365 - Development Regulations in Multiple Jurisdictions

Attorney Burrell, Mayor Mulhollem, Mr. Emory discussed the importance of including the additional House Bills and adopting the Resolution.

Discussion followed.

After the discussion, there were concerns in regard to voting for House Bill 458 - Eminent Domain. Mr. Chadwick recommended excluding House Bill 458 from the list if it will not be changing anything for the Town of Archer Lodge. Attorney Burrell informed that if the Town of Archer Lodge ever uses "Eminent Domain", it will be for the Public Use which is already required as a Town and added that Archer Lodge doesn't have the private corporations, so it will not affect the Town.

Mayor Mulhollem stated that, for clarity, he would not be including House Bill 458 - Eminent Domain in the list of additional Bills to be included in the vote.

The updated Resolution# AL2023-05-01a appears as follows:



RESOLUTION# AL2023-05-01a

TOWN OF ARCHER LODGE
RESOLUTION OPPOSING EFFORTS TO WEAKEN
LOCAL ZONING REGULATIONS

WHEREAS, North Carolina has more than 532 towns and cities, the vast majority of which are small or mid-sized, and each of which has a unique identity, history, and governance; and

WHEREAS, planning and zoning options in all communities must adhere to state statute, they vary greatly, based on the desires of each community's residents and elected officials; and

WHEREAS, threats to the state's cities and towns can arise when developers try to convince legislators to strip local zoning requirements to meet their needs or allow them to opt out of local zoning altogether. Threats can also arise when advocates for increased housing demand that legislators support homogenization in zoning, arguing that all types of housing should be allowed everywhere; and

WHEREAS, hundreds of other small- to medium-sized towns in our state, including neighboring towns here in Johnston County, our town has worked diligently since our incorporation in 2009 to craft local zoning that is responsive to the needs of residents, builders, and developers, as well as local businesses; to this end, members of our Planning and Zoning Board, as well as periodic ad hoc resident committees tasked with recommending updates to the town's Future Land Use Plan, have worked with residents and our Town Council to periodically update local zoning; and

WHEREAS, Archer Lodge's Future Land Use Plan continues to evolve, incorporating new zoning options and revising others, consistent with the needs of our community. Our zoning reflects a strong commitment to individual property rights while seeking to retain the unique rural and historic character that has attracted so many residents to our beautiful town and has continued to strengthen property values; and

WHEREAS, we acknowledge the State of North Carolina's oversight over all state municipalities, respect the limitations and requirements established by current state statutes, and are grateful to state legislators for their dedication, and recognize their desire to address state-wide housing issues. At the same time, we believe that one-size-fits-all efforts that mandate significant changes to local zoning authority are misguided.

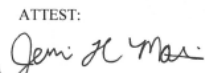
NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Archer Lodge urges the state legislature to work with local leaders and the North Carolina League of Municipalities to craft incentives and targeted approaches appropriate to housing issues in specific areas. We ask our state legislators to balance their oversight with respect for the critical role local zoning plays in maintaining the civic health of our state and balancing the needs of residents with those of builders and developers. Finally, we strenuously object to state bills seeking to homogenize, significantly weaken, or otherwise interfere in local zoning authority, on the basis that such interference threatens a town's ability to determine its unique identity and future within the limitations and requirements established by state statute. More specifically, the Town objects to the following:

- A potential bill that would overturn local zoning to authorize the removal of approximately 1,000 acres of land from the center of the Town of Summerfield, commonly referred to as “de-annexation,” despite being a constituent area within the Summerfield’s original boundaries, as chartered by the General Assembly, and despite the proximity of some of this property to the Greensboro watershed;
- Senate Bill 317, which would allow developers to skirt all local zoning under the guise of providing affordable housing, a requirement that would expire within a year’s time;
- House Bill 332/Senate Bill 275, which would impose a 21-day shot clock on local building inspections;
- Senate Bill 365, which would allow a developer to decide which local government shall have jurisdiction over land in multiple jurisdictions if no agreement between the parties exist;
- House Bill 409, which would preempt local government regulation of accessory dwelling units on lots with single-family detached dwellings;
- House Bill 474, which would mandate that all residential and mixed-use zoning allow small housing such as tiny homes, cottage homes, and accessory dwelling units;
- House Bill 488, which creates a new residential building code that expands the current code for one and two family residential structures, creates a residential building code council, and makes numerous changes to private street, stormwater, and sewer rules;
- House Bill 537, which would require local governments to permit multi-family housing by right in all areas zoned for highway business, business office, and general business and prohibits the application of design standards to multi-family allowed in these districts.
- Senate Bill 675, which would eliminate municipal extraterritorial jurisdiction (ETJ) which has been a tool that has been used to maintain balance between urban centers and rural centers of the state for nearly 75 years; and
- All other similar bills that seek to override local zoning authority without the active collaboration and consent of local communities.

In this way, the Town of Archer Lodge also seeks to uphold the rights of all municipalities in North Carolina to self-determination within the parameters established by state statute and in collaboration with residents as well as state and county leaders.

DULY ADOPTED ON THIS 1ST DAY OF MAY 2023, WHILE IN REGULAR SESSION.



 ATTEST:  (SEAL)
 Matthew B. Mulhollem
 Mayor
 Jenny Martin
 Town Clerk

Mayor Mulhollem called for a motion.

Moved by: Council Member Purvis

Seconded by: Council Member Jackson

Adopted Resolution AL2023-05-01a - Town of Archer Lodge Opposing Efforts to Weaken Local Zoning Regulations as presented and to include House Bill 409, House Bill 537, House Bill 488, and Senate Bill 365.

CARRIED UNANIMOUSLY

c) Discussion and Possible Action of Approving the Resolution Adopting Required Policies Pertaining to Expenditure of ARPA/CSLFRF Funds (Resolution# AL2023-05-01b)

Mr. Chadwick shared that the policies are proposed by the School of Government and NC League of Municipalities to meet what the State of North Carolina is requiring for ARPA/CSLFRF Funds. He informed that the Town has already met the Federal Government requirements for utilization of the ARPA Funds.

Resolution# AL2023-05-01b appears as follows:



RESOLUTION# AL2023-05-01b

TOWN OF ARCHER LODGE
RESOLUTION ADOPTING REQUIRED POLICIES
PERTAINING TO EXPENDITURE OF ARPA/CSLFRF FUNDS

WHEREAS, the Town of Archer Lodge received an allocation of \$1,050,426 from the “Coronavirus State Fiscal Recovery Fund” or “Coronavirus Local Fiscal Recovery Fund” (together “CSLFRF funds”), established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (the “ARPA/CSLFRF award”).

WHEREAS, CSLFRF funds are subject to the U.S. Department of Treasury (“Treasury”) regulations, including the Final Rule, the Award Terms and Conditions, and the Title VII implementing regulations at 31 C.F.R. Part 22.

WHEREAS, ARPA/CSLFRF funds are subject to the compliance requirements as listed in the Award Terms and Conditions and the Federal Uniform Grant Guidance, 2 C.F.R. Sect. 200 (UG). The Town of Archer Lodge agrees to follow all federal statutes in its administration of ARPA/CSLFRF funds. It is a requirement of the ARPA/CSLFRF award that the following policies be adopted as it relates to the expenditure of these specific funds.

- **Eligible Use Policy:** This policy defines the permissible and prohibited uses of the ARPA/CSLFRF funds. It also outlines the procedures for determining how the county will spend its ARP/CSLFRF funds. Permissible expenditure categories include: 1) support COVID-19 public health expenditures; 2) address negative economic impacts caused by the public health emergency; 3) to provide governmental services through the revenue calculation; 4) provide premium pay for essential workers; and 5) invest in water, sewer, and broadband infrastructure.
- **Conflict of Interest Policy:** Establishes conflict of interest standards that apply when the unit enters into a contract or makes a subaward.
- **Nondiscrimination Policy:** Reaffirms that the unit will ensure that no person shall, on the ground of race, color, national origin (including limited English Proficiency), familial status, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise, subject to discrimination under any program or activity administered by the local government, including programs/activities funded in whole or part with ARPA/CSLFRF.
- **Records Retention Policy:** Outlines Treasury’s five-year record retention requirement for documents related to expenditures ARPA/CSLFRF funds. This record retention requirement is longer than the traditional three-year record retention requirement. The county shall retain relevant records for a period of five years beyond the final expenditure of ARP/CSLFRF funds.

- **Allowable Cost Policy:** Defines those items of cost that are allowable, and which are unallowable. The tests of allowability under the cost principles are: (a) the costs must be reasonable; (b) they must be allocable to eligible projects; (c) they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and (d) they must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

Eligible Use Policy

This policy defines the permissible and prohibited uses of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARPA/CSLFRF) funds. It also outlines the procedures for determining how [Local Government Name] will spend its ARPA/CSLFRF funds.

I. Permissible Uses of ARPA/CSLFRF Funding

US Treasury issued its [Final Rule](#) regarding use of ARPA funds on January 6, 2022. (The Final Rule is effective as of April 1, 2022. Until that date, a local government may proceed under the regulation promulgated by US Department of the Treasury in its [Interim Final Rule](#) or the Final Rule.) The Final Rule (and the Interim Final Rule) identify permissible uses of ARPA/CSLFRF funds and certain limitations and process requirements. Local governments must allocate ARPA/CSLFRF funds no later than December 31, 2024 and disburse all funding no later than December 31, 2026. Failure of an entity to expend all funds by December 31, 2026 will result in forfeiture of ARP funds.

ARPA/CSLFRF funds may be used for projects within the following categories of expenditures:

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

II. Prohibited Uses of ARPA Funding

The ARPA/CSLFRF and US Treasury's Final Rule prohibit certain uses of ARPA/CSLFRF funds. Specifically, ARPA/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Note that routine contributions as part of a payroll obligation for an eligible project are allowed.);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or fund other financial reserves;

4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding (There is an exception to this prohibition if the settlement or judgment requires the [Local Government Name] to provide services to respond to the COVID-19 public health emergency or its negative economic impacts or to provide government services, then the costs of those otherwise ARPA/CSLFRF-eligible projects are allowed.);
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

The Town of Archer Lodge, and any of its contractors or subrecipients, may not expend any ARPA/CSLFRF funds for these purposes.

III. Procedures For Project Approval

The following are procedures for ARPA/CSLFRF project approvals. All Town of Archer Lodge employees and officials must comply with these requirements.

1. Requests for ARPA/CSLFRF funding, must be made in writing and include all the following:
 - a. Brief description of the project
 - b. Identification of ARPA/CSLFRF Expenditure Category (EC) (A list of ECs in in the Appendix to the [US Treasury Compliance and Reporting Guidance](#).)
 - c. Required justifications for applicable projects, according to the requirements in the Final Rule. Employees or any applicant seeking ARP funding should review the [Final Rule](#) and [Final Rule Overview](#) prior to submitting a proposal.
 - d. Proposed budget, broken down by cost item, in accordance with the [Local Government Name]'s Allowable Cost Policy.
 - e. A project implementation plan and estimated implementation timeline (All ARPA/CSLFRF funds must be fully obligated by December 31, 2024, and fully expended by December 31, 2026.)
2. Requests for funding must be submitted to Kim P. Batten for approval. All requests will be reviewed by Kim P. Batten for ARPA/CSLFRF compliance and by Kim P. Batten for allowable costs and other financial review.
3. No ARPA/CSLFRF may be obligated or expended before final written approval by Kim P. Batten. Council Approval or budget amendments will not be required before approval.
4. If a proposal does not meet the required criteria, it will be returned to the requesting party for revision and resubmittal.

- 5. Following approval, employees responsible for implementing the project must conform to actual obligations and expenditures to the pre-approved project budget. Changes in project budgets must be approved by the Town Administrator, Bryan Chadwick and Finance Officer, Kim P. Batten and may require a budget amendment before proceeding. Any delay in the projected project completion date shall be communicated to the Finance Officer immediately.
- 6. Kim P. Batten must collect, and document required information for each EC, for purposes of completing the required Project and Expenditure reports.
- 7. Kim P. Batten must maintain written project requests and approvals, all supporting documentation, and financial information at least until December 31, 2031.

Conflict of Interest Policy
APPLICABLE TO CONTRACTS AND SUBAWARDS OF THE
TOWN OF ARCHER LODGE
SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE

I. Scope of Policy

- a. Purpose of Policy. This Conflict of Interest Policy ("Policy") establishes conflict of interest standards that (1) apply when the Town of Archer Lodge enters into a Contract (as defined in Section II hereof) or makes a Subaward (as defined in Section II hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).
- b. Application of Policy. This Policy shall apply when the Unit (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

II. Definitions

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this Section II: Any capitalized term used in this Policy but not defined in this Section II shall have the meaning set forth in 2 C.F.R. § 200.1.

- a. "COI Point of Contact" means the individual identified in Section III(a) of this Policy.
- b. "Contract" means, for the purpose of Federal Financial Assistance, a legal instrument by which the Unit purchases property or services needed to carry out a program or project under a Federal award.
- c. "Contractor" means an entity or individual that receives a Contract.
- d. "Covered Individual" means a Public Officer, employee, or agent of the Unit.
- e. "Covered Nonprofit Organization" means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the Unit).
- f. "Direct Benefit" means, with respect to a Public Officer or employee of the Unit, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.

- g. "Federal Financial Assistance" means Federal financial assistance that the Unit receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).
- h. "Governing Board" means the Town Council of the Town of Archer Lodge.
- i. "Immediate Family Member" means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- j. "Involved in Making or Administering" means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.
- k. "Pass-Through Entity" means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- l. "Public Officer" means an individual who is elected or appointed to serve or represent the Unit (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the Unit.
- m. "Recipient" means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.
- n. "Related Party" means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.
- o. "Subaward" means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- p. "Subcontract" means any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- q. "Subcontractor" means an entity that receives a Subcontract.

- r. "Subrecipient" means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- s. "Unit" has the meaning specified in Section I hereof.

III. COI Point of Contact.

- a. Appointment of COI Point of Contact. Jenny Martin, Town Clerk of the Town of Archer Lodge, shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that Jenny Martin is unable to serve in such a capacity, Kim P. Batten, Assistant Town Administrator shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under Section III(a) shall be known as the "COI Point of Contact".
- b. Distribution of Policy. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

IV. Conflict of Interest Standards in Contracts and Subawards

- a. North Carolina Law. North Carolina law restricts the behavior of Public Officials and employees of the Unit involved in contracting on behalf of the Unit. The Unit shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section III.
 - i. G.S. § 14-234(a)(1). A Public Officer or employee of the Unit Involved in Making or Administering a Contract or Subaward on behalf of the Unit shall not derive a Direct Benefit from such a Contract or Subaward.
 - ii. G.S. § 14-234(a)(3). No Public Officer or employee of the Unit may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the Unit.
 - iii. G.S. § 14-234.3. If a member of the Governing Board of the Unit serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.

iv. G.S. § 14-234.1. A Public Officer or employee of the Unit shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

b. Federal Standards.

i. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.

1. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.

2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

ii. Identification and Management of Conflicts of Interest.

1. Duty to Disclose and Disclosure Forms

- a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.
- b. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
- c. If the value of a proposed Contract or Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of

Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in records of the Unit.

2. Identification Prior to Award of Contract or Subaward.

- a. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the Unit.

3. Management Prior to Award of Contract or Subaward

- a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to Town Administrator and Assistant Town Administrator and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:
 - i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Unit is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Unit is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Unit; or
 - ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall write a justification supporting such rejection.
- b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the Unit may enter into the Contract or Subaward in accordance with the Unit's purchasing or subaward policy.

4. Identification After Award of Contract or Subaward.

- a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the Unit has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as

possible, disclose such finding to the Town Administrator and Assistant Town Administrator and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the Unit shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

5. Management After Award of Contract or Subaward.

- a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4), the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:
 - i. if Unit is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or
 - ii. if Unit is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Unit in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.
 - iii. agency and the Pass-Through Entity.

V. Oversight of Subrecipient's Conflict of Interest Standards

- a. Subrecipients of Unit Must Adopt Conflict of Interest Policy. Prior to the Unit's execution of any Subaward for which the Unit serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.
- b. Obligation to Disclose Subrecipient Conflicts of Interest. The COI Point of Contact shall ensure that the legal agreement under which the Unit makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

VI. Gift Standards

- a. Federal Standard. Subject to the exceptions set forth in Section VI(b), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.
- b. Exception. Notwithstanding Section VI(a), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this Section VI(b) does not exceed \$50 in a calendar year:
 - i. honorariums for participating in meetings;
 - ii. advertising items or souvenirs of nominal value; or
 - iii. meals furnished at banquets.
- c. Internal Reporting. A Covered Individual shall report any gift accepted under Section VI(b) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the Unit is a Subrecipient.

VII. Violations of Policy

- a. Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the Unit.
- b. Disciplinary Actions for Contractors and Subcontractors. The Unit shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.
- c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Unit shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the Unit, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

EXHIBIT A
Examples

<i>Potential Examples of a "Financial or Other Interest" in a Firm or Organization Considered for a Contract or Subaward</i>	<i>Potential Examples of a "Tangible Personal Benefit" From a Firm or Organization Considered for a Contract or Subaward</i>
Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include: - Stock in a corporation. - Membership interest in a limited liability company. - Partnership interest in a general or limited partnership. - Any right to control the firm or organization's affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract. - Option to purchase any equity interest in a firm or organization.	Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract. A position as a director or officer of the firm or organization, even if uncompensated.
Holder of any debt owed by a firm considered for a Contract or Subaward, which may include: - Secured debt (e.g., debt backed by an asset of the firm (like a firm's building or equipment)) - Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan). - o Holder of a judgment against the firm.	A referral of business from a firm considered for a Contract or Subaward.
Supplier or contractor to a firm or organization considered for a Contract or Subaward.	Political or social influence (e.g., a promise of appointment to a local office or position on a public board or private board).

EXHIBIT B
COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST

The Town of Archer Lodge has adopted a Conflict of Interest Policy that governs the Unit's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates Jenny Martin, Town Clerk as the "COI Point of Contact." The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Contract exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the Town Administrator and Assistant Town Administrator and to each member of the Governing Board.

Definitions

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a "Covered Individual" for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (i) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Contract. If the estimated Contract amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.		
Any identified interest in Step 4 is a potential "real" conflict of interest.	Public Officials – Related Party	Employees – Related Party	Agents – Related Party
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain.		
Any identified interest in Step 5 is a potential "apparent" conflict of interest.	Public Officials	Employees	Agents

COI Point of Contact:

Signature of COI Point of Contact:

Date of Completion:

Step		
1	Identify the proposed Contract, counterparty, and the subject of the Contract.	Name of Contract: Name of Counterparty: Subject of Contract: Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are "Covered Individuals". Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.
2		Public Officials
		Employees
3		Agents
		Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Contract. [If the estimated Contract amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]
Any identified interest in Step 3 is a potential "real" conflict of interest.	Public Officials	Employees
		Agents

EXHIBIT C

CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM
FOR OFFICIALS, EMPLOYEES, AND AGENTS

The Town of Archer Lodge has adopted a Conflict of Interest Policy that governs the Unit's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates Jenny Martin, Town Clerk as the "COI Point of Contact."

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following contract: _____ (the "Contract"). To safeguard the Unit's expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Contract?
- Yes _____ No _____ Unsure: _____
- If the answer is Yes or Unsure, please explain:
- _____
2. Will you receive any tangible personal benefit from a firm considered for this Contract?
- Yes _____ No _____ Unsure: _____
- If the answer is Yes or Unsure, please explain:
- _____
3. For purposes of Question 3(a) and 3(b), your "Immediate Family Members" include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.
- a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?
- Yes _____ No _____ Unsure: _____
- If the answer is Yes or Unsure, please explain:
- _____

- b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?
- Yes _____ No _____ Unsure: _____
4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?
- Yes _____ No _____ Unsure: _____
- If the answer is Yes or Unsure, please explain:
- _____
5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?
- Yes _____ No _____ Unsure: _____
- If the answer is Yes or Unsure, please explain:
- _____
6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?
- Yes _____ No _____ Unsure: _____
- If the answer is Yes or Unsure, please explain:
- _____
7. Benefits to Employers
- a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?
- Yes _____ No _____ Unsure: _____
- If the answer is Yes or Unsure, please explain:
- _____
- b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?
- Yes _____ No _____ Unsure: _____
- If the answer is Yes or Unsure, please explain:
- _____

c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

Sign Name: _____

Print Name: _____

Name of Employer: _____

Job Title: _____

Date of Completion: _____

Step		
1	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	Name of Contract: Name of Counterparty: Subject of Subaward:
2	Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are "Covered Individuals". Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.	Public Officials Employees Agents
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Subaward. [If the estimated Subaward amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]	Public Officials Employees Agents
Any identified interest in Step 3 is a potential "real" conflict of interest.		

EXHIBIT D
COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT

The Town of Archer Lodge has adopted a Conflict of Interest Policy that governs the Unit's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates Jenny Martin, Town Clerk as the "COI Point of Contact." The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

- The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
- If the value of the proposed Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
- If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the Town Administrator and Assistant Town Administrator and to each member of the Governing Board.

Definitions

- Covered Individual.** Each person identified in Section 1 of this Checklist is a "Covered Individual" for purposes of this Compliance Checklist and the Policy.
- Immediate Family Member** means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (i) through (v) of this definition, and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- Related Party** means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Subaward. If the estimated Subaward amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 4 is a potential "real" conflict of interest.	Public Officials – Related Party	Employees – Related Party	Agents – Related Party
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain.		
Any identified interest in Step 5 is a potential "apparent" conflict of interest.	Public Officials	Employees	Agents

COI Point of Contact: _____
Signature of COI Point of Contact: _____
Date of Completion: _____

EXHIBIT E

SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM

FOR OFFICIALS, EMPLOYEES, AND AGENTS

The Town of Archer Lodge has adopted a Conflict of Interest Policy that governs the Unit's expenditure of Federal Financial Assistance (as defined in [Section II](#) of the Policy). The Policy designates Jenny Martin, Town Clerk as the COI Point of Contact.

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following subaward: _____ (the "Subaward"). To safeguard the Unit's expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using the [Exhibit A](#) to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your "Immediate Family Members" include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

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If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

Sign Name: _____
Print Name: _____
Name of Employer _____
Job Title: _____
Date of Completion: _____

Nondiscrimination Policy

It is the policy of the Town of Archer Lodge to ensure that no person shall, on the ground of race, color, national origin (including limited English Proficiency), familial status, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity administered by the Town of Archer Lodge, including programs or activities that are funded in whole or part, with Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF"), which the Town of Archer Lodge received from the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (herein the "ARP/CSLFRF award").

I. Governing Statutory & Regulatory Authorities

As required by the CSLFRF Award Terms and Conditions, the Town of Archer Lodge shall ensure that each "activity," "facility," or "program"¹ that is funded in whole, or in part, with CSLFRF and administered under the ARP/CSLFRF award, will be facilitated, operated, or conducted in compliance with the following federal statutes and federal regulations prohibiting discrimination. These include, but are not limited to, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age within programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

¹ 22 C.F.R. § 22.3 defines "program" and "activity" as all operations of an entity, including local governments, that receive Federal financial assistance, and the departments, agencies, or special purpose districts of the local governments to which Federal financial assistance is distributed. "Federal financial assistance" includes, among other things, grants and loans of federal funds. "Facility" includes all or any part of structures, equipment, or other real or personal property or interests therein, and the provision of facilities includes the construction, expansion, renovation, remodeling, alteration, or acquisition of facilities.

II. Discriminatory Practices Prohibited in the Administration of the ARP/CSLFRF Award

To ensure compliance with Title VII of the Civil Rights Act of 1964, and Title 31 Code of Federal Regulations, Part 22, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities, the Town of Archer Lodge shall prohibit, at a minimum, the following practices in its administration of CSLFRF pursuant to the ARP/CSLFRF award:

1. Denying to a person any service, financial aid, or other program benefit without good cause;
2. Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program.
3. Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
4. Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
5. Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
6. Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
7. Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
8. Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
9. Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;
10. Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

III. Reporting & Enforcement

1. The Town of Archer Lodge shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Town of Archer Lodge shall comply with information requests, on-site compliance reviews, and reporting requirements.
2. The Town of Archer Lodge shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome. The Town of Archer Lodge shall inform the Treasury if it has received no complaints under Title VI.
3. Any person who believes they have been aggrieved by a discriminatory practice under Title VI has a right to file a formal complaint with the Treasury. Any such complaint must be in writing and filed with the Treasury's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.
4. Any person who believes that because of that person's race, color, national origin, limited English proficiency, familial status, sex, age, religion, or disability that he/she/they have been discriminated against or unfairly treated by the Town of Archer Lodge in violation of this policy should contact the following office within 180 days from the date of the alleged discriminatory occurrence:

Town of Archer Lodge
Attn: Town Administrator
14094 Buffalo Rd
Archer Lodge, NC 27527

Record Retention Policy

This policy defines the Coronavirus Local Fiscal Recovery Funds (“CSLFRF”) [Award Terms and Conditions](#) and the [Compliance and Reporting Guidance](#) set forth the U.S. Department of Treasury’s (“Treasury”) record retention requirements for the ARPA/CSLFRF award.

It is the policy of the Town of Archer Lodge to follow Treasury’s record retention requirements as it utilizes the CSLFRF funds pursuant to the APR/CSLFRF award. Accordingly, the Town of Archer Lodge agrees to the following:

- Retain all financial and programmatic records related to the use and expenditure of CSLFRF pursuant to the ARPA/CSLFRF award for a period of five (5) years after all CLFRF funds have been expended or returned to Treasury, whichever is later.
- Retain records for real property and equipment acquired with CSLFRF for five years after final disposition.
- Ensure that the financial and programmatic records retain sufficient evidence compliance with section 603(c) of the Social Security Act “ARPA,” Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- Allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of timely and unrestricted access to any records for the purpose of audits or other investigations.
- If any litigation, claim, or audit is started before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

Covered Records: For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the Town of Archer Lodge’s expenditure of CSLFRF funds on eligible projects, programs, or activities pursuant to the ARPA/CSLFRF award.

Records that shall be retained pursuant to this policy include, but are not limited to, the following:

- Financial statements and accounting records evidencing expenditures of CSLFRF for eligible projects, programs, or activities.
- Documentation of rational to support a particular expenditure of CSLFRF (e.g., expenditure constitutes a general government service);
- Documentation of administrative costs charged to the ARPA/CSLFRF award;

- Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;
- Subaward agreements and documentation of subrecipient monitoring;
- Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 C.F.R. §§ 200.310-316 and 200.329;
- Personnel and payroll records for full-time and part-time employees compensated with CSLFRF, including time and effort reports; and
- Indirect cost rate proposals

Storage: The Town of Archer Lodge’s records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Departmental Responsibilities: Any department or unit of the Town of Archer Lodge, and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject the Town of Archer Lodge to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

The Town Clerk is responsible for identifying the documents that the Town of Archer Lodge must or should retain and arrange for the proper storage and retrieval of records. The Town Clerk shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

Reporting Policy Violations: The Town of Archer Lodge is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee’s supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the Town Administrator. The Town of Archer Lodge prohibits, any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

Questions About the Policy: Any questions about this policy should be referred to Jenny Martin, Town Clerk, 919-359-9727; Jenny.Martin@archerlodgenc.gov, who is in charge of administering, enforcing, and updating this policy.

Allowable Costs Policy

This policy defines the [Title 2 U.S. Code of Federal Regulations Part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. The tests of allowability under these principles are: (a) the costs must be reasonable; (b) they must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARPA/CSLFRF); (c) they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and (d) they must conform to any limitations or exclusions set forth in these principles or in the ARPA/CSLFRF grant award as to types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising).

The Town of Archer Lodge shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARPA/CSLFRF funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with the ARPA/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with Bryan Chadwick, Town Administrator and Kim P. Batten, Assistant Town Administrator/Finance Officer, who are charged with the administration and financial oversight of the ARPA/CSLFRF. Further, all local government employees and officials who are involved in obligating, administering, expending, or monitoring ARPA/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable. Questions on the allowability of costs should be directed to the Finance Department. As questions on allowability of certain costs may require interpretation and judgment, local government personnel are encouraged to ask for assistance in making those determinations.

I. GENERAL COST ALLOWABILITY CRITERIA

All costs expended using ARPA/CSLFRF funds must meet the following general criteria:

- a. **Be necessary and reasonable for the proper and efficient performance and administration of the grant program.**

A cost must be *necessary* to achieve a project object. When determining whether a cost is necessary, consideration may be given to:

- o Whether the cost is needed for the proper and efficient performance of the grant project.
- o Whether the cost is identified in the approved project budget or application.

- o Whether the cost aligns with identified needs based on results and findings from a needs assessment.
- o Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices. When determining reasonableness of a cost, consideration must be given to:

- o Whether the cost is a type generally recognized as ordinary and necessary for the operation of the Town of Archer Lodge or the proper and efficient performance of the federal award.
- o The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the ARPA/CSLFRF award.
- o Market prices for comparable goods or services for the geographic area.
- o Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to the Town of Archer Lodge, its employees, the public at large, and the federal government.
- o Whether the Town of Archer Lodge significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARPA/CSLFRF award's cost.

- 1. **Be allocable to the ARPA/CSLFRF federal award.** A cost is allocable to the ARPA/CSLFRF award if the goods or services involved are chargeable or assignable to the ARPA/CSLFRF award in accordance with the relative benefit received. This means that the ARPA/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. *For example, if 50 percent of a local government program officer's salary is paid with grant funds, then the local government must document that the program officer spent at least 50 percent of his/her time on the grant program.*

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARPA/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

2. Be authorized and not prohibited under state or local laws or regulations.
3. Conform to any limitations or exclusions set forth in the principles, federal laws, ARPA/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.
4. Be consistent with policies, regulations, and procedures that apply uniformly to both the ARPA/CSLFRF federal award and other activities of the Town of Archer Lodge.
5. Be accorded consistent treatment. A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost. And a cost must be treated consistently for both federal award and non-federal award expenditures.
6. Be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UGG.
7. Be net of all applicable credits. The term "applicable credits" refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the local government related to the federal award, they shall be credited to the ARPA/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms.
8. Be adequately documented.

II. SPECIAL PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

There are some special provisions of the UG that apply only to states, local governments, and Indian Tribes.

§ 200.416 COST ALLOCATION PLANS AND INDIRECT COST PROPOSALS.

(a) For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.

(b) Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost rate. A separate indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:

- (1) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and
- (2) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.

(c) The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

§ 200.417 INTERAGENCY SERVICE.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

III. COST ALLOWABILITY REVIEW PROCESS

PREAPPROVAL COST ALLOWABILITY REVIEW

Before an ARPA/CSLFRF-funded project is authorized, Assistant Town Administrator/Finance Officer must review the proposed cost items within an estimated project budget to determine whether they are allowable and allocable and whether cost items will be charged as direct or indirect expenses. This review will occur concurrently with the review of project eligibility and *before* obligating or expending any ARPA/CSLFRF funds.

- Local government personnel must submit proposed ARPA/CSLFRF projects to the Assistant Town Administrator for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item.
- Along with a general review of project eligibility and conformance with other governing board management directives, if required, Assistant Town Administrator must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury.
- If a proposed project includes a request for an unallowable cost, the Assistant Town Administrator will return the proposal to the requesting party for review and, if practicable, resubmission with corrected cost items.
- Once a proposed project budget is pre-approved by the Assistant Town Administrator, the local government personnel responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget.

POST-EXPENDITURE COST ALLOWABILITY REVIEW

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the local government, the Assistant Town Administrator must perform a second review to ensure that actual expenditures comprise allowable costs.

- All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project. If an invoice or other demand for payment does not include a breakdown by cost item, the Assistant Town Administrator will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.
- The Assistant Town Administrator must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.
- If all cost items are deemed allowable and properly allocable, the [Assistant Town Administrator must proceed through the local government's normal disbursement process.

- If any cost item is deemed unallowable, the Assistant Town Administrator will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARPA/CSLFRF funds. The Assistant Town Administrator may in their discretion, and consistent with this policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the local government remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement. The Town of Archer Lodge's governing board must approve any allocation of other funds for this purpose.
- The Finance Department must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

IV. **COST TRANSFERS**

Any costs charged to the ARPA/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UGG or other applicable guidelines.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding.

EXHIBIT A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions
Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(j)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent	2 CFR § 200.435	Allowable with restrictions

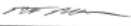
Infringements		
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions
Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages and other settlements	2 CFR § 200.441	Unallowable with exceptions
Fund raising and investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions
General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for

		allocation of indirect costs)
Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency
Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions

Specialized service facilities	2 CFR § 200.468	Allowable with restrictions
Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions
Trustees	2 CFR § 200.475	Not specifically addressed

NOW, THEREFORE, BE IT RESOLVED, that the Archer Lodge Town Council of the Town of Archer Lodge, North Carolina, hereby adopts and enacts the policies herein, which shall apply to any expenditure of the ARPA/CSLFRF funds.

DULY ADOPTED ON THIS 1st DAY OF MAY 2023, WHILE IN REGULAR SESSION.



(SEAL)

Matthew B. Mulhollem
Mayor

ATTEST:



(SEAL)

Jenny Martin
Town Clerk



Having no further comments or discussion, Mayor Mulhollem called for a motion.

Moved by: Council Member Wilson

Seconded by: Mayor Pro Tem Castleberry

Adopted Resolution# AL2023-05-01b - Adopting Required Policies Pertaining to Expenditure of ARPA/CSLFRF Funds.

CARRIED UNANIMOUSLY

6. TOWN ATTORNEY'S REPORT:

- a) **Attorney Burrell shared that shortly after last month's Town Council Meeting, Mr. Chadwick, Council Member Bruton, and himself met with Mr. Casey, who spoke during the Public Remarks section at the April 3, 2023 Town Council Meeting, regarding the cell tower lease. Based on information from their discussion with Mr. Kasey and comments received from the Town Council, Mr. Chadwick, Council Member Bruton and Attorney Burrell started working on incorporating all the suggestions into a counter proposal for negotiations with the proposed lease from the cell tower company and will be included on a Town Council Meeting Agenda at a much later date.**

7. PARK UPDATE ~ MIKE GORDON

- a) **Mr. Gordon reported that the Park playground is in the process of being installed, and he shared that JM Daniels Construction Co., Inc. has finished paving most of Phase II to include the parking lot and most of the concrete walkways. Mr. Gordon shared that Duke Energy Company is installing the lights for the parking lot. Once the electrician installs the panel box, Duke Energy will be able to install power for the Park. He informed that Johnny House, Engineering Technologist III, with Duke Energy has officially retired but will be in contact to make sure that the power is turned on. Mr. Gordon informed Council that a trailer has been purchased for transporting the ground maintenance equipment. He also informed Council that the Town is in the process of acquiring a reel mower and zero turn mower, which was included in the budget**

last year. Mr. Gordon shared that the picnic shelter will be delivered tomorrow, May 2, 2023. G&G Builder, Inc. is preparing for the installation of the restrooms under the shelter. Mr. Gordon reported that the antique carbide generator has been removed from the ground on the west side of the Park and decisions will have to be made on what to do with it.

Mr. Chadwick mentioned how appreciative Staff was with Jake and Emily with And Other Works Architects. Jake and Emily have been working with the Town, G&G Builder, Inc., and a structural engineer to help with the restrooms and the old farmhouse on the west side of the Park.

8. TOWN ADMINISTRATOR'S REPORT:

- a) Mr. Chadwick reported that he attended the NC League of Municipalities CityVision Annual Conference and shared that it was extremely informative and that he participated in work sessions that were discussing staffing shortages, land use, and strategic planning. Mr. Chadwick recommended that Council attend the event and other training classes with the NCLM.

He reminded the Council of the Budget Presentation meeting on May 15, 2023 and noted that he and Ms. Batten had been meeting a considerable amount of time in preparation for it.

On Wednesday, May 3, 2023, The Town of Clayton, the Town of Archer Lodge, and Johnston County have been invited to discuss the NCDOT Metropolitan Planning Organization (MPO and Rural Planning), this is the second meeting to freely discuss their interest in the organization. Mayor Mulhollem shared that it did not appear to be beneficial for the Town of Archer Lodge to "reinvent the wheel" and invest in this organization.

Mr. Chadwick reminded Council Members and the Mayor, that are up for re-election, of the deadline to file for the Municipal Election.

No further comments or discussion.

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

- a) **Interim Financial Reports for March 2023**

Ms. Batten shared an interim summary for all funds ending March 31, 2023. She shared that we are 75% completed for the fiscal year. For the month, we were in the red by almost \$63,000. The actual to date net difference between revenues and expenditures in the General Fund is around \$458,000.

Regarding the Capital Reserve Fund 30, Ms. Batten mentioned that the only transaction for the month is the investment earnings.

Regarding the Park Reserve Fund 31, Ms. Batten mentioned that the only activity has been the investment earnings and the \$0.02 transfer for the taxes. The actual to date revenue for the Park Reserve Fund 31 is around \$83,000.

Regarding the Public Safety Reserve Fund 32, Ms. Batten mentioned that the only activity has been investment earnings.

When comparing revenues in March 2022 with March 2023 in the General Fund, Ms. Batten mentioned that we are at around \$477,000 more this

year. Ms. Batten stated that the expenditures for this year was around \$151,000 more than last year. March 2023 appears to be better than March 2022 by around \$325,000.

Ms. Batten shared that last Thursday, April 27, 2023, the Town has currently spent around \$833,000 of the PARTF grant and has only received around \$270,000 of the grant. The Town has a little less than \$15,000 left to encumber.

Regarding the ARPA Funds, Ms. Batten mentioned that the Town has received around \$1,050,000. As of April 26, 2023, the Town has spent \$672,987. The Town has a little less than \$60,000 left to encumber.

Regarding the SCIF Funds, the Town has received around \$855,000. As of April 26, 2023, the Town has spent \$39,953.00. The Town has around \$542,000 left to encumber.

No further comments or discussion.

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

a) Salary/Hourly Schedule

Ms. Martin shared that she updated the Salary Schedule to include grades 4 - 9 and provided a copy that was attached to the Agenda. She also attached a copy of the Hourly Schedule to the Agenda and noted that it was based off of the Salary Schedule. Ms. Martin informed that the Salary and Hourly schedules will be updated yearly if the Town receives a COLA. Mr. Chadwick explained how important it is to update the schedules annually if we receive a COLA. He explained that the salaries will be adjusted according to inflation as the consumer price index goes up. He added that if the ranges are not updated, then it would cause the salary rates to get behind.

b) Drug/Alcohol Testing Update

Ms. Martin shared that she has been in the process of getting a drug and alcohol testing site in place. She explained that this was important with Town Hall Staff growing and more Parks & Recreation positions coming that are classified as safety sensitive, especially when operating maintenance equipment and vehicles that will be transporting equipment. She informed Council that after having done research, she found it best for the Town to use FastMed for Drug/Alcohol Testing and for Workers Comp cases. Ms. Martin informed that she is working on safety policies for the Town and advised that she will keep the Council updated.

c) Parks Maintenance Specialist Position Update

Ms. Martin informed Council that 8 applications had been received for the Parks Maintenance Specialist position. Out of the 8 applicants, Ms. Martin and Mr. Allen have narrowed the candidates down to 4 for interviewing. The interviews will take place next week, May 9-10, 2023. Mr. Allen noted that he was impressed with the pool of applicants that were received. He commended Ms. Martin for advertising the position and for the qualified candidates that were received.

No further comments or discussion.

11. PARKS AND RECREATION DIRECTOR'S REPORT:

- a) **Mr. Allen shared that he had the pleasure of providing his services assisting with the NC Senior Games and added that there was a total of 154 Seniors that participated across Johnston County. Mr. Allen shared that he would like to work with Ms. Teresa Purvis, Senior Activities Coordinator at the Archer Lodge Community Center, to possibly implement some classes for local seniors. He informed Council that he would get feedback from the Seniors in the community and schedule instructors to provide demonstrations of the activities/classes before implementing the classes. Mr. Allen recommended that classes be at a reduced rate or free of charge for the Seniors.**

Mr. Allen shared with Council that he attended the SWAC (Statewide Athletics Committee) meeting in Mebane, NC and explained that the committee gives cities/municipalities the chance to participate with other municipalities across the state for post-season play. He noted that he would like for the Town of Archer Lodge to host regional or state championship games in the future.

Mr. Allen informed Council that he has submitted a proposed Behavior Policy for spectators, players, and coaches for review and that he will present it at a future meeting.

Mr. Allen shared that the Town received \$47,500 in funds from the Johnston County Open Space Grant for the parking lot on the west side of the Town Park. He also shared that he received an email informing him that the Carolina Panthers Grant was in its final stages and that the Town will be notified if awarded.

No further comments or discussion.

12. PLANNING/ZONING REPORT:

a) Planning/Zoning Update

Mr. Emory shared that everything is running smoothly as normal for Planning & Zoning. He issued a couple of "Stop Work" orders but residents have come in and applied for permits. Mr. Emory noted that the Planning Board is scheduled to meet Wednesday, May 17, 2023, and that a draft Minimum Housing Ordinance will be included on the Agenda for review and recommendations. If there is a recommendation of approval by the Planning Board, Mr. Emory will give the draft ordinance to Attorney Burrell to make any needed corrections.

b) Code Enforcement Monthly Report

Mr. Emory shared that in April 2023, there were 31 Code Enforcement cases abated out of the 111 citations issued. Abatements were at 64% last month and are at 83% to date. He reported that 22 signs were picked up that were in violation. He shared that there were 9 new cases that were opened up and that his team has followed up on 41 previous cases.

Discussion followed regarding tiny homes and animal control ordinances.

13. MAYOR'S REPORT:

- a) Mayor Mulhollem informed Council that he will be coordinating with Staff regarding the purchase of a bench or marker for the Town Park to recognize the Smith Family, prior owners of the Park property. He shared that the Smith Family was very adamant on the Town not naming the Town Park after their family but is in agreement to purchase something to recognize their family.

14. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

- a) Council Member Wilson had no remarks.
- b) Council Member Jackson shared that with all the growth that is coming to the Town, it is important that everyone has good communication with the citizens and organizations within the Town. He wanted clarification on whether the Town is maintaining the grass at the Archer Lodge Community Center. Mr. Chadwick informed that the Town cannot provide any maintenance until an agreement between the Town and the Community Center has been signed. Mayor Mulhollem reiterated Mr. Chadwick's comments on needing to have an agreement in place.
- c) Council Member Purvis had no remarks.
- d) Mayor Pro Tem Castleberry shared that he had served on the Johnston County Economic Development Board for approximately 12 years and added that he would like to invite the Board Members to come to the Town, during one of the Johnston County Economic Development's normal meeting day luncheons, to provide them lunch and to take them on a tour of the Town. Mayor Mulhollem noted that he would be glad for the Board Members to visit.
- e) Council Member Bruton had no remarks.

15. ADJOURNMENT:

- a) No further business.

Moved by: Council Member Jackson
Seconded by: Council Member Purvis

Adjourned meeting at 8:54 p.m.

CARRIED UNANIMOUSLY

Matthew B. Mulhollem, Mayor

Jenny Martin, Town Clerk

MINIMUM HOUSING REGULATIONS

Statutory reference:

Repair, closing or demolition of abandoned structures, see G.S. 160D-1203

GENERAL PROVISIONS

SCOPE.

The provisions of this chapter and of the regulatory codes herein adopted shall apply to the following:

- (A) The location, design, materials, equipment, construction, reconstruction, alteration, repair, maintenance, moving, demolition, removal, use and occupancy of every dwelling or any appurtenances connected, attached or used in connection with any dwelling;
- (B) The installation, erection, alteration, repair, use and maintenance of plumbing systems consisting of building sewers, building drains, waste and vent systems, hot and cold-water supply systems, and all fixtures and appurtenances thereof;
- (C) The installation, erection, alteration, repair, use and maintenance of mechanical systems consisting of heating, ventilating, air conditioning or refrigerating systems, fuel burning equipment, and appurtenances thereof; and
- (D) The installation, erection, alteration, repair, use and maintenance thereof.

JURISDICTION.

The provisions of this chapter and of the regulatory codes herein adopted shall apply within the corporate limits of the town and within the town's extraterritorial jurisdiction beyond and surrounding the corporate limits as shown on the official zoning map of the town (if applicable).

STATE BUILDING CODE ADOPTED

The current version of the North Carolina State Building Code is hereby adopted, and any later adopted versions of the State Building Code shall be deemed adopted by the town without further action by the Town Council.

COMPLIANCE WITH THE STATE BUILDING CODE

All dwellings, nonresidential buildings and other structures which are hereafter constructed, reconstructed, erected, altered, extended, enlarged, repaired, demolished or moved shall conform to the requirements of the North Carolina State Building Code.

MINIMUM HOUSING STANDARDS

FINDING; PURPOSE.

(A) Pursuant to G.S. § 160D-1203, it is hereby found and declared that there exist in the town dwellings which are unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accidents and other calamities, lack of ventilation, light and sanitary facilities, and due to other conditions rendering the dwellings unsafe or unsanitary, and dangerous and detrimental to the health, safety and morals, and otherwise inimical to the welfare of the residents of the town.

(B) In order to protect the health, safety and welfare of the residents of the town, as authorized by G.S. § 160D-1203et seq., it is the purpose of this chapter to establish minimum standards of fitness for the initial and continued occupancy of all buildings used for human habitation, as expressly authorized by G.S. § 160D-1203.

DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BASEMENT. A portion of a building which is located partly underground, having direct access to light and air from windows located above the level of the adjoining ground.

CELLAR. A portion of a building located partly or wholly underground having an inadequate access to light and air from windows located partly or wholly below the level of the adjoining ground.

DETERIORATED. A dwelling which is unfit for human habitation and can be repaired, altered or improved to comply with all of the minimum standards established by this chapter, at a cost not in excess of 50% of its value, as determined by finding of the Inspector.

DILAPIDATED. A dwelling which is unfit for human habitation and cannot be repaired, altered or improved to comply with all of the minimum standards established by this chapter at a cost not in excess of 50% of its value, as determined by a finding of the Inspector.

DWELLING. Any building, structure, manufactured home or mobile home, or part thereof, used and occupied for human habitation or intended to be so used, and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith, except that a “dwelling” does not include any manufactured home or mobile home, which is used solely for a seasonal vacation purpose, or other temporary housing. See, “Temporary Housing,” below.

DWELLING, DWELLING UNIT, ROOMING HOUSE, ROOMING UNIT, PREMISES. Shall be construed as though they were followed by the words or any part thereof.

DWELLING UNIT. Any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

EXTERMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or by any other recognized and legal pest elimination methods approved by the Inspector.

GARBAGE. The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

HABITABLE ROOM. A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, heater rooms, foyers or communicating corridors, closets and storage spaces.

INFESTATION. The presence, within or around a dwelling, of any insects, rodents or other pests in a number as to constitute a menace to the health, safety or welfare of the occupants or the public.

INSPECTOR. A Building Inspector or any other official or employee of the town authorized by ordinance to exercise the powers and duties of this chapter. The term "Inspector" shall have the same meaning as "public officer," as that term is used in G.S. Chpt. 160A, Art. 19., Part 6, "Minimum Housing Standards."

MANUFACTURED HOME. Means a structure as defined in G.S. § 143-145(7). A manufactured home may also be referred to as a "mobile home."

MULTIPLE DWELLING. Any dwelling containing more than two dwelling units.

OCCUPANT. Any person over one year of age, living, sleeping, cooking or eating in, or having actual possession of a dwelling unit or rooming unit.

OPERATOR. Any person who has charge, care or control of a building, or part thereof, in which dwelling units or rooming units are let.

OWNER. The holder of fee simple title to real property and every mortgagee of record.

PARTIES IN INTEREST. All individuals, associations and corporations who have interests of record in a dwelling and any who are in possession thereof.

PLUMBING. All of the following supplied facilities and equipment: gas pipes, gas burning equipment, water pipes, mechanical garbage disposal units (mechanical sink grinder), waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basin, drains, vents and any other similar supplied fixtures, together with all connections to water, sewer or gas lines.

PUBLIC AUTHORITY. The Town Housing Authority or any officer who is in charge of any department or branch of the government of the Town of Archer Lodge or Johnston County or the State of North Carolina relating to health, fire, building regulations or other activities concerning dwellings in the town.

ROOMING HOUSE. Any dwelling, or that part of any dwelling containing one or more rooming units, in which space is let by the owner or operator to three or more persons who are not husband and wife, son or daughter, mother or father or sister or brother of the owner or operator.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit, used or intended to be used for living and sleep, but not for cooking or eating purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage and ashes, and the term shall include paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass crockery and dust.

SUPPLIED. Paid for, furnished or provided by, or under the control of, the owner or operator.

TEMPORARY HOUSING. Any tent, trailer or other structure used for human shelter which is designed to be transportable, and which is not attached to the ground, to another structure, or to any utilities system on the same premises for more than thirty (30) consecutive days.

UNFIT FOR HUMAN HABITATION. Conditions which exist in a dwelling which violate or do not comply with one or more of the minimum standards of fitness or one or more of the requirements established by this chapter.

FITNESS OF DWELLINGS AND DWELLING UNITS.

(A) Every dwelling and dwelling unit used as a human habitation, or held out for use as a human habitation, shall comply with the North Carolina State Building Code and all of the minimum standards of fitness for human habitation and other requirements this code.

(B) No person shall occupy as owner-occupant or let to another for occupancy or use as a human habitation, any dwelling or dwelling unit which does not comply with the North Carolina State Building Code and all of the minimum standards of fitness for human habitation and other requirements of this code.

STRUCTURAL CONDITION.

(A) Walls or partitions or supporting members, sills, joists, rafters or other structural members shall not list, lean or buckle, and shall not be rotted, deteriorated or damaged, and shall not have holes or cracks which might admit rodents.

(B) Floors or roofs shall have adequate supporting members and strength to be reasonably safe for the purpose used.

(C) Foundations, foundation walls, piers or other foundation supports shall not be deteriorated or damaged.

(D) Steps, stairs, landings, porches or other parts or appurtenances shall be maintained in a condition that they will not fail or collapse.

5. (E) Adequate facilities for egress in case of fire or panic shall be provided.

6. (F) Interior walls and ceilings of all rooms, closets and hallways shall be finished of suitable

materials, which will, by use of reasonable household methods, promote sanitation and cleanliness, and shall be maintained in a manner so as to enable the occupants to maintain reasonable privacy between various spaces.

(G) The roof, flashings, exterior walls, basement walls, floors and all doors and windows exposed to the weather shall be constructed and maintained so as to be weather and watertight.

(H) There shall be no chimneys or parts thereof which are defective, deteriorated or in danger of falling, or in a condition or location as to constitute a fire hazard.

(I) There shall be no use of the ground for floors, or wood floors on the ground.

BASIC EQUIPMENT AND FACILITIES.

(A) Plumbing system.

(1) Each dwelling unit shall be connected to a potable water supply and to the public sewer or other approved sewage disposal system.

(2) (a) Each dwelling unit shall contain not less than a kitchen sink, lavatory, tub or shower, water closet, and adequate supply of both cold water and hot water.

(b) All water shall be supplied through an approved pipe distribution system connected to a potable water supply.

(3) All plumbing fixtures shall meet the standards of the North Carolina State Building Code and shall be maintained in a state of good repair and in good working order.

(4)(a) All required plumbing fixtures shall be located within the dwelling unit and be accessible to the occupants of the same.

(b) The water closet and tub or shower shall be located in a room or rooms affording privacy to the user.

(B) *Heating system.* Every dwelling and dwelling unit shall have facilities for providing heat in accordance with either division (B)(1) or (B)(2) below.

(1) *Central and electric heating systems.* Every central or electric heating system shall be of sufficient capacity, and shall be connected, so as to heat all habitable rooms, bathrooms and water closet compartments in every dwelling unit to a minimum temperature of 70°F measured as a point three (3) feet above the floor.

(2) *Other heating facilities.* Where a central or electric heating system is not provided, each dwelling and dwelling unit shall be provided with sufficient fireplaces, chimneys, flues or gas vents whereby heating appliances may be connected so as to heat all habitable rooms to a minimum temperature of 70°F measured three (3) feet above the floor.

(3) *Portable kerosene heaters.* Portable kerosene heaters are not acceptable as a permanent source of heat but may be used as a supplementary source in single family dwellings and duplex units. An owner who has complied shall not be held in violation of this subsection where an occupant of a dwelling unit uses a kerosene heater as a primary source of heat.

(C) Electrical system.

(1)(a) Every dwelling and dwelling unit shall be wired for electric lights and convenience receptacles. Every habitable room shall contain at least two (2) floor or wall-type electric convenience receptacles, connected in a manner as determined by the North Carolina State Building Code.

(b) There shall be installed in every bathroom, water closet room, laundry room and furnace room, at least one supplied ceiling, or wall-type electric light fixture.

(c) In the event wall or ceiling light fixtures are not provided in any habitable room, then each habitable room shall contain at least three floor or wall-type electric convenience receptacles.

(2) Every public hall and stairway in every multi-dwelling shall be adequately lighted by electric lights at all times when natural daylight is not sufficient.

(3) All fixtures, receptacles, equipment and wiring shall be maintained in a state of good repair, safe, capable of being used, and installed in accordance with the North Carolina State Building Code.

VENTILATION.

(A) General.

(1) Every habitable room shall have at least one (1) window or skylight facing directly to the outdoors.

(2) The minimum total window area, measured between stops, for every habitable room shall be 10% of the floor area of the room.

(3) Whenever walls or other portions of structures face a window or any room and the light-obstructing structures are located less than five (5) feet from the window and extend to a level

above that of the ceiling of the room, the window shall not be deemed to face directly to the outdoors and shall not be included as contributing to the required minimum total window area.

(4) Whenever the only window in a room is a skylight-type window in the top of the room, the total window area of the skylight shall equal at least 15% of the total floor area of the room.

(B) Habitable rooms.

(1) Every habitable room shall have at least one (1) window or skylight which can easily be opened, or other device as will adequately ventilate the room.

(2) The total openable window area in every habitable room shall be equal to at least 45% of the minimum window area size or minimum skylight-type window size as required, or shall have other approved, equivalent ventilation.

(C) Bathroom and water closet rooms. Every bathroom and water closet compartment shall comply with the light and ventilation requirements for habitable rooms except that no window or skylight shall be required in adequately ventilated bathrooms and water closet rooms equipped with an approved ventilation system.

SPACE, USE AND LOCATION.

(A) Room sizes. Every dwelling unit shall contain at least the minimum room size in each habitable room as required by the North Carolina State Building Code.

(1) Every dwelling unit shall contain at least 150 square feet of habitable floor area for the first occupant, at least 100 square feet of additional habitable area for each of the next three (3) occupants, and at least seventy-five (75) square feet of additional habitable floor area for each additional occupant.

(2) In every dwelling unit and in every rooming unit, every room occupied for sleeping purposes by one occupant shall contain at least seventy (70) square feet of floor area, and every room occupied for sleeping purposes by more than one (1) occupant shall contain at least fifty (50) square feet of floor area for each occupant twelve (12) years of age and over and at least thirty-five (35) square feet of floor area for each occupant under twelve (12) years of age.

(B) Ceiling height. At least one-half (1/2) of the floor area of every habitable room shall have a ceiling height of not less than seven (7) feet and six (6) inches.

(C) Floor area calculation.

(1) Floor area shall be calculated on the basis of habitable room area. However, closet area and wall area within the dwelling unit may count for not more than 10% of the required habitable floor area.

(2) The floor area of any part of any room where the ceiling height is less than four and one-half (4 1/2) feet shall not be considered as part of the floor area computing the total area of the room to determine maximum permissible occupancy.

4. (D) *Cellar*. No cellar shall be used for living purposes.

5. (E) *Basements*. No basement shall be used for living purposes unless:

(1) The floor and walls are substantially watertight;

(2) The total window area, total openable window area and ceiling height are equal to those required for habitable rooms; and

(3) The required minimum window area of every habitable room is entirely above the grade adjoining the window area, except where the window or windows face a stairwell, window well or access way.

SAFE AND SANITARY MAINTENANCE.

(A) *Exterior foundation, walls and roofs*.

(1) Every foundation wall, exterior wall and exterior roof shall be substantially weather tight and rodent proof, shall be kept in sound condition and good repair, shall be capable of affording privacy; shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon.

(2) Every exterior wall shall be protected with paint or other protective covering to prevent the entrance or penetration of moisture or the weather.

(B) *Interior floors, walls and ceilings*. Every floor, interior wall and ceiling shall be substantially rodent proof, shall be kept in sound condition and good repair and shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon.

(C) *Windows and doors*. Every window, exterior door, basement or cellar door, and hatchway shall be substantially weather tight, watertight and rodent proof, and shall be kept in sound working condition and good repair.

(D) *Stairs, porches and appurtenances*. Every outside and inside stair, porch and any appurtenance thereto shall be safe to use and capable of supporting the load that normal use may cause to be placed thereon; and shall be kept in sound condition and good repair.

(E) *Bathroom floors*. Every bathroom floor surface and water closet compartment floor surface shall be constructed and maintained so as to be reasonably impervious to water and so as to permit the floor to be easily kept in a clean and sanitary condition.

(F) *Supplied facilities.* Every supplied facility, piece of equipment or utility which is required under this chapter shall be so constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition.

(G) *Drainage.* Every yard shall be properly graded so as to obtain thorough drainage and so as to prevent the accumulation of stagnant water.

(H) *Noxious weeds.* Every yard and all exterior property areas shall be kept free of species of weeds or plant growth which are noxious or detrimental to health.

(I) *Egress.* Every dwelling unit shall be provided with adequate means of egress as required by the North Carolina State Building Code.

CONTROL OF INSECTS, RODENTS AND INFESTATIONS.

(A) *Screens.* In every dwelling unit, for protection against mosquitoes, flies and other insects, every door opening directly from a dwelling unit to outdoor space shall have supplied and installed screens and a self-closing device; and every window or other device with openings to outdoor space, used or intended to be used for ventilation, shall likewise be supplied with screens installed.

(B) *Rodent control.* Every basement or cellar window used or intended to be used for ventilation, and every other opening to a basement which might provide an entry for rodents, shall be supplied with screens installed or other approved device as will effectively prevent their entrance.

(C) *Infestation.*

(1) Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for the extermination whenever his or her dwelling unit is the only one infested.

(2) Whenever infestation is caused by failure of the owner to maintain a dwelling in a rodent proof or reasonably insect proof condition, extermination shall be the responsibility of the owner.

(3) Whenever infestation exists in two or more dwelling units in any dwelling or in the shared or public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of the owner.

(D) *Rubbish storage and disposal.* Every dwelling and every dwelling unit shall be supplied with approved containers and covers for storage of rubbish as required by town ordinances, and the owner, operator or agent in control of the dwelling or dwelling unit shall be responsible for the removal of rubbish.

(E) *Garbage storage and disposal.* Every dwelling and every dwelling unit shall be supplied with an approved garbage disposal facility, which may be an adequate mechanical garbage disposal unit (mechanical sink grinder) in each dwelling unit or an incinerator unit, to be approved by a Town Building Inspector, in the structure for the use of the occupants of each dwelling unit, or an approved outside garbage can as required by town ordinances.

ROOMING HOUSES; EXCEPTIONS.

All of the provisions of this chapter, and all of the minimum standards and requirements of this chapter, shall be applicable to rooming houses, and to every person who operates a rooming house, or who occupies or lets to another for occupancy any rooming unit in any rooming house, except as provided in the following divisions.

(A) *Water closet, hand lavatory and bath facilities.*

(1) At least one (1) water closet, lavatory basin and bathtub or shower, properly connected to an approved water and sewer system and in good working condition, shall be supplied for each four (4) rooms within a rooming house wherever the facilities are shared.

(2) All the facilities shall be located within the residence building served and shall be directly accessible from a common hall or passageway and shall be not more than one (1) story removed from any of the persons sharing the facilities. at all times.

(3) Every lavatory basin and bathtub or shower shall be supplied with hot and cold water

(4) The required facilities shall not be located in a cellar.

(B) *Minimum floor area for sleeping purposes.* Every room occupied for sleeping purposes by one (1) occupant shall contain at least seventy (70) square feet of floor area, and every room occupied for sleeping purposes by more than one (1) occupant shall contain at least (fifty) 50 square feet of floor area for each occupant (twelve) 12 years of age and over and at least (thirty-five) 35 square feet of floor area for each occupant under (twelve) 12 years of age.

(C) *Sanitary conditions.* The operator of every rooming house shall be responsible for the sanitary maintenance of all walls, floors and ceilings, and for the sanitary maintenance of every other part of the rooming house; and he or she shall be further responsible for the sanitary maintenance of the entire premises where the entire structure or building within which the rooming house is contained is leased or occupied by the operator.

(D) *Sanitary facilities.* Every water closet, flush urinal, lavatory basin and bathtub or shower required by subsection (A) above shall be located within the rooming house and within a room or rooms which afford privacy and are separate from the habitable rooms, and which are accessible from a common hall and without going outside the rooming house or through any other room therein.

RESPONSIBILITIES OF OWNERS AND OCCUPANTS.

(A) *Public areas.* Every owner of a dwelling containing two or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof.

(B) *Cleanliness.* Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he or she occupies and controls.

(C) *Rubbish and garbage.*

(1) Every occupant of a dwelling or dwelling unit shall dispose of all his or her rubbish and garbage in a clean and sanitary manner.

(D) *Supplied plumbing fixtures.* Every occupant of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation of the same.

(E) *Care of facilities, equipment and structure.* No occupant shall willfully destroy, deface or impair any of the facilities or equipment, or any part of the structure of a dwelling or dwelling unit.

INSPECTOR; POWERS AND DUTIES.

(A) *Inspector appointed.* The Town Administrator is hereby appointed to serve as the Minimum Housing Inspector. The Town Administrator may delegate these duties to any town employee or contractor.

(B) *Duties.* It shall be the duty of the Inspector:

(1) To investigate the dwelling conditions, and to inspect dwellings and dwelling units located in the town, in order to determine which dwellings and dwelling units are unfit for human habitation, and for the purpose of carrying out the objectives of this chapter with respect to the dwellings and dwelling units;

(2) To take action, together with other appropriate departments and agencies, public and private, as may be necessary to effect rehabilitation of housing which is deteriorated;

(3) To keep a record of the results of inspections made under this chapter and an inventory of those dwellings that do not meet the minimum standards of fitness herein prescribed; and

(4) To perform the other duties as may be herein prescribed.

(C) *Powers.* The Inspector is authorized to exercise the powers as may be necessary or convenient to carry out and effectuate the purpose and provisions of this chapter including the following powers in addition to others herein granted:

- (1) To investigate the dwelling conditions in the town in order to determine which dwellings therein are unfit for human habitation;
 - (2) To administer oaths and affirmations, examine witnesses and receive evidence;
 - (3) To enter upon premises for the purpose of making examinations and inspections; provided, the entries shall be made in accordance with law and in the manner as to cause the least possible inconvenience to the persons in possession; and
 - (4) To appoint and fix the duties of the officers, agents and employees as he or she deems necessary to carry out the purpose of this chapter.
- (D) Relief from personal liability. Any official, officer, employee, or authorized qualified third-party agency or individual charged with the enforcement of this code, while acting for the Town, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act required or permitted in the discharge of the official duties described herein.

PROCEDURE FOR ENFORCEMENT; SERVICE OF COMPLAINTS AND ORDERS.

(A) Procedure for enforcement.

(1) Preliminary investigation; notice; hearing.

- (a) Whenever a petition is filed with the Inspector by a public authority or by at least five (5) residents of the town charging that any dwelling or dwelling unit is unfit for human habitation, or whenever it appears to the Inspector, upon inspection, that any dwelling or dwelling unit is unfit for human habitation, he or she shall if his or her preliminary investigation discloses a basis for the charges, issue and cause to be served upon the owner of and parties in interest in the dwelling or dwelling unit a complaint stating the charges and containing a notice that a hearing will be held before the Inspector at a place therein fixed, not less than ten (10) nor more than thirty (25) days after the serving of the complaint.
- (b) The owner or any party in interest shall have the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint.
- (c) Notice of the hearing shall also be given to at least one of the persons signing a petition relating to the dwelling.
- (d) Any person desiring to do so may attend the hearing and give evidence relevant to the matter being heard.
- (e) Hearings before the Inspector shall be quasi-judicial in nature. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the Inspector.

(2) Procedure after hearing.

(a) After the notice and hearing, the Inspector shall state in writing his or her determination whether the dwelling or dwelling unit is unfit for human habitation. If the Inspector determines the dwelling or dwelling unit is unfit for human habitation, then her or she shall also determine whether the structure is deteriorated or dilapidated.

(b) 1. If the Inspector determines that the dwelling or dwelling unit is deteriorated, he or she shall state in writing his or her findings of fact in support of the determination, and shall issue and cause to be served upon the owner thereof an order directing and requiring the owner to repair, alter and improve the dwelling or dwelling unit to comply with the minimum standards of fitness established by this chapter within a specified period of time, not to exceed ninety (90) days. 2. If the Inspector determines that the dwelling or dwelling unit is deteriorated, the order may also require that the property be vacated and closed. The Inspector may issue an order to vacate and close only if the Inspector determines in writing that continued occupancy during the time allowed for repair will present a significant threat of bodily harm, taking into account the nature of the necessary repairs, alterations, or improvements; the current state of the property; and any additional risks due to the presence and capacity of minors under the age of eighteen (18) or occupants with physical or mental disabilities.

(c) If the Inspector determines that the dwelling is dilapidated, he or she shall state in writing his or her findings of fact to support the determination, and shall issue and cause to be served upon the owner thereof an order directing and requiring the owner to either repair, alter and improve the dwelling or dwelling unit to comply with the minimum standards of fitness established by this chapter or else vacate and remove or demolish the same within a specified period of time not to exceed ninety (90) days. However, notwithstanding any other provision of law, if the dwelling is located in a historic district of the town and the town's Historic District Commission determines, after a public hearing as provided by ordinance, that the dwelling is of particular significance or value toward maintaining the character of the district, and the dwelling has not been condemned as unsafe, the order may require that the dwelling be vacated and closed consistent with G.S. § 160D-1203.

(d) An order issued shall also state:

(i) That the failure to make timely repairs as directed in the order shall make the dwelling subject to the issuance of an unfit order, and

(ii) That any person aggrieved by the order may appeal the decision to the Zoning Board of Adjustment within thirty (30) days from the rendering of the decision or service of the order.

(B) Whenever the Inspector orders a dwelling be vacated and closed or removed or demolished, notice of the order shall be given by first-class mail to any organization involved in providing or restoring dwellings for affordable housing that has filed a written request for such notices. A minimum period of forty-five (45) days from the mailing of such notice shall be given before removal or demolition by action of the Inspector, to allow the opportunity for any organization to

negotiate with the owner to make repairs, lease, or purchase the property for the purpose of providing affordable housing. The Inspector or Town Clerk shall certify the mailing of the notices, and the certification shall be conclusive in the absence of fraud. Only an organization that has filed a written request for such notices may raise the issue of failure to mail such notices, and the sole remedy shall be an order requiring the Inspector to wait forty-five (45) days before causing removal or demolition.

(C) Methods of service of complaints and orders.

(1) Complaints or orders issued by the Inspector shall be served upon persons either personally or by registered or certified mail. When service is made by registered or certified mail, a copy of the complaint or order may also be sent by regular mail. Service shall be deemed sufficient if the registered or certified mail is unclaimed or refused, but the regular mail is not returned by the post office within ten (10) days after the mailing. If regular mail is used, a notice of the pending proceedings shall be posted in a conspicuous place on the premises affected.

(2) If the identities of any owners or the whereabouts of persons are unknown and cannot be ascertained by the Inspector in the exercise of reasonable diligence, or, if the owners are known but have refused to accept service by registered or certified mail, and the Inspector makes an affidavit to that effect, then the serving of the complaint or order upon the owners or other persons may be made by publication in a newspaper having general circulation in the town at least once no later than the time at which personal service would be required under this chapter. When service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the premises thereby affected.

FAILURE TO COMPLY WITH AN ORDER.

(A) Failure to comply with an order – in personam remedy. Pursuant to G.S. § 160D-1203, if the owner of any deteriorated dwelling or dwelling unit shall fail to comply with an order of the Inspector to repair, alter or improve the same within the time specified therein, or if the owner of a dilapidated

dwelling shall fail to comply with an order of the Inspector to vacate and close, and remove or demolish the same within the time specified therein, the Inspector may submit to the Town Council a resolution directing the Town Attorney to institute any appropriate action in the Johnston County Superior Court for an order directing the owner and/or occupants to comply with the order of the Inspector; to otherwise prevent the unlawful erection, construction, reconstruction, alteration or use; to restrain, correct or abate the violation; to prevent the occupancy of the dwelling; or to prevent any illegal act, conduct or use in or about the premises of the dwelling.

(B) Failure to comply with an order – in rem remedy.

(1) If the owner of any deteriorated or dilapidated dwelling or dwelling unit shall fail to comply an order of the Inspector issued pursuant to this chapter, the Inspector may petition the Town Council adopt an ordinance authorizing the Inspector to carry the Inspector's order into effect.

Upon adoption of said ordinance, the Inspector shall proceed to cause the dwelling or dwelling unit to be repaired, altered or improved to comply with the minimum standards of fitness established by this chapter or to be vacated and closed and removed or demolished, as directed by the ordinance of the Town Council and shall cause to be posted on the main entrance of the dwelling or dwelling unit a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful."

(2) No ordinance adopted by the Town Council shall direct the Inspector to take an action other than those actions specified in the Inspector's written order, except that the Council may allow additional time to repair a dwelling.

(3) No ordinance shall be adopted to require demolition of a dwelling until the owner has first been given a reasonable opportunity to bring it into conformity with the town Minimum Housing Code.

(4) Occupation of a building so posted shall constitute a Class 1 misdemeanor.

(B) Each ordinance shall be recorded in the office of the Johnston County Register of Deeds and shall be indexed in the name of the property owner in the grantor index.

COSTS A LIEN ON PREMISES; SALE OF MATERIALS.

(A) As provided by G.S. § 160D-1203, the amount of the cost of any repairs, alterations or improvements, or vacating and closing, or removal or demolition, caused to be made or done by the Inspector shall be a lien against the real property upon which the cost was incurred, which lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in G.S. Chapter. 160D-1203.

(B) If the real property upon which the cost was incurred is located within the corporate limits of the town, then the amount of the cost is also a lien on any other real property of the owner located within the town limits or within one (1) mile thereof except for the owner's primary residence. The additional lien provided in this subdivision is inferior to all prior liens and shall be collected as a money judgment.

(C) If the dwelling is removed or demolished by the Inspector, he or she shall sell the materials of the dwelling, and any personal property, fixtures or appurtenances found in or attached to the dwelling, and shall credit the proceeds of the sale against the cost of the removal or demolition and any balance remaining shall be deposited in the Johnston County Superior Court by the Inspector, shall be secured in a manner directed by the Court, and shall be disbursed by the Court to the persons found to be entitled thereto by final order or decree of the Court. Nothing in this subsection shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their removal or abatement by summary proceedings, or otherwise.

ABANDONMENT OF INTENT TO REPAIR.

(A) If (i) the Town Council has adopted an ordinance as provided in this chapter or the Inspector has issued an order determining a structure is deteriorated and ordering a dwelling to be repaired or vacated and closed and (ii) the dwelling has been vacated and closed for a period of one (1) year pursuant to the ordinance or order, then the Council may conduct a hearing to determine whether the owner has abandoned the intent and purpose to repair, alter or improve the dwelling in order to render it fit for human habitation. If after a hearing, the Council finds that the owner has abandoned his or her intent to repair the dwelling and that the continuation of the dwelling in its vacated and closed status would be inimical to the health, safety, morals and welfare of the town in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this State, then in such circumstances, the Council may, after the expiration of such one (1) year period, enact an ordinance and serve such ordinance on the owner, setting forth the following:

(1) If it is determined that the repair of the dwelling to render it fit for human habitation can be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling, the ordinance shall require that the owner either repair or demolish and remove the dwelling within ninety (90) days; or

(2) If it is determined that the repair of the dwelling to render it fit for human habitation cannot be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling, the ordinance shall require the owner to demolish and remove the dwelling within ninety (90) days.

(B) This ordinance shall be recorded in the Johnston County Register of Deeds and shall be indexed in the name of the property owner in the grantor index. If the owner fails to comply with this ordinance, the Inspector shall effectuate the purpose of the ordinance.

ALTERNATIVE AND SUPPLEMENTAL REMEDIES.

(A) Neither this chapter nor any of its provisions shall be construed to impair or limit in any way the power of the town to define and declare nuisances and to cause their abatement by summary action or otherwise, or to enforce this chapter by criminal process as authorized by G.S. § 14-4.

(C) The enforcement of any remedy provided herein shall not prevent the enforcement of any other remedy or remedies provided herein or in other ordinances or laws.

(D) If any occupant fails to comply with an order to vacate a dwelling, the Inspector, with authorization from the Town Council, may file a civil action in the name of the town to remove such occupant. The action to vacate the dwelling shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as parties-defendant any person occupying such dwelling. The Johnston County Clerk of Superior Court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date and place not to exceed ten (10)

days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G.S. § 42-29. The summons shall be returned according to its tenor, and if on its return it appears to have been duly served, and if at the hearing the Inspector produces a certified copy of an ordinance adopted by the Town Council pursuant to this chapter authorizing the Inspector to proceed to vacate the occupied dwelling, the magistrate shall enter judgment ordering that the premises be vacated and that all persons be removed. The judgment ordering that the dwelling be vacated shall be enforced in the same manner as the judgment for summary ejectment entered under G.S. § 42-30. An appeal from any judgment entered hereunder by the magistrate may be taken as provided in G.S. § 7A-228, and the execution of such judgment may be stayed as provided in G.S. § 7A-227. An action to remove an occupant of a dwelling who is a tenant of the owner may not be in the nature of a summary ejectment proceeding pursuant to this paragraph unless such occupant was served with notice at least thirty (30) days before the filing of the summary ejectment proceeding that the Town Council has ordered the Inspector to proceed to exercise his or her duties pursuant to this chapter to vacate and close or remove and demolish the dwelling.

APPEALS.

(A) An appeal from any decision or order of the Inspector may be taken to the Zoning Board of Adjustment by any person aggrieved thereby or by any officer, board or Council of the town. Any appeal from the Inspector shall be taken within thirty (30) days from the rendering of the decision or service of the order by filing a notice of appeal with the Inspector, which notice shall specify the grounds upon which the appeal is based.

(B) Upon the filing of any notice of appeal, the Inspector shall promptly transmit to the Zoning Board of Adjustment all the papers, photographs and other documents constituting the record upon which the decision appealed from was made.

(C) When an appeal is from a decision of the Inspector refusing to allow the person aggrieved thereby to do any act, his or her decision shall remain in force until modified or reversed. When any appeal is from a decision of the Inspector requiring the person aggrieved to do any act, the appeal shall have the effect of suspending the requirement until the hearing by the Zoning Board of Adjustment, unless the Inspector certifies to the board, after the notice of appeal is filed with him or her, that because of facts stated in the certificate (a copy of which shall be furnished to the appellant), a suspension of his or her requirement would cause imminent peril to life or property. In that case the requirement shall not be suspended except by a restraining order, which may be granted for due cause shown upon not less than one (1) day's written notice to the Inspector, by the board, or by a court of record upon petition.

(D) The Zoning Board of Adjustment shall fix a reasonable time for hearing appeals, shall give due notice to the parties, and shall render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, and may make any decision and order that in its opinion ought to be made in the matter, and to that end it shall have all the powers of the Inspector, but the concurring vote of a majority of the members of the board shall be necessary to reverse or modify any decision or order of the Inspector. The board shall have power also in

passing upon appeals, when practical difficulties or unnecessary hardships would result from carrying out the strict letter of the ordinance, to adapt the application of the ordinance to the necessities of the case to the end that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done.

(E) Every decision of the Zoning Board of Adjustment shall be subject to review by proceedings in the nature of certiorari instituted in the Johnston County Superior Court within fifteen (15) days of the decision of the board, but not otherwise.

(F) Any person aggrieved by an order issued by the Inspector, or a decision rendered by the Zoning Board of Adjustment may petition the Johnston County Superior Court for an injunction restraining the Inspector from carrying out the order or decision and the court may, upon such petition, issue a temporary injunction restraining the Inspector pending a final disposition of the cause. The petition shall be filed within thirty (30) days after issuance of the order or rendering of the decision. Hearings shall be had by the court on a petition within twenty (20) days and shall be given preference over other matters on the court's calendar. The court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. It shall not be necessary to file bond in any amount before obtaining a temporary injunction under this subsection.

CONFLICT WITH OTHER PROVISIONS.

In the event any provision, standard or requirement of this chapter is found to be in conflict with any provision of any other ordinance or code of the town, the provision which establishes the higher standard or more stringent requirement for the promotion and protection of the health and safety of the residents of the town shall prevail.

VIOLATIONS.

(A) It shall be unlawful for the owner of any dwelling or dwelling unit to fail, neglect or refuse to repair, alter or improve the same, or to vacate and close and remove or demolish the same, upon order of the Inspector duly made and served as herein provided, within the time specified in the order, and each day that any failure, neglect or refusal to comply with the order continues shall constitute a separate and distinct offense.

(B) It shall be unlawful for the owner of any dwelling or dwelling unit, with respect to which an order has been issued pursuant to this chapter, to occupy or permit the occupancy of the same after the time prescribed in the order for its repair, alteration or improvement or its vacation and closing, and each day that the occupancy continues after the prescribed time shall constitute a separate and distinct offense.

PENALTY AND ENFORCEMENT.

(A) In addition to the other remedies provided here in, any provision of this chapter may be enforced by any remedy, including but not limited to civil penalties as provided in Code Section 10.99 and G.S. § 160D-1203.

Adopted by the Town of Archer Lodge Council the _____ day of _____
20_____.



PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Archer Lodge

Updated
September 2023

ADDRESS	VIOLATION	STATUS
-----	JP/JV	OPEN
49 Richmond Dr	OL/JP	ABATED
111 Coharie Dr	JV/OL	OPEN
147 Coharie Dr	JV/OL	OPEN
390 Forest Oak Dr	JV	ABATED
212 Forest Oak Dr	JV	ABATED
148 Sanidine Ln	OL	OPEN
202 Sanidine Ln	JV	ABATED
221 Wyndfall Ln	JV	OPEN
2209 Raintree Dr	JV/OL/JP	OPEN
2309 Raintree Dr	JV/JP/OL	OPEN
1113 Wendell Rd	MH	OPEN
483 Wyndfall Ln	JV	OPEN
101 Carrie Dr	JP/OL	OPEN
359 Wyndfall Ln	JP/JV	OPEN
100 Allison Way	JV	OPEN
306 Wyndfall Ln	JV	OPEN
205 Wyndfall Ln	JV	ABATED
200 Wyndfall LN	JV	ABATED
ParID 179000274236	OL	OPEN
12700 Buffalo Rd	JP	OPEN
98 Richmond Dr	JP	OPEN
86 Richmond Dr	JP	OPEN
82 Richmond Dr	JP	OPEN
1013 Deerfield Ct	JP	OPEN
277 CoHarie Dr	JP	OPEN
108 Sprewell Ct	JV/OL	OPEN
181 Tamadge Farm Rd	OL	OPEN
38 S Murphrey Rd	OL	OPEN



PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Archer Lodge

Updated
September 2023

HIGHLIGHTS

- 10 Notice of Violations were issued.
- 06 Cases abated.
- 10 Signs picked up.
- 10 new cases were open, and I conducted follow ups on previously open cases.
- I received a direct complaint about 181 Talmadge Farm Rd ref overgrowth of grass/weeds.



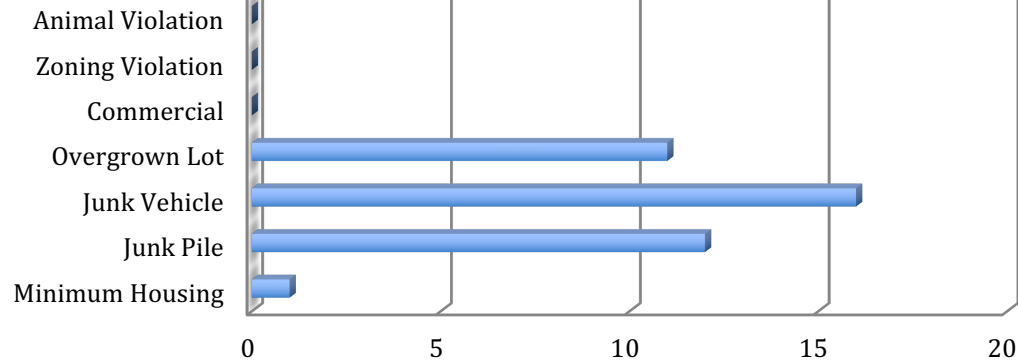
PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Archer Lodge

Updated
September 2023

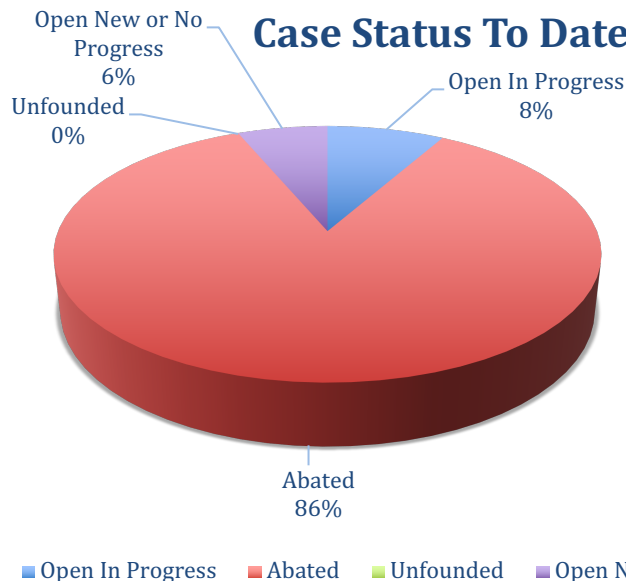
Violations by the Numbers



Minimum Housing	Junk Pile	Junk Vehicle	Overgrown Lot	Commercial	Zoning Violation	Animal Violation		
1	12	16	11	0	0	0		

■ Violations by the Numbers

Case Status To Date



Total Cases - 156

Abated - 135

Unfounded - 0

Open In Progress - 13

Open New/No Progress - 10

■ Open In Progress ■ Abated ■ Unfounded ■ Open New or No Progress ■



TOWN OF ARCHER LODGE FINANCIAL SUMMARY REPORT FOR MONTH END JULY 31, 2023

GENERAL FUND 10

<i>REVENUES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
AD-VALOREM & MOTOR VEHICLE TAXES	1,140,500.00	13,832.62	13,832.62	1.21%
SALES TAXES	306,000.00	0.00	0.00	0.00%
FRANCHISE TAXES	143,000.00	0.00	0.00	0.00%
ALCOHOL BEV TAXES/JO CO ABC DIST	36,500.00	0.00	0.00	0.00%
PERMITS AND FEES	6,000.00	300.00	300.00	5.00%
FEE IN LIEU OF RECREATION	78,000.00	0.00	0.00	0.00%
PARKS & RECREATION FEES	55,000.00	23,790.00	23,790.00	43.25%
PARKS & RECREATION RENTALS	5,000.00	0.00	0.00	
PEG CHANNEL SUPPORT	51,500.00	0.00	0.00	0.00%
MISCELLANEOUS/ALVM BRICK REVENUES	3,000.00	0.00	0.00	0.00%
INVESTMENT EARNINGS	25,000.00	6,993.27	6,993.27	27.97%
TRANSFER IN FROM CAP RES FUND 30	0.00	0.00	0.00	#DIV/0!
TRANSFER IN FROM PARK RES FUND 31	58,000.00	0.00	0.00	0.00%
TRANSFER IN FROM PUBLIC SAFE RES FUND 32	200,000.00	0.00	0.00	0.00%
FUND BALANCE APPROPRIATION	347,846.00	0.00	0.00	0.00%
TOTALS	2,455,346.00	44,915.89	44,915.89	1.83%
<i>EXPENDITURES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	63,515.00	7,222.00	7,222.00	11.37%
ADMINISTRATION	400,950.00	40,852.85	40,852.85	10.19%
JO CO TAX COLLECTION FEES	35,000.00	439.04	439.04	1.25%
LEGAL	18,000.00	0.00	0.00	0.00%
PROPERTY TAXES	100.00	0.00	0.00	0.00%
PUBLIC BUILDINGS	70,000.00	3,320.51	3,320.51	4.74%
PEG MEDIA PARTNERS	51,500.00	0.00	0.00	0.00%
PUBLIC SAFETY	682,000.00	0.00	0.00	0.00%
TRANSPORTATION-PUBLIC WORKS	27,000.00	0.00	0.00	0.00%
PLANNING & ZONING	231,600.00	9,303.58	9,303.58	4.02%
CULTURAL & RECREATION	580,785.00	32,051.77	32,098.42	5.53%
DEBT SERVICES	132,896.00	0.00	0.00	0.00%
TRANSFER TO CAP RESERVE	0.00	0.00	0.00	#DIV/0!
TRANSFER TO PARK RESERVE	162,000.00	0.00	0.00	0.00%
TRANSFER TO PUBLIC SAFETY RESERVE	0.00	0.00	0.00	#DIV/0!
				#DIV/0!
				#DIV/0!
	2,455,346.00	93,189.75	93,236.40	3.80%
Y-T-D GENERAL FUND INCREASE (DECREASE)		(48,273.86)	(48,320.51)	

JULY 31, 2023

CAPITAL RESERVE FUND 30

REVENUES	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	1,000.00	625.76	625.76	62.58%
TRANSFER FROM GEN FUND 10	0.00	0.00	0.00	#DIV/0!
FUND BALANCE APPROPRIATED	0.00	0.00	0.00	#DIV/0!
TOTALS	1,000.00	625.76	625.76	62.58%
EXPENDITURES	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
TRANSFER TO GEN FUND 10	0.00	0.00	0.00	#DIV/0!
TRANSFER TO FUND BALANCE	1,000.00	0.00	0.00	0.00%
TOTALS	1,000.00	0.00	0.00	0.00%
Y-T-D CAP RESERVE FUND INCREASE (DECREASE)		625.76	625.76	

PARK RESERVE FUND 31

REVENUES	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	1,000.00	307.58	307.58	30.76%
TRANSFER FROM GEN FUND 10	162,000.00	0.00	0.00	0.00%
FUND BALANCE APPROPRIATED	0.00	0.00	0.00	#DIV/0!
TOTALS	163,000.00	307.58	307.58	0.19%
EXPENDITURES	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
TRANSFER TO GEN FUND 10	58,000.00	0.00	0.00	0.00%
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	0.00	0.00%
Y-T-D PARK RESERVE FUND INCREASE (DECREASE)		307.58	307.58	

PUBLIC SAFETY RESERVE FUND 32

REVENUES	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	1,000.00	1,744.61	1,744.61	174.46%
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	1,744.61	1,744.61	0.87%
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)		1,744.61	1,744.61	



Kim P. Batten

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**TOWN OF ARCHER LODGE
FINANCIAL SUMMARY REPORT
FISCAL YEAR COMPARISON FOR
PERIOD ENDING JULY 31**

GENERAL FUND				
REVENUES		Jul-23	Jul-22	DIFFERENCE
	AD-VAL & MOTOR VEHICLE TAXES	13,832.62	10,919.36	2,913.26
	SALES TAXES	0.00	0.00	0.00
	FRANCHISE TAXES	0.00	0.00	0.00
	ALCOHOL BEV TAXES/JO CO ABC DIST	0.00	0.00	0.00
	PERMITS AND FEES	300.00	200.00	100.00
	FEE IN LIEU OF RECREATION	0.00	0.00	0.00
	PARKS & RECREATION FEES	23,790.00	0.00	23,790.00
	PARKS & RECREATION RENTALS	0.00	0.00	0.00
	PEG CHANNEL SUPPORT	0.00	0.00	0.00
	MISCELLANEOUS/ALVM BRICK REVENUES	0.00	0.00	0.00
	INVESTMENT EARNINGS	6,993.27	1,802.99	5,190.28
	TRANSFER IN FROM CAPITAL RES FND 30	0.00	0.00	0.00
	TRANSFER IN FROM PARK RESERVE FND 31	0.00	0.00	0.00
	TRANSFER IN FROM PUBLIC SAFE RES FND 32	0.00	0.00	0.00
	FUND BALANCE APPROPRIATED			0.00
Y-T-D INCREASE (DECREASE)		44,915.89	12,922.35	31,993.54
EXPENDITURES		Jul-23	Jul-22	DIFFERENCE
	GOVERNING BODY	7,222.00	6,667.00	555.00
	ADMINISTRATION	40,852.85	33,813.73	7,039.12
	JO CO TAX COLLECTION FEES	439.04	374.00	65.04
	LEGAL	0.00	0.00	0.00
	PROPERTY TAXES	0.00	0.00	0.00
	PUBLIC BUILDINGS	3,320.51	5,763.71	(2,443.20)
	PEG MEDIA PARTNERS	0.00	0.00	0.00
	PUBLIC SAFETY	0.00	0.00	0.00
	TRANSPORTATION-PUBLIC WORKS	0.00	0.00	0.00
	PLANNING & ZONING	9,303.58	12,200.71	(2,897.13)
	CULTURAL & RECREATION	32,051.77	8,012.16	24,039.61
	DEBT SERVICES	0.00	0.00	0.00
	TRANSFER TO CAP RESERVE	0.00	0.00	0.00
	TRANSFER TO PARK RESERVE	0.00	1,438.39	(1,438.39)
	TRANSFER TO PUBLIC SAFETY RESERVE	0.00	0.00	0.00
	TRANSFER TO ARPA & SCIF FUNDS	0.00	0.00	0.00
		93,189.75	68,269.70	24,920.05
Y-T-D INCREASE (DECREASE)		(48,273.86)	(55,347.35)	7,073.49



Kim P. Batten

FINANCE OFFICER



TOWN OF ARCHER LODGE FINANCIAL SUMMARY REPORT FOR MONTH END AUGUST 31, 2023

GENERAL FUND 10				
<i>REVENUES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
AD-VALOREM & MOTOR VEHICLE TAXES	1,140,500.00	18,534.55	32,367.17	2.84%
SALES TAXES	306,000.00	0.00	0.00	0.00%
FRANCHISE TAXES	143,000.00	0.00	0.00	0.00%
ALCOHOL BEV TAXES/JO CO ABC DIST	36,500.00	0.00	0.00	0.00%
PERMITS AND FEES	6,000.00	125.00	425.00	7.08%
FEE IN LIEU OF RECREATION	78,000.00	0.00	0.00	0.00%
PARKS & RECREATION FEES	55,000.00	590.00	24,380.00	44.33%
PARKS & RECREATION RENTALS	5,000.00	0.00	0.00	
PEG CHANNEL SUPPORT	51,500.00	0.00	0.00	0.00%
MISCELLANEOUS/ALVM BRICK REVENUES	3,000.00	0.00	0.00	0.00%
INVESTMENT EARNINGS	25,000.00	6,406.29	13,399.56	53.60%
TRANSFER IN FROM CAP RES FUND 30	0.00	0.00	0.00	#DIV/0!
TRANSFER IN FROM PARK RES FUND 31	58,000.00	58,000.00	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	347,846.00	0.00	0.00	0.00%
TOTALS	2,455,346.00	83,655.84	128,571.73	5.24%
<i>EXPENDITURES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	63,515.00	182.75	7,404.75	11.66%
ADMINISTRATION	400,950.00	49,234.94	90,087.79	22.47%
JO CO TAX COLLECTION FEES	35,000.00	551.25	990.29	2.83%
LEGAL	18,000.00	850.00	850.00	4.72%
PROPERTY TAXES	100.00	0.26	0.26	0.26%
PUBLIC BUILDINGS	70,000.00	21,403.11	24,723.62	35.32%
PEG MEDIA PARTNERS	51,500.00	0.00	0.00	0.00%
PUBLIC SAFETY	682,000.00	6,633.14	6,633.14	0.97%
TRANSPORTATION-PUBLIC WORKS	27,000.00	543.24	543.24	2.01%
PLANNING & ZONING	231,600.00	15,847.64	25,151.22	10.86%
CULTURAL & RECREATION	580,785.00	81,483.01	113,581.43	19.56%
DEBT SERVICES	132,896.00	58,000.00	58,000.00	43.64%
TRANSFER TO CAP RESERVE	0.00	0.00	0.00	#DIV/0!
TRANSFER TO PARK RESERVE	162,000.00	1,316.54	1,316.54	0.81%
TRANSFER TO PUBLIC SAFETY RESERVE	0.00	0.00	0.00	#DIV/0!
				#DIV/0!
				#DIV/0!
	2,455,346.00	236,045.88	329,282.28	13.41%
Y-T-D GENERAL FUND INCREASE (DECREASE)		(152,390.04)	(200,710.55)	

CAPITAL RESERVE FUND 30

<i>REVENUES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	1,000.00	708.90	1,334.66	133.47%
TRANSFER FROM GEN FUND 10	0.00	0.00	0.00	#DIV/0!
FUND BALANCE APPROPRIATED	0.00	0.00	0.00	#DIV/0!
TOTALS	1,000.00	708.90	1,334.66	133.47%
<i>EXPENDITURES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
TRANSFER TO GEN FUND 10	0.00	0.00	0.00	#DIV/0!
TRANSFER TO FUND BALANCE	1,000.00	0.00	0.00	0.00%
TOTALS	1,000.00	0.00	0.00	0.00%
Y-T-D CAP RESERVE FUND INCREASE (DECREASE)		708.90	1,334.66	

PARK RESERVE FUND 31

<i>REVENUES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	1,000.00	14.26	321.84	32.18%
TRANSFER FROM GEN FUND 10	162,000.00	1,316.54	1,316.54	0.81%
FUND BALANCE APPROPRIATED	0.00	0.00	0.00	#DIV/0!
TOTALS	163,000.00	1,330.80	1,638.38	1.01%
<i>EXPENDITURES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
TRANSFER TO GEN FUND 10	58,000.00	58,000.00	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	58,000.00	58,000.00	35.58%
Y-T-D PARK RESERVE FUND INCREASE (DECREASE)		(56,669.20)	(56,361.62)	

PUBLIC SAFETY RESERVE FUND 32

<i>REVENUES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	1,000.00	1,976.41	3,721.02	372.10%
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	1,976.41	3,721.02	1.86%
<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)		1,976.41	3,721.02	



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**TOWN OF ARCHER LODGE
FINANCIAL SUMMARY REPORT
FISCAL YEAR COMPARISON FOR
PERIOD ENDING AUGUST 31**

GENERAL FUND				
REVENUES		Aug-23	Aug-22	DIFFERENCE
	AD-VAL & MOTOR VEHICLE TAXES	32,367.17	23,763.29	8,603.88
	SALES TAXES	0.00	0.00	0.00
	FRANCHISE TAXES	0.00	0.00	0.00
	ALCOHOL BEV TAXES/JO CO ABC DIST	0.00	0.00	0.00
	PERMITS AND FEES	425.00	925.00	(500.00)
	FEE IN LIEU OF RECREATION	0.00	0.00	0.00
	PARKS & RECREATION FEES	24,380.00	0.00	24,380.00
	PARKS & RECREATION RENTALS	0.00	0.00	0.00
	PEG CHANNEL SUPPORT	0.00	0.00	0.00
	MISCELLANEOUS/ALVM BRICK REVENUES	0.00	0.00	0.00
	INVESTMENT EARNINGS	13,399.56	4,236.44	9,163.12
	GRANTS (ARPA, SCIF, JO CO OPEN SPACE)	0.00	525,213.37	(525,213.37)
	TRANSFER IN FROM CAPITAL RES FND 30	0.00	0.00	0.00
	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
	FUND BALANCE APPROPRIATED	0.00	0.00	
Y-T-D INCREASE (DECREASE)		128,571.73	614,138.10	(485,566.37)
EXPENDITURES		Aug-23	Aug-22	DIFFERENCE
	GOVERNING BODY	7,404.75	10,888.11	(3,483.36)
	ADMINISTRATION	90,087.79	53,058.39	37,029.40
	JO CO TAX COLLECTION FEES	990.29	769.38	220.91
	LEGAL	850.00	850.00	0.00
	PROPERTY TAXES	0.26	0.00	0.26
	PUBLIC BUILDINGS	24,723.62	9,195.13	15,528.49
	PEG MEDIA PARTNERS	0.00	0.00	0.00
	PUBLIC SAFETY	6,633.14	298.61	6,334.53
	TRANSPORTATION-PUBLIC WORKS	543.24	555.57	(12.33)
	PLANNING & ZONING	25,151.22	25,037.55	113.67
	CULTURAL & RECREATION	113,581.43	11,894.43	101,687.00
	DEBT SERVICES	58,000.00	60,000.00	(2,000.00)
	TRANSFER TO CAP RESERVE	0.00	0.00	0.00
	TRANSFER TO PARK RESERVE	1,316.54	3,064.09	(1,747.55)
	TRANSFER TO PUBLIC SAFETY RESERVE	0.00	0.00	0.00
	TRANSFER TO ARPA & SCIF FUNDS	0.00	525,213.37	(525,213.37)
		329,282.28	700,824.63	(371,542.35)
Y-T-D INCREASE (DECREASE)		(200,710.55)	(86,686.53)	(114,024.02)

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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 Consult	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)

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			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 09.27.23	\$ 35,230.27		
					Amount Left to Encumber	\$ 97.97		
					TOTAL GRANT & MATCHING AMOUNT	1,000,000.00		

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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	###481<8
04/30/22		KS Bank		42-3831-0000	Investment Earnings		64.79	523,978.88	#B/93;1<<
05/05/22	1907	James Moore & Co	22-00186	42-4120-1900	CPA-Professional Services	2,360.00		521,618.88	#9/7571<
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	

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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	
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	
								172,638.64	
								172,638.64	
						\$ 884,213.05	\$ 1,056,851.69		
					Encumbered Amount as of 09.27.23	\$ 140,309.48			
					Amount Left to Encumber	\$ 32,329.16			

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DATE	CHECK #	PAYEE	PO #	ACCT CODE	DESCRIPTION	CHECK AMOUNT	DEPOSIT	RUNNING BALANCE	
04/27/22		State of NC			State Capital & Infrastructure Fund (SCIF) Directed Grant Funds		850,000.00	850,000.00	
04/30/22		KS Bank		43-3831-0000	Investment Earnings		13.97	850,013.97	
05/31/22		KS Bank		43-3831-0000	Investment Earnings		144.38	850,158.35	
06/30/22		KS Bank		43-3831-0000	Investment Earnings		157.22	850,315.57	
07/31/22		KS Bank		43-3831-0000	Investment Earnings		252.77	850,568.34	
08/31/22		KS Bank		43-3831-0000	Investment Earnings		252.84	850,821.18	
09/15/22	2050	N.W. Poole Well/Pump	23-00019	43-6120-3550	Well Install	8,673.00		842,148.18	
09/30/22		KS Bank		43-3831-0000	Investment Earnings		244.01	842,392.19	
10/31/22		KS Bank		43-3831-0000	Investment Earnings		250.41	842,642.60	
11/03/22	2098	David Brantley & Sons	23-00078	43-6120-3550	Septic Install/Pump Install	29,980.00		812,662.60	
11/30/22		KS Bank		43-3831-0000	Investment Earnings		327.86	812,990.46	
12/30/22		KS Bank		43-3831-0000	Investment Earnings		768.44	813,758.90	
01/31/23		KS Bank		43-3831-0000	Investment Earnings		1,036.71	814,795.61	
02/28/23		KS Bank		43-3831-0000	Investment Earnings		937.57	815,733.18	
03/31/23		KS Bank		43-3831-0000	Investment Earnings		1,039.23	816,772.41	
04/06/23	2260	Susan Hatchell Landscape	23-00245	43-6120-3500	Town Park/Westside Parcel Designs	1,300.00		815,472.41	
04/28/23		KS Bank		43-3831-0000	Investment Earnings		1,005.64	816,478.05	
05/03/23	2288	Susan Hatchell Landscape	23-00245	43-6120-3500	Town Park/Westside Parcel Designs	1,710.00		814,768.05	
05/17/23	2306	JM Daniels	23-00117	43-6120-3550	Phase 2 - Asphalt Paving & Concrete	199,533.73		615,234.32	
05/17/23	2308	NV 5 Engineers & Consultants	23-00246	43-6120-3500	Civil Design of Western Park Parcel	10,000.00		605,234.32	
05/31/23		KS Bank		43-3831-0000	Investment Earnings		909.04	606,143.36	
06/08/23	2331	Susan Hatchell Landscape	23-00245	43-6120-3500	Town Park/Westside Parcel Designs	1,720.00		604,423.36	
06/15/23	2342	NV 5 Engineers & Consultants	23-00269	43-6120-3500	Nat Resources Field Investigate & Regulations/West Prk Parcel	2,370.00		602,053.36	
06/21/23	2344	Agri Supply Co	23-00327	43-6120-3500	6,100 Gallon Vertical White Irrigation Tank	8,089.99		593,963.37	
06/30/23		KS Bank		43-3831-0000	Investment Earnings		740.79	594,704.16	
07/13/23	2371	Susan Hatchell Landscape	23-00245	43-6120-3500	Town Park/Westside Parcel Designs	1,720.00		592,984.16	
07/19/23	2393	NV 5 Engineers & Consultants	23-00269	43-6120-3500	Nat Resources Field Investigate & Regulations/West Prk Parcel	360.00		592,624.16	
07/19/23	2395	Soil Services PLLC	23-00319	43-6120-3500	Detailed Soil/Site Evaluation of Western Park Parcel	900.00		591,724.16	
07/31/23		KS Bank		43-3831-0000	Investment Earnings		869.17	592,593.33	
08/09/23	2409	Susan Hatchell Landscape	23-00245	43-6120-3500	Town Park/Westside Parcel Designs	1,462.00		591,131.33	
08/10/23	2435	SiteOne Landscape Supply	23-00301	43-6120-3500	Irrigation GT Pump/Materials/Western Park Parcel	17,380.00		573,751.33	
08/17/23	2453	NV 5 Engineers & Consultants	23-00269	43-6120-3500	Natural Resources Regulations/Western Park Parcel	180.00		573,571.33	
08/18/23		KS Bank		43-3831-0000	Investment Earnings		797.43	574,368.76	Lqwhuhvw
08/31/23		KS Bank		43-3831-0000	Investment Earnings		432.74	574,801.50	
						\$ 285,378.72	\$ 860,180.22		10,180.22
					Encumbered Amount as of 09.27.23	\$ 155,382.27			
					Amount Left to Encumber	\$ 419,419.23			