

**TOWN OF LAKE LURE**  
**ABC Board Special Meeting**

Wednesday, March 31, 2021 – 4:00 PM  
Meeting held via Zoom



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**Agenda**

**Zoom Link:** <https://us02web.zoom.us/j/82673324110>

**Phone Number:** 1-929-436-2866

**Meeting ID:** 826 7332 4110

**I. Call to Order**

**II. Agenda Adoption**

**III. New Business**

A. ABC Store Operations and Hiring New Personnel Discussion and Possible Action

B. ABC Store Accountant Contract Discussion and Possible Action

**IV. Closed Session**

*In accordance with G.S. 143-318.11(a)(6) for the purpose of discussing personnel matters.*

**V. Adjournment**

New Signed CONTRACT  
for 2020

JTR

## Engagement Proposal



JohnD'Ambria  
Lake Lure ABC Store  
United States

Dear John

Thank you for allowing Blue Ridge Business Services to support your firm's accounting needs. We are very excited to continue support you.

We consider ourselves a heart-based service provider, which means we LOVE serving our clients and care about excellence, accuracy, dedication and integrity.

Blue Ridge Business Services (BRBS) provides off-site services to local and virtual-based businesses. We analyze each business in its entirety to ascertain the current workflow processes and streamline the flow of information and documents, thereby instituting bookkeeping and accounting processes that easily facilitate:

- Business growth
- Timely and accurate financial information
- Efficient workflows and systems and processes
- Document retention

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

In order to serve you better, we have instituted a monthly flat fee value based pricing. This allows you to budget your finances and cash flow better and as a team we can focus on results. This puts the emphasis on our work performance so you can maximize profit

We are highly skilled professionals with advanced experience and training who are committed to your companies success.

When you succeed and are happy, we succeed. We strive to build long-term relationships. Blue

Ridge business services has enjoyed client relationships that have lasted over the 20 years we have been in business.

**Our Services Overview:**

We will provide the following services:

- Payroll services
- Payroll tax reporting
- Annual W-2 filing and reporting
- Annual 1099 filing and reporting
- Sales and Use tax filing, including specialty sales tax reports as required by state and ABC Board
- General Ledger maintenance for accuracy in financial reporting and tax filing
- Reconciliation of all Balance Sheet items (bank accounts, credit cards, loans, equity accounts, receivables and payables)
- QBO subscription during the terms of our contract
- Monthly financial reports for board review that include the following:
  - Balance Sheet
  - Profit and Loss with YTD with review notes
  - Comparison Graphs and Charts
- Audit compilation support and attend annual meeting with auditor
- One monthly on-site visit no later than the 2nd Thursday of each month to perform payroll and sales tax filings as noted above.

**Your Responsibilities:**

You are responsible for adopting sound bookkeeping policies, for maintaining an adequate and efficient bookkeeping system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, and for devising a system of internal controls that will, among other things, help assure the preparation of proper financial statements. Furthermore, you are responsible for management decisions and functions, for designating a competent employee to oversee any of the services we provide, and for evaluating the adequacy and results of those services.

You are also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Company involving (a) management (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Company received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

We will classify receipts and disbursements based upon information you provide to us related to the nature of the item. As our services are limited in nature, we do not verify or audit any of the information you provide to us. If we notice that an amount appears unusual or out of the ordinary, we will call it to your attention, but our engagement cannot be relied upon to disclose errors, fraudulent financial reporting, misappropriation of assets, or noncompliance with laws and regulations that may have occurred. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our engagement that fraud may have occurred. We will also report to the

appropriate level of management any evidence or information that comes to our attention regarding noncompliance with laws and regulations that may have occurred, unless it is clearly inconsequential. By your signature below, you understand and agree that you are responsible for preventing and detecting fraud. Should you wish us to expand our procedures to include additional work and investigations, we will arrange this with you in a separate engagement letter. Initials here: JTD

**Documentation Required.** In order for us to complete this engagement, and to do so efficiently, we require access to the following documents and information concerning your company:

- Copies of basic documents reflecting your financial transactions, including
  - Access to accounting software/system
  - Details for all transfers
  - Bank statements and canceled checks via view only access through online banking portal - monthly
  - Credit card statements via view only access through online banking portal
  - Merchant account statements
  - Monthly loan or notes statement
  - Monthly sales reports
  - Documentary support of property and equipment transactions-purchases, trades, sales, and other dispositions
  - Information concerning any mortgage or pledge of business assets on business debts, any personal guarantees or debt, leases, or other information that effects or may effect the results of operations of the business;
  - Any other financial information necessary for purpose of reflection on your bookkeeping records and trial balance;
  - Identification of all cash receipts as to source (i.e., loans, sales, etc.), and information concerning all transactions that are consummated with cash.
  - Copies of tax returns for most recent year filed
  - Disclosure and copies of documents for any pending tax resolution matters

Any failure to provide such documents and information, and to do so on a timely basis, will impede our services, and may require us to suspend our services or withdraw from the engagement. You agree to accept responsibility for any effect on your bookkeeping records and financial statements of basic financial information or transaction documents not submitted to us for processing and entry, or losses that may result from their absence.

Initials here: JTD

**Fees and Costs.** Our fees and costs will be billed monthly at the rate of \$500 per month and is payable on the first of each month in full.

We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due us, you agree to reimburse us for our costs of collection, including attorneys' fees.

This contract will be in effect for the term of one year and will automatically renew unless either party provides a written 30 day notice.

Initials here: JTD

**Consent to use cloud-based software and applications.** We use a number of cloud-based applications, including email, file exchange/ storage, & accounting software. Although we take all precautions on our end, we are not liable for 3rd party security problems if they should arise.

Initials here: JTD

**Document Retention Policy.** It is our policy to retain engagement documentation for a period of three years, after which time we will commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement, and you will provide us with a receipt for the return of such records. The balance of our engagement file, other than the completed financial statements, which we will provide to you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort. Initials here: JTD

**Legal Process.** In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates then existing for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard. In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, and if such obligation is or may be a direct or indirect result of any inaccurate or incomplete information that you provide to us during the course of this engagement, you agree to indemnify us, defend us, and hold us harmless as against such obligation. Initials here: JTD

**Mediation.** You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to non-binding mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of (Your County), according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to California law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties. Initials here: JTD

**Attorneys' Fees.** In the event there is a lawsuit filed concerning this agreement, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred. Initials here: JTD

**Confidentiality Agreement.** Blue Ridge Business Services will adhere to a strict confidentiality policy. All business matters will be discussed solely with the business owner(s) or a duly appointed employee.

**Entire Agreement.** This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

If, after full consideration and consultation with counsel if so desired, you agree that the foregoing terms shall govern this engagement, please sign the copy of this letter in the space provided and return the original signed letter to me, keeping a fully-executed copy for your records.

Blue Ridge Business Services believes that to develop and maintain a long-term meaningful relationship with, it is critical to maintain regular and effective communication between both parties. We keep our business partners updated on the status of their services on a regular basis. We also use these touch points as an opportunity to stay updated on any developments within the business. Blue Ridge Business Services will arrive at the business no later than the 2nd Thursday of each month to provide the aforementioned services and will finalize and provide board financial reports prior to the 3rd Monday of each month.

If at any time outside of the scheduled communications desires to contact Blue Ridge Business Services with questions, concerns or updates, please feel free to reach out to us via email or telephone. Your email or telephone call will be responded to as quickly as possible.

Initials here: JTD

Thank you for considering Blue Ridge Business Services to serve you and please contact me directly with any questions that you may have.

Warm Regards,  
*Debi Choi*  
Owner, Blue Ridge Business Services

ACCEPTED AND AGREED:  
JohnD'Ambria

Lake Lure ABC Store

JOHN D'AMBRIA

*JOHN D'Ambra*

✓ Signed Nov 25th, 2019

DEBI CHOI

*Debi Choi*

✓ Signed Nov 25th, 2019

11/26/2019

*admin*

Dear Lake Lure ABC ,

Thank you for allowing Sage Growth Advisors to support your accounting needs. We are very excited to have the opportunity to support you.

We consider ourselves a heart-based service provider, which means we LOVE serving our clients and care about excellence, accuracy, dedication and integrity.

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

### **Our Services Overview:**

We will provide the following services:

- One monthly on site visit by a client account manager (John Rasnick) to ensure organizational compliance of files and paperwork and process checks
- Quarterly on site visit by Debi Choi to ensure ongoing compliance of inventory and systems
- Create accounting SOP's for general manager to follow for accurate and timely financial reporting
- Process liquor checks
- Process monthly bills such as utility/phone/rent
- File and pay monthly and quarterly sales and liquor tax
- Accounting software
- Payroll software and fees including direct deposit are covered
- Time clock portal with associated fees covered
- Payroll tax filing reports and payments
- Monthly financial reports
- Attend board meetings via zoom as requested
- Audit compilation support

INITIALS  
CLIENT

### **Fees and Costs.**

- Monthly fee for provided services listed above: \$1,100
- Fees are based on the scope of work required and not billed at an hourly rate. Although you will see the detail of work completed, you will not be provided an hourly rate or number of hours. We use Flat Fee Billing so that we aren't focusing on the clock, but rather focusing on an exceptional experience and results based outcome.
- The initial fee is due prior to commencement of work and must be paid in advance.

All monthly fees will be **auto drafted via Automated Clearing House (ACH) or credit card on a recurring monthly basis on the first of each month.**

We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due us, you agree to reimburse us for our



costs of collection, including attorneys' fees.

INITIALS

CLIENT

**Consent to use cloud-based software and applications.** We use a number of cloud-based applications, including email, file exchange/ storage, & accounting software. Although we take all precautions on our end, we are not liable for 3rd party security problems if they should arise.

INITIALS

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**Document Retention Policy.** It is our policy to retain engagement documentation for a period of three years, after which time we will commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement, and you will provide us with a receipt for the return of such records. The balance of our engagement file, other than the completed financial statements, which we will provide to you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

INITIALS

CLIENT

**Legal Process.** In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates then existing for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard. In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, and if such obligation is or may be a direct or indirect result of any inaccurate or incomplete information that you provide to us during the course of this engagement, you agree to indemnify us, defend us, and hold us harmless as against such obligation.

INITIALS

CLIENT

**Mediation.** You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to non-binding mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of (Your County), according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to California law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

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**Attorneys' Fees.** In the event there is a lawsuit filed concerning this agreement, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred.

INITIALS

CLIENT

**Confidentiality Agreement.** will adhere to a strict confidentiality policy. All business matters will be discussed solely with the business owner(s) or a duly appointed employee. You have previously received and signed a full confidentiality and non-disclosure agreement. Please notify me immediately if you did not receive the document for signature.

INITIALS

CLIENT

**Entire Agreement.** This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

If, after full consideration and consultation with counsel if so desired, you agree that the foregoing terms shall govern this engagement, please sign the copy of this letter in the space provided and return the original signed letter to me, keeping a fully-executed copy for your records.

INITIALS

CLIENT

### **Onboarding and Implementation.**

Sage Growth Advisors believes that to develop and maintain a long-term meaningful relationship with, it is critical to maintain regular and effective communication between both parties. We keep our business partners updated on the status of their services on a regular basis. We also use these touch points as an opportunity to stay updated on any developments within the business.

If at any time outside of the scheduled communications you desire to contact with questions, concerns or updates, please feel free to reach out to us via email or telephone. Your email or telephone call will be responded to as quickly as possible. We set an expectation of a 24-48 response time unless it is a holiday or weekend

INITIALS

CLIENT

Thank you for considering Sage Growth Advisors to serve you and please contact me directly with any questions that you may have.

Warm Regards,  
Debi Choi  
Owner, Sage Growth Advisors

*Signature Here*

CLIENT

SIGNING DATE

CLIENT

PRINTED NAME

CLIENT

TITLE

CLIENT

## Audit Trail

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TITLE	Service Agreement Proposal
FILE NAME	8660_Service-Agreement-Proposal.pdf
DOCUMENT ID	439cd1302ea1b21d62251cd8462b013db943846e
AUDIT TRAIL DATE FORMAT	MM/DD/YYYY
	Out for signature

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### Document History



**04/02/2021**  
15:15:19  
UTC

Sent for signature to John D'Ambria  
(storeabc@bellsouth.net)  
IP: 96.37.197.64

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