



Town of Archer Lodge

AGENDA

Work Session Meeting

Monday, May 20, 2019 @ 6:30 PM

Jeffrey D. Barnes Council Chambers

Page

1. WELCOME/CALL TO ORDER:

2. RECOGNITION:

2.a. Ms. Julie Maybee, Part-Time Town Planner ~ Mike Gordon

3. OLD BUSINESS:

3.a. Ordinance(s) Continued Discussion ~ Mike Gordon

4. NEW BUSINESS:

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4.a. July Regular Council Meeting
[2019 Meetings - rev 02.11.19](#)

4.b. Clayton Chamber of Commerce ~ Mayor Pro Tem Castleberry

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4.c. April 30, 2019 Financials & Year-to-Date Comparison
(FY18 compared to FY19) ~ Kim Batten
[APRIL 2019 - ALL FUNDS](#)
[YTD COMP 04.31.19](#)

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4.d. Budget Amendment (BA 2019 05) ~ Kim Batten
[BA 2019 05](#)

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4.e. Capital Project Ordinance Amendment - Town Hall Expansion
(CPOA 2019 01) ~ Kim Batten
[CPOA 2019 01](#)

4.f. Engaging May & Place, PA to Prepare Financial Statements and Audit
Financial Records for FY18-FY19 and 4 years following ~ Kim Batten

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4.g. Establishing a Public Safety Reserve Fund by Ordinance ~ Kim Batten
[ESTABLISHING A PUBLIC SAFETY RESERVE FUND - DRAFT](#)
[ORDINANCE](#)

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4.h. Service Agreement between the Town of Archer Lodge and N-Focus for
FY2020 ~ Mike Gordon
[N-FOCUS SERVICE AGREEMENT FY2020](#)

4.i. Budget Presentation for Fiscal Year Ending June 30, 2020 ~
Teresa Bruton, Budget Officer/Council Member
Mike Gordon, Town Administrator
Kim Batten, Finance Officer/Town Clerk

5. ADJOURNMENT:



TOWN OF ARCHER LODGE 2019 Town Council Meetings

REVISED 2/11/2019

January 7, 2019

January 22, 2019 TUESDAY (WS)

July 8, 2019

July 15, 2019 (WS)

February 4, 2019

February 18, 2019 (WS) **CANCELLED** August 19, 2019 (WS)

February 23, 2019 (Budget Planning Retreat – Parkside Café, Pine Level 8:30 am)

August 5, 2019

March 4, 2019

March 18, 2019 (WS)

September 3, 2019 TUESDAY

September 16, 2019 (WS)

April 1, 2019

April 15, 2019 (WS)

October 7, 2019

October 21, 2019 (WS)

May 6, 2019

May 20, 2019 (WS)

November 4, 2019

November 18, 2019 (WS)

June 3, 2019

June 17, 2019 (WS)

December 2, 2019

December 16, 2019 (WS)

Regular Council Meetings are held the first Monday of the month & Work Sessions (WS) are held the third Monday of the month at 6:30 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Clayton, NC, unless otherwise noted.

In accordance with NC GS 143-318.10, this is an official meeting of the Town of Archer Lodge Council and it is open to the public.



TOWN OF ARCHER LODGE FINANCIAL SUMMARY REPORT FOR MONTH ENDING APRIL 30, 2019

GENERAL FUND 10

<i>REVENUES</i>	ADMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
AD-VALOREM & MOTOR VEHICLE TAXES	666,200.00	10,459.46	650,217.79	97.60%
SALES TAXES	164,010.00	14,617.19	129,676.26	79.07%
FRANCHISE TAXES	155,000.00	0.00	79,732.42	51.44%
ALCOHOL BEV TAXES/JO CO ABC DIST	45,000.00	0.00	17,352.97	38.56%
PERMITS AND FEES	4,200.00	225.00	5,575.00	132.74%
FEE IN LIEU OF RECREATION	10,000.00	0.00	0.00	0.00%
PEG CHANNEL SUPPORT	52,000.00	0.00	27,027.04	51.98%
MISCELLANEOUS REVENUES	50.00	(160.12)	25.03	50.06%
INVESTMENT EARNINGS	23,000.00	2,315.87	20,482.28	89.05%
PARK LAND GRANTS-NCDNCR	100,000.00	0.00	100,000.00	100.00%
TRANSFER IN FROM CAP RES FUND	25,000.00	0.00	0.00	0.00%
TRANSFER IN FROM PARK RES FUND	202,049.00	0.00	202,049.00	100.00%
FUND BALANCE APPROPRIATION	46,250.00	0.00	0.00	0.00%
TOTALS	1,492,759.00	27,457.40	1,232,137.79	82.54%
<i>EXPENDITURES</i>	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	40,320.00	62.45	23,380.85	57.99%
ADMINISTRATION	252,830.00	17,285.54	179,664.72	71.06%
JO CO TAX COLLECTION FEES	19,000.00	334.23	16,875.08	88.82%
LEGAL	15,000.00	330.00	8,332.50	55.55%
PROPERTY TAXES	100.00	0.00	89.36	89.36%
PUBLIC BUILDINGS	49,640.00	3,181.57	41,337.79	83.28%
PEG MEDIA PARTNERS	52,000.00	0.00	27,027.04	51.98%
PUBLIC SAFETY	290,500.00	4,446.79	256,942.25	88.45%
TRANSPORTATION-PUBLIC WORKS	53,500.00	1,887.59	16,181.33	30.25%
PLANNING & ZONING	98,925.00	6,712.10	74,343.60	75.15%
CULTURAL & RECREATION	291,250.00	37,614.00	291,364.00	100.04%
DEBT SERVICES	48,694.00	0.00	48,685.73	99.98%
TRANSFER TO CAP RESERVE	25,000.00	0.00	25,000.00	100.00%
TRANSFER TO PARK RESERVE	211,000.00	1,381.08	185,740.93	88.03%
TRANSFER TO TOWN HALL EXPANSION	45,000.00	0.00	2,587.80	0.06%
TOTALS	1,492,759.00	73,235.35	1,197,552.98	80.22%
Y-T-D GENERAL FUND INCREASE (DECREASE)		(45,777.95)	34,584.81	

CAPITAL RESERVE FUND 30				
<i>REVENUES</i>	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	9,000.00	861.00	7,738.42	85.98%
TRANSFER FROM GEN FUND 10	25,000.00	0.00	25,000.00	100.00%
FUND BALANCE APPROPRIATED	0.00	0.00	0.00	#DIV/0!
TOTALS	34,000.00	861.00	32,738.42	96.29%
<i>EXPENDITURES</i>	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
TRANSFER TO GEN FUND 10	34,000.00	0.00	0.00	0.00%
TOTALS	34,000.00	0.00	0.00	0.00%
Y-T-D CAP RESERVE FUND INCREASE (DECREASE)		861.00	32,738.42	

PARK RESERVE FUND 31				
<i>REVENUES</i>	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	4,500.00	479.92	3,403.48	75.63%
TRANSFER FROM GEN FUND 10	201,000.00	1,381.08	185,740.93	92.41%
FUND BALANCE APPROPRIATED	202,049.00	0.00	0.00	0.00%
TOTALS	407,549.00	1,861.00	189,144.41	46.41%
<i>EXPENDITURES</i>	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
RECREATION DEVELOPMENT	205,500.00	0.00	0.00	0.00%
TRANSFER TO GEN FUND 10	202,049.00	0.00	202,049.00	100.00%
TOTALS	407,549.00	0.00	202,049.00	49.58%
Y-T-D PARK RESERVE FUND INCREASE (DECREASE)		1,861.00	(12,904.59)	

TOWN HALL EXPANSION PROJECT FUND 40				
<i>REVENUES</i>	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
PROCEEDS OF INSTALLMENT LOAN	405,000.00	0.00	405,000.00	100.00%
TRANSFER FROM GEN FUND 10	45,000.00	0.00	2,587.80	5.75%
TOTALS	450,000.00	0.00	407,587.80	90.58%
<i>EXPENDITURES</i>	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
CONTRACTED SERVICES	420,000.00	1,075.50	372,495.28	88.69%
SMALL EQUIPMENT & FURNISHINGS	30,000.00	890.42	24,504.95	81.68%
TRANSFER TO GEN FUND 10	0.00	0.00	0.00	#DIV/0!
TOTALS	450,000.00	1,965.92	397,000.23	88.22%
Y-T-D EXPAN PROJECT FUND INCREASE(DECREASE)		(1,965.92)	10,587.57	



Kim P. Batten



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

GENERAL FUND				
<i>REVENUES</i>		Apr-19	Apr-18	DIFFERENCE
	AD-VAL & MOTOR VEHICLE TAXES	650,218.00	570,480.00	79,738.00
	SALES TAXES	129,676.00	113,183.00	16,493.00
	FRANCHISE TAXES	79,733.00	76,640.00	3,093.00
	ALCOHOL BEV TAXES/JO CO ABC DIST	17,353.00	26,029.00	(8,676.00)
	PERMITS AND FEES	5,575.00	4,745.00	830.00
	FEE IN LIEU OF RECREATION	0.00	40,000.00	(40,000.00)
	PEG CHANNEL SUPPORT	27,027.00	27,027.00	0.00
	MISCELLANEOUS REVENUES	25.00	15.00	10.00
	INVESTMENT EARNINGS	20,482.00	9,426.00	11,056.00
	PARK LAND GRANTS-NCDNCR	100,000.00	0.00	100,000.00
	TRANSFER IN FROM CAPITAL RESERVE	0.00	0.00	0.00
	TRANSFER IN FROM PARK RESERVE	202,049.00	0.00	202,049.00
	FUND BALANCE APPROPRIATION	0.00	0.00	0.00
		1,232,138.00	867,545.00	364,593.00
<i>EXPENDITURES</i>		Apr-19	Apr-18	DIFFERENCE
	GOVERNING BODY	23,381.00	32,637.00	(9,256.00)
	ADMINISTRATION	179,665.00	154,092.00	25,573.00
	JO CO TAX COLLECTION FEES	16,875.00	14,763.00	2,112.00
	LEGAL	8,332.00	9,675.00	(1,343.00)
	PROPERTY TAXES	89.00	96.00	(7.00)
	PUBLIC BUILDINGS	41,338.00	35,872.00	5,466.00
	PEG MEDIA PARTNERS	27,027.00	27,027.00	0.00
	PUBLIC SAFETY	256,942.00	194,821.00	62,121.00
	TRANSPORTATION-PUBLIC WORKS	16,181.00	10,338.00	5,843.00
	PLANNING & ZONING	74,344.00	71,741.00	2,603.00
	CULTURAL & RECREATION	291,364.00	50,000.00	241,364.00
	DEBT SERVICES	48,686.00	44,700.00	3,986.00
	TRANSFER TO CAP RESERVE	25,000.00	25,000.00	0.00
	TRANSFER TO PARK RESERVE	185,741.00	122,342.00	63,399.00
	TRANSFER TO TOWN HALL EXPANS	2,588.00	0.00	2,588.00
		1,197,553.00	793,104.00	404,449.00
Y-T-D INCREASE (DECREASE)		34,585.00	74,441.00	(39,856.00)

Kim P. Batten

FINANCE OFFICER

Town of Archer Lodge

Fiscal Year Ending

06/30/19

Budget Amendment

BA 2019 05

Date

03-Jun-19

General Fund

Account	Account Number	Budget	Amendment	Amended Budget
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Revenues:

2019 Property Taxes	10-3119-0000	-	1,000.00	1,000.00
ABC Profits Johnston County	10-3337-0000	25,000.00	3,000.00	28,000.00
Permits and Fees	10-3340-0000	7,000.00	1,000.00	8,000.00
PEG Channel Support	10-3461-0000	52,000.00	2,000.00	54,000.00

Total Increase (Decrease) in Revenues**7,000.00****Expenditures:**

Gov Body: Election Expenses	10-4110-2500	4,000.00	(2,000.00)	2,000.00
Admin: Salaries (Part-Time)	10-4120-1220	13,200.00	2,800.00	16,000.00
Admin: FICA Taxes	10-4120-1810	9,560.00	940.00	10,500.00
Admin: Vehicle Maintenance	10-4120-3050	-	80.00	80.00
Admin: Contracted Services - Consultant	10-4120-3550	35,000.00	(7,000.00)	28,000.00
Admin: Dues & Subscriptions	10-4120-4000	915.00	300.00	1,215.00
Public Bldg: Electric	10-4190-3330	5,000.00	1,000.00	6,000.00
Public Bldg: Communications	10-4190-3340	6,000.00	500.00	6,500.00
Video Prog: PEG Media Partners - EWT	10-4200-3500	52,000.00	2,000.00	54,000.00
Public Safety: Contracted Services - ALVFD	10-4300-3500	265,000.00	9,000.00	274,000.00
Public Safety: Contracted Services - Animal Ctrl	10-4300-3550	3,000.00	1,250.00	4,250.00
Public Safety: Law Enforcement Designation	10-4300-3600	25,000.00	(25,000.00)	-
Public Works: Contracted Services	10-4510-3500	10,000.00	(7,000.00)	3,000.00
Plan/Zone: Salaries (Part-Time)	10-4910-1220	-	4,250.00	4,250.00
Plan/Zone: FICA Taxes	10-4910-1810	1,200.00	800.00	2,000.00
Plan/Zone: Vehicle Maintenance	10-4910-3050	-	80.00	80.00
Transfer to Public Safety Reserve Fund 32	10-9900-0032	-	25,000.00	25,000.00

Total Increase (Decrease) in Expenditures**\$ 7,000.00****\$ -****Justification for Budget Amendment:****To appropriate or reappropriate unanticipated revenues and expenditures as recorded.****Adopted this 3rd day of June 2019**

ATTEST:

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Teresa M. Bruton, Budget Officer

Town of Archer Lodge

Fiscal Year Ending

06/30/19

CPOA 2019 01

Date

03-Jun-19

CAPITAL PROJECT ORDINANCE - TOWN HALL EXPANSION

Account	Account Number	Budget	Amendment	Amended Budget
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Revenues:

				-
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Total Increase (Decrease) in Revenues

-

Expenditures:

Contracted Services-Construction	40-4190-3500	420,000.00	(20,000.00)	400,000.00
Small Equipment & Furnishings	40-4190-5000	30,000.00	20,000.00	50,000.00
				-

Total Increase (Decrease) in Expenditures

\$ -

\$ -

Justification for Budget Amendment:

To reappropriate expenditures as recorded.

Adopted this 3rd day of June 2019

ATTEST:

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Teresa M. Bruton, Budget Officer

**AN ORDINANCE ESTABLISHING A PUBLIC SAFETY RESERVE FUND FOR
THE TOWN OF ARCHER LODGE**

WHEREAS, the Town of Archer Lodge is a municipality duly organized under the laws of the State of North Carolina; and,

WHEREAS, the Town Council finds a need to establish a separate Public Safety Reserve Fund in which funds shall be accumulated for Public Safety; and,

WHEREAS, the Town Council has determined there is a need to fund the Public Safety Reserve Fund for future Public Safety demands,

**BE IT THEREFORE ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
ARCHER LODGE AS FOLLOWS:**

- 1) The Town of Archer Lodge hereby establishes a Public Safety Reserve Fund. The monies in the Public Safety Reserve Fund shall be used solely for Public Safety expenditures. For purposes of this Ordinance, Public Safety Expenditures are intended to last more than one year. Expenditures may include real property purchases, personal property purchases, new hires and other public safety demands intended to last more than one year.
- 2) The Public Safety Reserve Fund shall be funded by transferring funds from the General Fund to the Public Safety Reserve Fund as adopted in the Annual Budget Ordinance each fiscal year.
- 3) Accordingly, the Public Safety Reserve Fund shall also include any funds previously assigned for Public Safety.
- 4) This Ordinance shall be effective upon its adoption.

Duly adopted, this the 3rd day of June 2019.

TOWN OF ARCHER LODGE

Matthew B. Mulhollem, Mayor

ATTEST:

Kim P. Batten, Town Clerk



**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

**AGREEMENT WITH
LOCAL GOVERNMENT**

THIS AGREEMENT made the ____ day of _____, 2019 by and between **Town of Archer Lodge**, a North Carolina unit of Local Government (hereinafter known as "Local Government"); and, **N-Focus, Inc.**, a North Carolina corporation (hereafter known as "Contractor"), by signatures below, enter into the following Agreement:

WITNESSETH:

WHEREAS, Contractor has expertise in local government functions and Local Government has a need for such functions; and

WHEREAS, Local Government and Contractor desire to enter into this Agreement;

NOW THEREFORE, Local Government and Contractor agree as follows:

Section A. SCOPE OF FUNCTIONS

Contractor will provide Contractor personnel to perform the following specialized Functions for Local Government:

1. Planning & Implementation Functions include:

- a) Conduct comprehensive field studies of land use and development patterns throughout Local Government jurisdiction;
- b) Conduct comprehensive review of adopted policies applicable to land use and development throughout Local Government jurisdiction;
- c) Conduct comprehensive review of Local Government programs and policies to serve existing and future development within Local Government jurisdiction;
- d) Prepare plans and policy documents to achieve stated goals of Local Government through information gathering techniques to be determined and agreed upon with Local Government;
- e) Preparation of governing and/or advisory board/council/commission reporting materials;
- f) Presentations of governing and/or advisory board/council/commission reporting materials;
- g) Conduct review of applications for land development permits and approvals in accordance with applicable policies and ordinances; and
- h) Coordinate with Local Government staff for the proper filing of records within the official record of Local Government.

N-Focus

Initials: PAR Date: 05.15.18

Archer Lodge – FY 20 Planning

Initials: _____ Date: _____



Section B. TERMS AND CONDITIONS

1. **Contractor Personnel:** To ensure performance of Functions defined in "Section A." herein above meet the expectations of Local Government, Contractor shall assign a primary professional, an employee of the Contractor, to Local Government. The primary professional shall be responsible for Contractor employees performing the agreed upon Functions. Contractor personnel performing the Functions shall be either certified or licensed in their respective fields or apprentice under direct supervision of the primary professional. Contractor personnel performing these Functions shall have considerable knowledge in the principles and practices of local government. The primary professional, supporting personnel and subordinate person(s), if applicable, assigned to perform these Functions shall be skilled in the use of work-related computer software packages and other technology used to perform position Functions.
2. **E-Verify:** Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, Contractor warrants that any subcontractors used by Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
3. **Certification:** Contractor certifies that, as of the Effective Date of this Agreement, Contractor is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the Iran Divestment Act and N.C.G.S. § 147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
4. **Status of Contractor:** Contractor and Local Government agree that in the performance of the Functions defined in "Section A." herein above, Contractor personnel shall not be deemed to be an employee(s) of Local Government for any purpose whatsoever, nor act under Color of State Law.
5. **Work Products:** All materials produced by Contractor personnel assigned to Local Government shall be the property of Local Government and shall be filed on-site in the offices of Local Government, unless otherwise authorized for purposes and intent of the performance of Functions. Contractor shall be entitled to retain copies, both electronic and paper, of any work products prepared for the benefit of Local Government. Contractor shall not copyright any work products on behalf of Local Government; however, Contractor shall retain the right to utilize work products, such as improved administrative forms, plans, etc., or any portion thereof, for the purpose of performing similar Functions to other jurisdictions.
6. **Progress Reporting:** Contractor shall communicate progress of work performed to Local Government's administrative officer and/or department head periodically or as determined by Local Government.

N-Focus

Initials: PAR Date: 05.15.19

Archer Lodge – FY 20 Planning

Initials: _____ Date: _____



7. **Period of Service (POS):** Functions defined in "Section A." herein above shall be performed routinely based upon a mutually agreeable schedule during the period July 1, 2019 and ending June 30, 2020. POS as defined herein may be amended through either Termination, as set forth in "Section B.13." herein, or, Extension, as set forth in "Section B.15." herein.
8. **Level of Service (LOS):** Functions defined in "Section A." herein above shall be performed at a LOS of approximately 624 hours during the POS as defined in "Section B.7." herein or 30% Full Time Equivalency (FTE) and shall be delivered at approximately 12 hours per calendar week on average. LOS will be monitored monthly, with quarterly invoicing for overages. LOS may be amended by either separate agreement, subsequent addendum hereto, or written/e-mail authorization with Compensation as defined in "Section B.9." herein, and Payments as defined in "Section B.10." herein, adjusted accordingly.
9. **Compensation:** The fee for Functions to be performed as defined in "Section A." herein above shall be Forty-Seven Thousand Four Hundred Eighty-Six and 40/100's (\$47,486.40) dollars for the POS as noted in "Section B.7." herein. The fee is inclusive of all personnel costs including but not limited to:
- a. Base Salary plus:
 - i. Social Security & Medicare (FICA)
 - ii. State Unemployment Insurance (SUTA)
 - iii. Federal Unemployment Insurance (FUTA)
 - iv. Worker's Compensation Insurance
 - b. Benefits:
 - i. Health, Life Disability Insurance
 - ii. Paid Vacation & Personal Time
 - iii. Paid Holidays
 - iv. Paid Travel Time
 - c. Professional Development & Certifications;
 - d. Cellular Communications;
 - e. Company Vehicle with
 - i. Vehicle Insurance
 - ii. Vehicle Operations & Maintenance
 - f. Meals & Lodging; and
 - g. Management cost

Printing and reproduction shall be provided by Local Government. Any direct expenses (i.e. printing, postage, etc.) provided by Contractor on behalf of Local Government, shall be reimbursed at actual cost plus seven (7%) percent. Travel cost to and from Local Government by Contractor personnel is included in the fee above. Travel by Contractor personnel on behalf of Local Government to perform inspections within Local Government, or attend meetings outside Local Government, shall be reimbursed at the current IRS Standard Mileage Rate.

N-Focus

Initials: PAR Date: 05.15.19

Archer Lodge – FY 20 Planning

Initials: _____ Date: _____



10. **Payments:** Local Government shall provide twenty-six (26) equal bi-weekly payments per "Exhibit A" attached herewith in the amount of One Thousand Eight Hundred Twenty-Six and 40/100's (~~\$1,826.40~~) dollars without invoice. Bi-weekly payments shall be made during the bi-weekly POS with the first payment due and payable within ten (10) days of the beginning of the POS defined in "Section B.7." herein. Monthly invoicing for travel & direct expenses as noted in "Section B.9." herein and quarterly invoicing for LOS overages as noted in "Section B.8." herein shall be due and payable within ten (10) days of invoice. A late payment penalty equal to 1.5% of the unpaid balance of either bi-weekly payments or monthly invoicing may be assessed.
11. **Access:** Local Government shall provide Contractor personnel with legal access to the primary work area during normal operating hours.
12. **Liability:** Contractor personnel assigned to Local Government are acting as contracted agents of Local Government in accordance with NCGS 160A-20.1 and no liability is implied or assumed for actions on behalf of Local Government, its administration, appointed officials and/or elected officials. General liability insurance shall be maintained by Contractor throughout the POS as defined in "Section B.7." herein for the Functions to be performed under this Agreement. Contractor shall provide Local Government with a Certificate of Insurance prior to beginning Functions defined in "Section A." herein above. This certificate will become a part of this Agreement upon execution of this Agreement. Contractor shall further indemnify and hold Local Government harmless from any/all worker compensation claims by Contractor personnel and any other claims arising out of Contractor personnel's conduct.
13. **Termination:** Contractor or Local Government may terminate this Agreement for any reason with sixty (60) days written notification. In the event of early termination by Contractor or Local Government, compensation for all Functions actually provided by Contractor through the date of termination will be due and payable at the unit costs in effect at the time of termination. Compensation for any part of a billing cycle based upon the days within said cycle shall be prorated through the date of termination. In the event Contractor personnel currently employed, recently separated/terminated or retired from Contractor become employed directly by Local Government either during the POS as defined in "Section B.7" herein or within one-hundred-eighty (180) days of the effective date of Agreement termination and/or expiration, Contractor shall be entitled to supplemental compensation by Local Government equal to three (3) months of said employee's full time gross salary equivalent in effect at the time of Agreement Termination and or/Expiration; furthermore, the supplemental compensation shall be due and payable within ten (10) calendar days of the date Contractor personnel begins employment with Local Government.
14. **Expiration:** This Agreement shall expire at 11:59 pm on June 30, 2020, unless extended, as defined in "Section B.15." herein.

N-Focus

Initials: PAR Date: 05.15.19

Archer Lodge – FY 20 Planning

Initials: _____ Date: _____



15. **Extension:** This Agreement may be extended by either separate agreement, subsequent addendum hereto, or written/e-mail authorization. Upon extension of this Agreement, POS as defined in "Section B.7." herein, LOS as defined in "Section B.8." herein, Compensation as defined in "Section B.9." herein, and Payments as defined in "Section B.10." herein, are subject to change. All other Terms & Conditions defined herein shall remain the same.
16. **Certifications:** Contractor personnel shall not be required to sign any documents, no matter by whom requested, that would result in Contractor personnel having to certify, guarantee or warrant the existence of conditions whose existence Contractor personnel cannot ascertain. Local Government agrees not to make resolution of any dispute with Contractor or payment of any amount due to Contractor in any way contingent upon Contractor's personnel signing any such certification or document.
17. **Force Majeure:** Contractor shall not be responsible for any delays, damages, costs, expenses, liabilities or other problems that may arise as a result of a force majeure. A "Force Majeure" is defined as any event arising from causes beyond the reasonable control of Contractor, including but not limited to fire, flood, unusual inclement weather, acts of God, civil strikes or labor disputes, riots, acts or failures of Local Government or others
18. **Conflicting Terms and Provisions:** In the event of conflict among this Agreement and any hereto attached exhibits, this Agreement shall govern.
19. **Dispute Resolution:** It is acknowledged this Agreement shall be governed by the laws of the State of North Carolina in the event of dispute. Any dispute, controversy or claim arising out of or relating to this Agreement, in particular its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the courts having exclusive jurisdiction within the county of Local Government.
20. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
21. **Entire Agreement:** Local Government and Contractor acknowledge this Agreement and any Attachments hereto constitute the entire agreement between Local Government and Contractor concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between Local Government and Contractor except those expressly set forth in this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by Local Government and Contractor. Unless stated otherwise in this Agreement, this Agreement may not be modified.

N·Focus

Initials: PAR Date: 05.15.19

Archer Lodge – FY 20 Planning

Initials: _____ Date: _____



22. Representatives: On behalf of Contractor, only the following individuals have authority to modify or alter the terms and conditions of this Agreement:

F. Richard Flowe, President & CEO
Patricia A. Rader, Secretary/Treasurer & COO

23. Notification: All correspondence shall be directed to:

Patti Rader, Manager
N-Focus, Inc.
315 South Main Street, Suite 200
Kannapolis, NC 28081
704.933.0772
PRader@NFocusPlanning.org

(This space left blank intentionally)

N-Focus

Initials: PAR Date: 05.15.19

Archer Lodge – FY 20 Planning

Initials: _____ Date: _____



Section C. ACCEPTANCE:

Patricia A. Rader

May 15, 2019

Patricia A. Rader, Manager
N-Focus Planning & Design, Inc.

Date

ACCEPTED on behalf of Local Government by:

Signature

Date

Printed name of authorized person signed above

Seal of Local Government

ATTEST:

Clerk to the governing board/council of
Local Government

Date

PRE-AUDIT:

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

Finance Officer

Date

N-Focus

Initials: *PAR* Date: *05.15.19*

Archer Lodge – FY 20 Planning

Initials: _____ Date: _____

N-Focus, Inc.

- Town of Archer Lodge
- FY 20 Planning Agreement

"Exhibit A"
Payment Schedule

Contract Payment Due Dates	Payment Dates	Check Number	(26) Bi-Weekly Payments of	Contract Balance	Notes
			\$ 1,826.40	\$ 47,486.40	
2019					
1 July 10th			1 \$ 1,826.40	\$ 45,660.00	
2 July 24th			2 \$ 1,826.40	\$ 43,833.60	
3 August 7th			3 \$ 1,826.40	\$ 42,007.20	
4 August 21st			4 \$ 1,826.40	\$ 40,180.80	
5 Sept. 4th			5 \$ 1,826.40	\$ 38,354.40	
6 Sept. 18th			6 \$ 1,826.40	\$ 36,528.00	
7 Oct. 2nd			7 \$ 1,826.40	\$ 34,701.60	
8 Oct. 16th			8 \$ 1,826.40	\$ 32,875.20	
9 Oct. 30th			9 \$ 1,826.40	\$ 31,048.80	
10 Nov. 13th			10 \$ 1,826.40	\$ 29,222.40	
11 Nov. 27th			11 \$ 1,826.40	\$ 27,396.00	
12 Dec. 11th			12 \$ 1,826.40	\$ 25,569.60	
13 Dec. 25th			13 \$ 1,826.40	\$ 23,743.20	
2020					
14 Jan. 8th			14 \$ 1,826.40	\$ 21,916.80	
15 Jan. 22nd			15 \$ 1,826.40	\$ 20,090.40	
16 Feb. 5th			16 \$ 1,826.40	\$ 18,264.00	
17 Feb. 19th			17 \$ 1,826.40	\$ 16,437.60	
18 March 5th			18 \$ 1,826.40	\$ 14,611.20	
19 March 19th			19 \$ 1,826.40	\$ 12,784.80	
20 April 2nd			20 \$ 1,826.40	\$ 10,958.40	
21 April 16th			21 \$ 1,826.40	\$ 9,132.00	
22 April 30th			22 \$ 1,826.40	\$ 7,305.60	
23 May 14th			23 \$ 1,826.40	\$ 5,479.20	
24 May 28th			24 \$ 1,826.40	\$ 3,652.80	
25 June 11th			25 \$ 1,826.40	\$ 1,826.40	
26 June 25th			26 \$ 1,826.40	\$ (0.00)	

N-Focus

Initials: PAR Date: 05.15.19

Archer Lodge – FY 20 Planning Agreement

Initials: _____ Date: _____