



**N-Focus negotiations (Development Ordinance review/edits and employee hire)**

*Attachment(s): no*

MEETING DATE: MAY 13, 2014

**STAFF COMMENTS / RECOMMENDATION:**

This topic involves two recent contracts with N-Focus: one for interim planning needs and the other for Development Ordinance review/edits. Within the interim planning contract was a clause that guaranteed N-Focus a payment of three months of the contracted employee's salary in the event that the town were to hire the employee within 180 days of contract termination. The town ultimately hired the interim planner.

The Development Ordinance contract contained a not-to-exceed amount of \$13,200 for the scope of work. The contractor's staff committed more hours to the ordinance project than was anticipated and the additional work was in excess of \$9,600, although it was not contractually owed. The payment due for the "hire-away" was estimated to be in excess of \$14,000. Negotiations resulted in a tentative agreement to pay \$9,200 toward the ordinance work actually performed in exchange for a release concerning the higher conversion fee of the interim planning contract. The release agreement is being drafted by the town attorney and will be available at the meeting for consideration. If the negotiated \$9,200 is paid from within the Development Ordinance line item, it will not require a budget amendment. The manager and attorney recommendation is to approve the drafted release and disburse as described.

**NOTES:**

**TOWN COUNCIL COMMENTS / ACTION:**

**Short-term rental of house at 7818 Summerfield Rd.**

*Attachment(s): no*

MEETING DATE: MAY 13, 2014

**STAFF COMMENTS / RECOMMENDATION:**

The closing date for the Gordon property is scheduled for May 30, which will result in the town taking possession of a house that was originally expected to be rented through the end of August 2014. Those tenants had requested to exit from the lease early, all parties agreed, and the house is now vacant.

The newly-hired town planner will be relocating from approximately two hours away and will need to sell a home and find living arrangements closer to Summerfield. Renting the vacant house for a short time period would be feasible, provided that the occupant would maintain renter's insurance and a termination date was established. The topic is for discussion and if there is a consensus of interest, the manager will explore the idea further as needed.

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**NOTES:**

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**TOWN COUNCIL COMMENTS / ACTION:**

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**Consideration of audit contract**

*Attachment(s): yes*

MEETING DATE: MAY 13, 2014

**STAFF COMMENTS / RECOMMENDATION:**

North Carolina law requires that a governing board approve an annual audit contract, which also must be approved by the Local Government Commission (LGC). The audit report is due October 31, 2014, four months after the fiscal year end. The town attorney is reviewing the contract.

The audit proposal from Rouse, Rouse, Penn & Rouse, LLP is \$8,480 for the actual audit and \$2,495 for the preparation of financial statements, totaling \$10,975. This pricing reflects an increase of \$525 total over last year's audit. If the town prepares the financial statements, footnotes, and supplemental schedules, the fee is discounted \$1,000, which would total \$9,975. The town will complete this additional work as has been done in the past. The recommendation is to approve this contract, contingent upon the attorney's approval.

**NOTES:**

**TOWN COUNCIL COMMENTS / ACTION:**