



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
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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.
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- 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

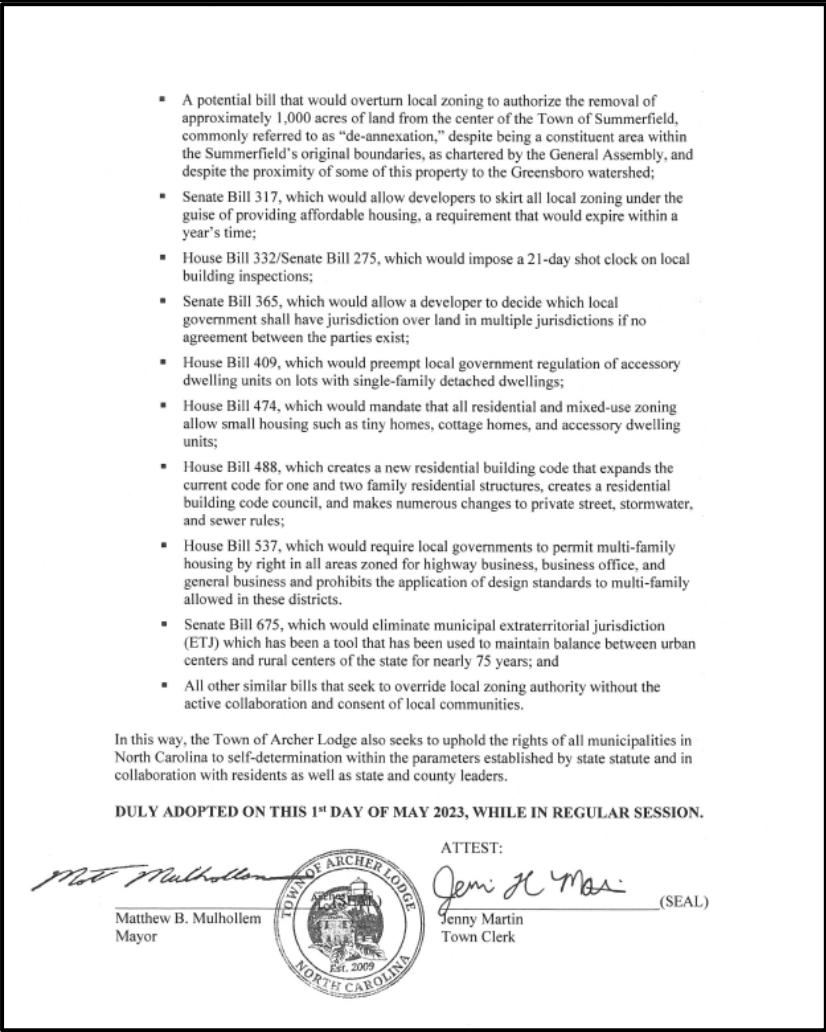
WHEREAS, threats to the state's cities and towns can arise when developers try to convince legislators to strip local zoning requirements to meet their needs or allow them to opt out of local zoning altogether. Threats can also arise when advocates for increased housing demand that legislators support 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:



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:



**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 <table> <tr> <th>Potential Examples of a "Financial or Other Interest" in a Firm or Organization Considered for a Contract or Subaward</th><th>Potential Examples of a "Tangible Personal Benefit" From a Firm or Organization Considered for a Contract or Subaward</th></tr> <tr> <td> 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. </td><td> 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. </td></tr> <tr> <td> 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. </td><td> A referral of business from a firm considered for a Contract or Subaward. </td></tr> <tr> <td>Supplier or contractor to a firm or organization considered for a Contract or Subaward.</td><td>Political or social influence (e.g., a promise of appointment to a local office or position on a public board or private board).</td></tr> </table>		Potential Examples of a "Financial or Other Interest" in a Firm or Organization Considered for a Contract or Subaward	Potential Examples of a "Tangible Personal Benefit" From a Firm or Organization Considered for a Contract or Subaward	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).
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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. <u>Instructions for Completion</u> 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. <u>Definitions</u> 1. <i>Covered Individual.</i> Each person identified in Section 1 of this Checklist is a "Covered Individual" for purposes of this Compliance Checklist and the Policy. 2. <i>Immediate Family Member</i> 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. <i>Related Party</i> 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.	<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u>	<u>Agents – Related Party</u>
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> 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.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

Step		
1	Identify the proposed Contract, country, and the subject of the Contract.	<u>Name of Contract:</u> <u>Name of Counterparty</u> <u>Subject of Contract:</u>
2	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.	<u>Agents</u> <u>Employees</u>
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 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.]	<u>Agents</u> <u>Employees</u>
Any identified interest in Step 3 is a potential "real" conflict of interest.		

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.]	<i>Public Officials – Related Party</i>	<i>Employees – Related Party</i>	<i>Agents – Related Party</i>
	Any identified interest in Step 4 is a potential "real" conflict of interest.			
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.	<i>Public Officials</i>	<i>Employees</i>	<i>Agents</i>

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: _____

MAY 1, 2023

REGULAR COUNCIL MEETING

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:

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

- Whether the cost aligns with identified needs based on results and findings from a needs assessment.
- 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:

- 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.
- 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.
- Market prices for comparable goods or services for the geographic area.
- 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.
- 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(i)(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

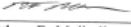
Infringements		
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions
Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific 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.
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14. COUNCIL MEMBERS' REMARKS:
(non-agenda items)

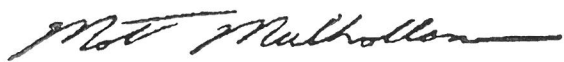
- a) Council Member Wilson had no remarks.
-
- b) Council Member Jackson shared that with all the growth that is coming to the Town, it is important that everyone has good communication with the citizens and organizations within the Town. He wanted clarification on whether the Town is maintaining the 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:

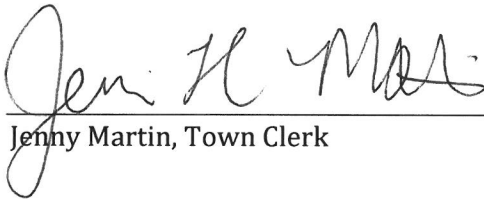
- a) **No further business.**

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

