



Town of Archer Lodge

AGENDA

Regular Council Meeting

Monday, June 3, 2024 @ 6:30 PM

Jeffrey D. Barnes Council Chambers

NCGS § 143-318.17. Disruptions of official meetings.

A person who willfully interrupts, disturbs, or disrupts an official meeting and who, upon being directed to leave the meeting by the presiding officer, willfully refuses to leave the meeting is guilty of a Class 2 misdemeanor.

Page

1. WELCOME/CALL TO ORDER:

- 1.a. Invocation
- 1.b. Pledge of Allegiance

2. APPROVAL OF AGENDA:

3. OPEN FORUM/PUBLIC COMMENTS:

4. CONSENT AGENDA:

4 - 6

- 4.a. FLSA & Overtime Pay Provisions Policy
[Fair Labor Standards Act and Overtime Pay Provisions](#)

5. PLANNING/ZONING REPORT:

7 - 9

- 5.a. Planning/Zoning Update
- 5.b. Code Enforcement Monthly Report
[Archer Lodge Monthly Report 05.2024](#)

6. PRESENTATION:

- 6.a. 2024 Comprehensive Land Use Plan Update ~ Chad Meadows

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 10 - 19 7.a. Discussion and Possible Action of Amending the Town of Archer Lodge Code of Ordinances, Archer Lodge, NC, Chapter 30 - referenced as Unified Development Ordinance (UDO) Text Amendment#: AL2024-06-01
[Archer Lodge AL2024-06-1 \(v2\)](#)
- 20 7.b. Discussion and Possible Action of Approving a Resolution of Support for Capital Area Metropolitan Planning Organization (CAMPO) Recommendations Associated with the Southeast Area Study (SEAS) Update (Resolution# AL2024-06-03a)
[AL2024-06-03a Resolution of Support for CAMPO Recommendations Associated with the SEAS Update](#)
- 21 7.c. Discussion and Possible Action of Approving Updated Memorandum of Understanding (MOU) with Capital Area Metropolitan Planning Organization (CAMPO) to include Adding Newest Members of the Town of Lillington, Town of Coats and Chatham County
[Updated MOU with CAMPO to Include Adding Newest Members](#)
- 63 7.d. Discussion and Possible Action of Approving the Archer Lodge Parking Plaza Concept
[Archer Lodge Parking Plaza Concept](#)
- 64 - 67 7.e. Discussion and Possible Action of Approving the Updated Memorandum of Understanding (MOU) Between the Town of Archer Lodge and Johnston County Little League
[Updated Johnston County Little League MOU](#)

8. TOWN ATTORNEY'S REPORT:

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

10. PARK AND RECREATION DIRECTOR'S REPORT:

11. MAYOR'S REPORT:

12. COUNCIL MEMBERS' REMARKS:

13. BUDGET PRESENTATION:

- 13.a. Proposed Annual Budget Ordinance Presentation for Fiscal Year
Ending June 30, 2025 ~
Bryan Chadwick, Budget Officer/Town Administrator
Kim Batten, Assistant Town Administrator/Finance Officer

14. ADJOURNMENT:



TOWN OF ARCHER LODGE

14094 Buffalo Road
Archer Lodge, NC 27527
Main: 919-359-9727
Fax: 919-359-3333

Mayor:

Matthew B. Mulhollem

Council Members:

Clyde B. Castleberry

Mayor Pro Tem

Teresa M. Bruton

J. Mark Jackson

James L. (Jim) Purvis, III

Mark B. Wilson

Fair Labor Standards Act and Overtime Pay Provisions Policy

Employees of the Town can be requested and may be required to work overtime hours as necessitated by the needs of the Town and as determined by the department head, or designee. All overtime hours worked must be authorized by the employee's department head. The Town will comply with local government jurisdictions of the Fair Labor Standards Act (FLSA), which requires positions that are not exempt from the FLSA to be compensated in either money or time for all hours worked over 40 in a workweek. It is the policy of the Town to compensate for overtime by giving compensatory time based on the guidelines below:

The Human Resources Officer shall determine and recommend to the Town Administrator which jobs are "non-exempt" and are therefore subject to the FLSA. Each position in the Town shall be considered separately for the purpose of determining exemption status and such designation shall be in accordance with the FLSA and reviewed periodically.

Non-Exempt Employees

Non-Exempt Employees will be paid at a straight time rate for hours up to the FLSA established limit for their position (Forty (40) hours in a Seven (7) day period). Hours worked beyond the FLSA established limit will be compensated in paid time off at the rate of one and one-half times the hours worked until the employee reaches Twenty (20) hours. Once the employee reaches Twenty (20) hours,

the employee will be compensated in pay at the rate of one and one-half times the hours worked over the Twenty (20) hour paid time off limit. Compensatory leave balances may not exceed Twenty (20) hours.

In determining eligibility for overtime in a work period, only hours actually worked must be considered. In no event will vacation, sick leave, holiday time or compensatory leave hours be counted towards the total hours for the purpose of overtime compensation.

Non-exempt employees with compensatory time on the books must use comp time prior to using any vacation leave or sick leave. Upon termination of employment with the Town, all compensatory time must be taken prior to leaving or paid for at the time of departure.

Whenever practicable, departments will schedule time off on an hour-for-hour basis within the applicable work period for non-exempt employees, instead of incurring overtime.

Exempt Employees

Employees in positions determined to be “exempt” from the FLSA (as Executive, Administrative, or Professional) are paid on a salary basis and will not receive pay for hours worked in excess of their normal work periods. These employees will be granted occasional compensatory leave by their supervisor where the convenience of the department allows and in accordance with procedures established by the Town Administrator. Such compensatory time is not guaranteed to be taken and end without compensation upon termination of employment with the Town.

In declared disaster, emergency conditions or other conditions determined by the Town Administrator or Council requiring long and continuous work hours, exempt employees may be compensated in pay at the rate of one and one-half times the hours worked over and/or be granted time off with pay for rest and recuperation to ensure safe working conditions for the duration of the disaster, emergency or other conditions determined by the Town Administrator or Council.



PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Archer Lodge

Updated
May 23, 2024

ADDRESS	VIOLATION	STATUS
113 Ottawa Dr	JP	ABATED
109 Ottawa Dr	JP/OL	ABATED
1001 Deerfield Trail	JP	OPEN
13250 Buffalo Rd	JP	OPEN
137 Wheatfield Ln	JP	OPEN
11 Wheatfield Ln	JP	OPEN
112 Hillsdale Dr	JV/JP	OPEN
113 Chatham Ct	JP/JV	ABATED
27 Richmond Dr	JV/OL	OPEN
112 Chatham Ct	JP	OPEN
82 Richmond Dr	JP/JV	ABATED
86 Richmond Dr	JP/JV	OPEN
70 Richmond Dr	OL	ABATED
12910 Buffalo Rd	JP/JV	OPEN
287 Wyndfall Ln	JV	ABATED
306 Wyndfall Ln	JV/JP	OPEN
307 Wyndfall Ln	JV	OPEN
359 Wyndfall Ln	JV	OPEN
101 Carrie Dr	JP/JV	ABATED
2309 Raintree Dr	JV/OL/JP	OPEN
12700 Buffalo Rd	JP	ABATED
98 Richmond Dr	JP	ABATED
277 Coharie Dr	JP	OPEN
108 Sprewell Ct	JV	OPEN
131 Ottawa Dr	JV	ABATED
120 Buckhorn Ln	JV	ABATED
7508 Covered Bridge Rd	JV	OPEN
104 S Woodstone Dr	JV	OPEN
113 Buckhorn Dr	JV/OL	OPEN



PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Archer Lodge

Updated
May 23, 2024

2204 Raintree Dr	JV	OPEN
13548 Buffalo Rd	OL	ABATED
131 Helena Ln	JV	OPEN
3176 Castleberry Rd	ZV	OPEN
111 Cohaire Dr	JV	OPEN
112 Seminole Dr	JV	OPEN
124 Seminole Dr	JP	ABATED
30 Richmond Dr	OL	OPEN

HIGHLIGHTS

- During the month of May, we focused on previously opened cases and opened 1 new Case, addressing junked vehicles, junk piles and Zoning Violations. After contacting residents, we successfully Abated 13 Cases.
- We have addressed a total of 191 Cases to date, and of those Cases, 167 have been Abated and Closed.
- In reference to property located at 131 Ottawa, which had been in Violation for junked vehicle since September 2023 , after speaking with the owner and posting the Tow Notice, the owner removed the vehicle from the property. Case is ABATED and CLOSED.
- Hearings are planned for several properties for the Month of June.



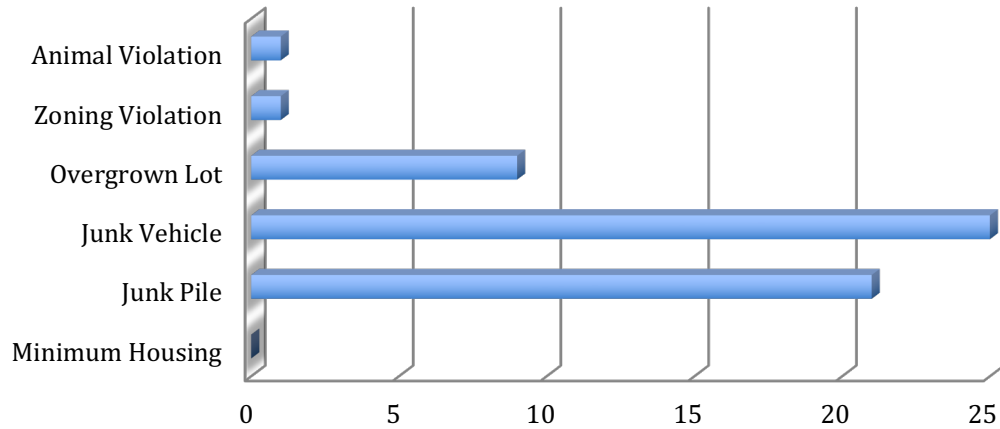
PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Archer Lodge

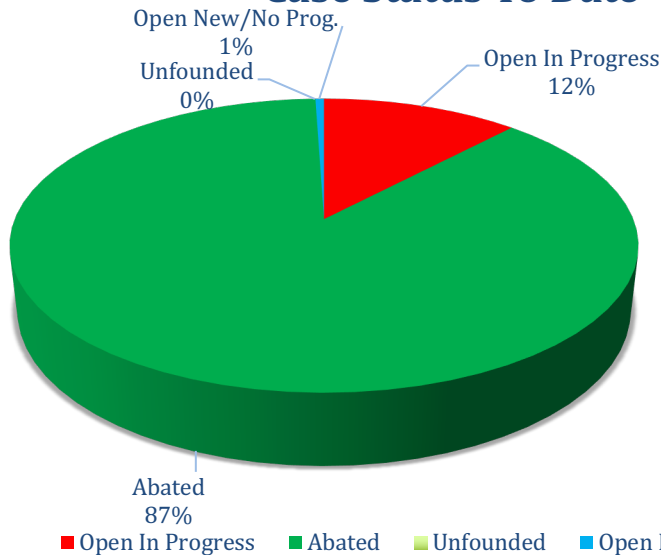
Updated
May 23, 2024

Violations by the Numbers



	Minimum Housing	Junk Pile	Junk Vehicle	Overgrown Lot	Zoning Violation	Animal Violation
Violations by the Numbers	0	21	25	9	1	1

Case Status To Date



Total Cases -191

Abated - 167

Unfounded - 0

Total Open Cases - 24

Open Cases - 23

New cases. - 1

Town of
ARCHER LODGE

UNIFIED DEVELOPMENT ORDINANCE

Effective Date: June 7, 2021

Amended: ~~January 3, 2023~~ June 3, 2024



ACKNOWLEDGEMENTS



TOWN COUNCIL

Matt Mulhollem, Mayor
Clyde Castleberry, Mayor Pro Tem
Teresa Bruton
J. Mark Jackson
James (Jim) Purvis, III
Mark Wilson

PLANNING BOARD

John Oglesby, Chair
Hearbert Locklear, Vice Chair
Terry Barnes
[Neal Thompson](#) [Teresa Romano](#)
Chris Cipriani

TOWN STAFF

[Mike Gordon](#) [Bryan Chadwick](#), Town Administrator
Kim P. Batten, [Asst. Town Administrator](#)/Finance Officer/[Town Clerk](#)
[Jenny Martin](#), Human Resources Officer/[Town Clerk](#)
[Julie Maybee](#) [Jason Kress](#), Town Planner
Marcus Burrell, Town Attorney (Hewett Law Group)
Joyce Lawhorn, Deputy [Town Clerk](#)

CONSULTANTS

CodeWright Planners
The Brough Law Firm PLLC



© 2021 Town of Archer Lodge, North Carolina, CodeWright Planners

ORDINANCE AMENDMENTS

TABLE OF UDO AMENDMENTS		
ORDINANCE NUMBER	ADOPTION DATE	DESCRIPTION
AL2021-11-1	11-15-21	- Clarification of Review Authority roles, - Updates to the Water-Supply Watershed Overlay Districts standards - Update to manufactured home park standards for masonry skirting in accordance with State law - Revisions to Electronic Gaming Operation use standards
AL2022-03-1	03-07-22	- Bona fide farm exemptions - Electronic plat signatures - Subdivision requirements table (new Division 6 of Appendix) - Simple and super majority voting calculations
AL2022-08-1	08-01-22	- Removal of Planning Board review of Special Use Permits
AL2022-08-2	08-01-22	- Limitations on successive minor subdivisions - Updates to plat certifications - Public utility extension clarity - Accessory structure setbacks - Parking space width revisions
AL2023-01-1	01-03-23	- Clarified appellate bodies for administrative decisions on subdivisions - Added rules for shared driveways - Clarified rules for paving of existing gravel streets
<u>AL2024-06-1</u>	<u>06-03-24</u>	- <u>Clarified the zoning districts where food trucks are permitted</u> - <u>Clarifies allowable activities on Town-owned /controlled sites</u> - <u>Establishes standards for home burial</u>

COMMON ACCESSORY USE TABLE

"P" = Permitted with a Zoning Compliance Permit, subject to applicable accessory use standards

"S" = Permitted with a Special Use Permit, subject to applicable accessory use standards

"A" = Allowed provided the use is listed in the PD Terms and Conditions Statement, subject to applicable accessory use.

"•" = Prohibited

[#] = Table Note

ACCESSORY USE OR STRUCTURE TYPE	ZONING DISTRICTS											ACC. USE STANDARDS §30-
	AR	SFR- 1	SFR- 2	SFR- 3	RM HP	RMF	OI	NB	CB	LI	PD	
Accessory Dwelling Unit	P	P	S	S	•	P	S	•	•	•	A	5405(a)
Amateur Ham Radio	P	P	P	P	P	P	P	P	P	P	A	5405(b)
Automated Teller Machine	•	•	•	•	•	•	S	P	P	P	A	5405(c)
Burial, Private	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>•</u>	<u>•</u>	<u>•</u>	<u>•</u>	<u>•</u>	<u>•</u>	<u>A</u>	5405(d)
Child Care, Incidental	P	P	P	P	P	P	P	S	•	•	A	5405(de)
Drive Through	•	•	•	•	•	•	•	S	P	S	A	5405(ef)
Electric Vehicle Charging Station	P	P	P	P	P	P	P	P	P	P	A	5405(fg)
Family Health Care Structure	P	P	P	P	P	P	P	•	•	•	A	5405(gh)
Guard House, Shelter, or Gatehouse	P	S	S	S	P	P	P	P	P	P	A	5405(hi)
Home Occupation	P	P	P	P	S	P	S	•	•	•	A	5405(ii)
Outdoor Dining and Seating	•	•	•	•	•	•	•	P	P	•	A	5405(jk)
Outdoor Display/Sales	S	•	•	•	•	•	•	P	P	P	A	5405(kl)
Outdoor Storage (as an accessory use)	•	•	•	•	•	•	•	S	P	P	A	5405(lm)
Parking of Commercial Vehicles	P	S	S	S	•	•	•	P	P	P	A	5405(mn)
Parking of Heavy Trucks or Trailers	•	•	•	•	•	•	•	•	P	P	A	5405(nq)
Parking of Recreational Vehicles	P	P	P	P	•	•	•	•	•	•	A	
Play Equipment	P	P	P	P	P	P	•	•	•	•	A	
Produce Stand	P	•	•	•	•	•	P	P	•	•	A	5405(op)
Solar Energy System (small scale)	P	P	P	P	P	P	P	P	P	P	A	5405(pq)
Stable (horses)	P	P	P	P	•	•	•	•	•	•	A	5405(qr)
Storage of Unlicensed or Inoperable Vehicles or Trailers	P	P	P	P	P	•	•	•	•	•	A	5405(rs)
Swimming Pool/Hot Tub	P	P	P	P	P	P	•	•	•	•	A	5405(st)
Tool/Storage Shed	P	P	P	P	•	P	•	P	•	P	A	

COMMON ACCESSORY USE TABLE

"P" = Permitted with a Zoning Compliance Permit, subject to applicable accessory use standards

"S" = Permitted with a Special Use Permit, subject to applicable accessory use standards

"A" = Allowed provided the use is listed in the PD Terms and Conditions Statement, subject to applicable accessory use.

"•" = Prohibited

[#] = Table Note

ACCESSORY USE OR STRUCTURE TYPE	ZONING DISTRICTS											ACC. USE STANDARDS §30-
	AR	SFR- 1	SFR- 2	SFR- 3	RM HP	RMF	OI	NB	CB	LI	PD	
Underground Storage Tank	P	•	•	•	•	•	•	P	P	P	A	5405(<u>tu</u>)

Sec. 30-5405 - Specific standards for common accessory uses.

Standards for a specific accessory use or structure shall apply to the particular individual accessory use or structure regardless of the zoning district in which it is located or the review procedure by which it is approved, unless otherwise specified in this Ordinance. This section sets forth and consolidates the standards for all accessory uses and structures for which a reference to this section is provided in the "Acc. Use Standards" column of the Common Accessory Use Table. These standards may be modified by other applicable standards or requirements in this Ordinance.

(a) *Accessory dwelling unit (ADU).* An accessory dwelling unit (ADU) is permitted as accessory to a single-family detached dwelling, and shall comply with the following standards:

- (1) No more than one ADU shall be located on a lot with a single-family detached dwelling;
- (2) An ADU shall not exceed 35 percent of the total amount of finished floor area in the principal structure;
- (3) An ADU shall not exceed one story in height, but nothing shall limit an ADU from being located on a second or third story provided the structure complies with the applicable maximum height limitations in the district where located;
- (4) An ADU and the principal dwelling shall have the same street address and mailbox;
- (5) An ADU shall not be subdivided or otherwise separated in ownership from the principal dwelling unit;
- (6) An ADU and the principal dwelling shall utilize the same driveway, unless the ADU is accessed from a right-of-way not used by the principal dwelling (e.g., a rear alley or separate street access on a corner or through lot); and
- (7) An ADU shall be served by public or private potable water and wastewater treatment system and may be served by water, sanitary sewer, gas, and electrical utilities shared with the principal use.

(b) *Amateur ham radio.* Amateur radio antennas shall comply with §160D-905 of the North Carolina General Statutes and the following:

- (1) Towers associated with an amateur ham radio operator or private television antenna shall not exceed 100 feet above grade;
- (2) Towers or antennas attached to a principal structure shall be located on a side or rear elevation; and
- (3) Freestanding towers or antennas shall be located behind the principal structure.

(c) *Automated teller machine (ATM).*

(1) An ATM designed for walk-up use and located in the exterior wall of a building or a parking area shall be designed to avoid obstructions to pedestrian movement along sidewalks, through public use areas, or between parking areas and building entrances, or vehicular movement in front of buildings or through parking areas.

(2) If an ATM is designed for use by customers in their vehicles, it shall comply with the accessory use standards (including districts where permitted) for a drive through.

(3) The overall character of an automated teller machine in terms of materials, colors, and architectural character shall be compatible with that of the principal structure.

(d) *Burial, private.* The burial of human remains may take place as an authorized accessory use only in accordance with the following standards:

(1) Up to one set of human remains may be interred on a lot or site following submittal of a death certificate and issuance of a Zoning Compliance Certificate by the Town;

(2) The burial site shall only be permitted as an accessory to a permitted principal use;

(3) Any aspects of the burial located above grade shall be considered as an accessory structure subject to the standards in Sec. 30-5403 - General standards for all accessory uses and structures;

(4) The burial shall take place in accordance with applicable State law regarding proximity to potable water sources and interment practices;

(5) The burial site shall be clearly demarcated on a plat or plot plan and recorded with the Johnston County Register of Deeds;

(6) The burial site shall include a physical marker indicating its function as a burial site that is visible to the naked eye; and

~~(3)~~(7) Following establishment of a burial site, no further subdivision of the lot or tract shall take place on lots of two acres in area or less.

(d)(e) *Child care, incidental.* An incidental child care or home day care for up to five unrelated children is permitted as an accessory use to an occupied residential dwelling unit if it complies with Article 7 of Chapter 110 of the North Carolina General Statutes, and the Summary of North Carolina Child Care Laws and Rules pamphlet prepared by the NC Department of Health and Human Services.

(e)(f) *Drive through.* Drive-through facilities shall comply with the following standards:

(1) Outdoor speakers associated with a drive-through shall be at least 50 feet from any lot with a residential zoning district designation;

(2) Drive-through windows, menus, or order boxes shall not be located on the front façade of the building they serve;

(3) Drive-through facilities shall be designed so as not to obstruct the movement of pedestrians along sidewalks, through areas intended for public use, or between the building entrance and customer parking spaces; and

(4) Canopies or other features installed over a drive through window shall maintain common roof lines and materials with the principal structure.

~~(f)~~(g) *Electric vehicle (EV) charging station.*

(1) Electric vehicle (EV) charging station spaces shall be reserved for the charging of electric vehicles only and shall be posted with signage identifying the spaces as reserved only for the charging of electric vehicles, amperage and voltage levels, any enforceable time limits or tow away provisions, and contact information for reporting non-operating equipment or other problems.

(2) A required accessible parking space may also serve as an EV charging station space, provided the charging station and its controls meet ADA standards for accessibility to persons with physical disabilities.

(3) EV charging station equipment shall be located so as not to interfere with vehicle, bicycle, or pedestrian access and circulation, or with required landscaping.

- (8) Use of an alternate location or date;
 - (9) Modification or elimination of certain proposed activities;
 - (10) Regulation of operating hours and days, including limitation of the duration to a shorter time period than requested or specified in this subsection; and
 - (11) Submission of a performance guarantee to ensure that any temporary use will be removed from the lot or site within a reasonable time and the lot or site will be restored to its former condition.
- (c) *Standards for specific temporary uses.*
- (1) *Food truck and pushcart vendors.* Food truck operations and pushcart vendors shall comply with the following:
 - a. *Location.* Food trucks and push carts may only be operated in the following zoning districts:
 - 1. The Neighborhood Business (NB) district, subject to the additional standards in subsection (iii) below;
 - 2. The Community Business (CB) district;
 - 3. The Light Industrial (LI) district;
 - ~~3.4.~~ The Agricultural Residential (AR) district, when operated on the same lot as an agri-tourism, farmers market, or governmental use type, and
 - ~~4.5.~~ Within a PD district provided the temporary use is listed in the associated master plan or terms and conditions statement.
 - b. *Placement during and after food sales.*
 - 1. Food trucks and push carts shall be parked on private property with the property owners' permission and shall not be parked within any public street, right-of-way, or sidewalk unless in the NB or AR districts, or the street has been closed for a special event.
 - 2. A food truck or push cart shall be removed after operating hours or a special event and be stored in a legally permissible location.
 - c. *Additional standards for food trucks and push carts within the neighborhood business district.*
 - 1. Food trucks operating between the hours of 8 am and 5 pm shall not be parked on the street for more than two consecutive hours unless the street has been closed for a special event.
 - 2. The customer access for food sales shall be from the side of the food truck facing the sidewalk not the street.
 - 3. Food sales shall not impede pedestrian traffic along the sidewalk.
 - 4. Push carts operating in the NB district shall not operate or sell food upon any sidewalk.
 - d. *Additional standards for food trucks and push carts when operated on governmental land.*
 - 1. Operators shall secure a license or other agreement to operate a food truck or push cart in addition to a temporary use permit prior to commencement.
 - 2. In cases where a license or governmental agreement conflicts with the standards in this Ordinance or other Town requirements, the more restrictive standard shall control.
 - 3. Except during Town-sponsored or Town-sanctioned special events, the total number of food trucks or push carts on a single governmental site shall be limited to a maximum of five per day and no more than three on the same lot or site at any one time.
 - ~~d.e.~~ *Minimum distance from certain use types.*
 - 1. No food truck or pushcart vendors shall operate within ~~100~~ 60 feet of any ~~school, religious institution, or~~ cemetery.

2. No food truck shall operate within 75 feet from the main entrance of any restaurant during business hours, unless authorized by a restaurant.

e.f. Operation.

1. The food truck or pushcart owner or their designee shall be present at all times except in case of an emergency.
2. The hours of operation shall be between the hours of 7:00 a.m. and ~~2:00 a.m.~~10:00 p.m. except for special events, and then shall be limited to the hours of operation associated with the special event.
3. A food truck shall either sell food or beverage that is exempt from health department regulation, or obtain approval from the county health department where food sales take place.
4. Food truck operators and push cart vendors are responsible for the proper disposal of waste and trash associated with the operation. Town trash receptacles are not to be used for this purpose. Operators and vendors shall remove all waste and trash from their location at the end of each day or as needed to maintain the health and safety of the public.
5. The vendor shall keep all areas within ten feet of the truck or cart clean of grease, trash, paper, cups, or cans associated with the operation. No liquid waste or grease is to be disposed into tree pits, storm drains, or onto the sidewalks, streets, or other public locations. Under no circumstances shall grease be released into or disposed of in a sanitary sewer system.

f.g. Associated features.

1. There shall be no audio amplifier or similar device to attract the attention of the public.
2. No tables, chairs, or other structures shall be allowed outside of the food truck or around a push cart.
3. Advertising consisting of business name, logo, and items available for sale may be displayed on the food truck or push cart. No other form of advertising shall be permitted.

- (2) *Itinerant merchant sales.* Itinerant merchant sales, not including food truck and pushcart vendors, are permitted on lots owned or operated by a governmental entity or in non-residential and planned development districts, subject to the following standards:

a. Generally.

1. Except when located on a governmental lot or site, ~~T~~the sale of merchandise, products, or material must be a permitted principal use in the zoning district where the sales are temporarily located;
2. Itinerant merchants shall file an indemnification form with the Town when engaged in open air sales;
3. Itinerant merchant sales shall be located outside of street rights-of way, required sight distance triangles, required landscape areas, vehicular circulation areas, and areas where pedestrian access is needed to ensure safe movement through or across a site;
4. Signage shall comply with the standards for temporary signage in Division 8 of Article 6;
5. All merchandise and related materials shall be removed from the site following the sale;
6. The maximum period of operation of itinerant merchant sales shall be from 8:00 AM to ~~11:00 PM,~~ 10:00 PM, except for special events, and then shall be limited to the hours of operation associated with the special event; and
7. Permitted itinerant merchant sales shall be limited in duration to a maximum of 45 continuous days from the date the temporary use permit is issued.

b. Additional standards for itinerant merchants operating on governmental land.

1. Operators shall secure a license or other agreement to conduct itinerant merchant sales in addition to a temporary use permit prior to commencement.
 2. In cases where a license or governmental agreement conflicts with the standards in this Ordinance or other Town requirements, the more restrictive standard shall control.
 - ~~7.~~3. Except during Town-sponsored or Town-sanctioned special events, the total number of itinerant merchants on a single governmental site shall be limited to a maximum of five per day and no more than three on the same lot or site at any one time.
- (3) *Outdoor seasonal sales.* Outdoor seasonal sales are permitted on a lot in all zoning districts, subject to the following standards:
- a. Seasonal sales shall be limited to seasonal agricultural products such as Christmas trees, pumpkins, and living plants;
 - b. The maximum hours of operation of an outdoor seasonal sales use shall be from 8:00 AM to 11:00 PM, except when located in a residential district, then the seasonal sales use shall cease by 9:00 PM;
 - c. Exterior lighting shall comply with the requirements in Division 3 of Article 6;
 - d. One recreational vehicle is allowed as a temporary dwelling for security purposes in association with the seasonal sales use, provided it meets the general standards for a temporary dwelling, and is removed at the end of the sales;
 - e. The on-site accessory sale of seasonal products by an agricultural use or retail sales use is not considered outdoor seasonal sales and is not subject to these standards; and
 - f. Outdoor seasonal sales shall be limited in duration to a maximum of 45 continuous days from the date the temporary use permit is issued.
- (4) *Portable storage container.* Portable storage containers may be permitted as a temporary use to a single-family detached, duplex, or townhouse dwelling unit, subject to the following standards.
- a. *Types distinguished.* Portable storage containers shall take one of the following three forms:
 1. A container used for the purposes of storage of personal property such as household items being temporarily stored or relocated;
 2. A roll-off box, bin, or construction dumpster used for the collection and hauling of waste or debris; or
 3. A fully-enclosed, non-motorized, trailer (commonly known as a semi-trailer) with wheels intended to be towed to a site for the purpose of storage or transport of goods, materials, or equipment.
 - b. *Permit required.* A building permit shall not be required for a portable storage container, but a temporary use permit is required.
 - c. *Exemptions.* The standards in this section shall not apply to portable storage containers used as temporary construction trailers, construction dumpsters, or construction materials recycling facilities, provided construction on the site is on-going.
 - d. *Maximum size.* Containers shall be no larger in dimension than eight feet in height, eight feet in width, or 20 feet in length.
 - e. *Maximum number.*
 1. No more than two portable storage containers shall be located on a single lot or parcel of land.
 2. No other type of container or shipping container shall be located on the same lot or parcel of land when one or two portable shipping containers are in place.

TABLE OF DEFINED TERMS	
TERM	DEFINITION(S)
BUILDING WING	means a portion of a building that is subordinate to the main or central part of the structure. Building wings may share a wall with the main or central part of the building or be joined to it by another ancillary structure like a hallway or a colonnade.
BUILDING, ACCESSORY	See "Accessory Building."
BUILDING, PRINCIPAL	means a building or, a group of buildings, in which the principal use of the lot is conducted.
BUILT-UPON AREA (IMPERVIOUS SURFACE)	As used in the water supply watershed protection overlay district, impervious surface and partially impervious surface to the extent that the partially impervious surface does not allow water to infiltrate through the surface and into the subsoil. "Built-upon area" does not include a slatted deck; the water area of a swimming pool; a surface of number 57 stone, as designated by the American Society for Testing and Materials, laid at least four inches thick over a geotextile fabric; a trail (a linear corridor on land or water protected from motor vehicles, providing public access for recreation or transportation) that is either unpaved or paved as long as the pavement is porous with a hydraulic conductivity greater than 0.001 centimeters per second (1.41 inches per hour); or landscaping material, including, but not limited to, gravel, mulch, sand, and vegetation, placed on areas that receive pedestrian or bicycle traffic or on portions of driveways and parking areas that will not be compacted by the weight of a vehicle, such as the area between sections of pavement that support the weight of a vehicle.
BULKY ITEMS SALES	A retail establishment engaged in the retail sale of large or bulky items that are not commonly constructed or maintained indoors, such as truck camper tops, bed liners, prefabricated outdoor buildings, manufactured homes, modular homes, play equipment, portable storage containers, or hot tubs. Such uses may include on-site assembly or fabrication of such items for sale.
BUMP OUT	See "Building Projection."
<u>BURIAL, PRIVATE</u>	<u>The interment of human remains, whether cremated or otherwise, underground or within a tomb or vault. The broadcast of cremated remains is not considered as a burial.</u>
BUSINESS INCUBATOR	A commercial establishment that provides support and encouragement to new business startups and ventures in the form of affordable floor area to rent, shared office space, shared marketing resources, and may also provide management training services and access to financing. Business incubators contain a wide array of use types, including retail, office, personal service, and light manufacturing uses.
C	
CALIPER	means measurement for determining the size of trees at time of planting. Caliper is the quantity in inches of the diameter of trees measured at six inches or 12 inches above the ground, based on the size of the tree being measured.
CAMPER	A portable dwelling (as a special equipped trailer or automobile vehicle) for use during casual travel and camping.

**RESOLUTION OF THE ARCHER LODGE TOWN COUNCIL SUPPORTING THE
CAMPO RECOMMENDATIONS ASSOCIATED WITH THE SOUTHEAST AREA
STUDY UPDATE**

WHEREAS – The Capital Area Metropolitan Planning Organization maintains responsibility for regional transportation planning in Wake and portions of Chatham, Franklin, Granville, Harnett, and Johnston Counties; and

WHEREAS –The Capital Area Metropolitan Planning Organization has conducted a two-year study that includes Archer Lodge, Benson, Clayton, Four Oaks, Garner, Kenly, Micro, Pine Level, Selma, Smithfield, Wilson’s Mills and portions of Raleigh, Wake and Johnston Counties; and

WHEREAS – The study outcomes will result in recommended improvements for the roadway, the bicycle and pedestrian, and transit network, and an implementation strategy that recommends short-term, mid-term and long-term improvements; and

WHEREAS- Public engagement was conducted within the two phases of the Southeast Area Study Update process, and was completed in the Spring of 2024; and

WHEREAS -The recommendations from the Southeast Area Study Update will be incorporated into the 2055 Metropolitan Transportation Plan (MTP).

BE IT THEREFORE RESOLVED that the Archer Lodge Town Council supports the recommendations associated with the Southeast Area Study Update. Signed this 3rd day of June, 2024.

Local Signature

Local Attestation

County of Johnston
State of North Carolina

I, Jennifer H. Martin, a Notary Public for said County and State, do hereby certify that _____
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 3rd day of June, 2024.

(Official Seal)

Notary Public

My commission expires October 6, 2024.

**NORTH CAROLINA
CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION**

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE GOVERNOR OF THE STATE OF NORTH CAROLINA,
TOWN OF ANGIER, TOWN OF APEX, TOWN OF ARCHER LODGE, TOWN OF
BUNN, TOWN OF CARY, TOWN OF COATS, TOWN OF CLAYTON, CITY OF
CREEDMOOR, TOWN OF FRANKLINTON, TOWN OF FUQUAY-VARINA, TOWN
OF GARNER, TOWN OF HOLLY SPRINGS, TOWN OF KNIGHTDALE, TOWN OF
LILLINGTON, TOWN OF MORRISVILLE, CITY OF RALEIGH, TOWN OF
ROLESVILLE, TOWN OF WAKE FOREST, TOWN OF WENDELL, TOWN OF
YOUNGSVILLE, TOWN OF ZEBULON, COUNTY OF CHATHAM, COUNTY OF
FRANKLIN, COUNTY OF GRANVILLE, COUNTY OF HARNETT, COUNTY OF
JOHNSTON, COUNTY OF WAKE, TRIANGLE TRANSIT AUTHORITY, AND THE
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
(Hereinafter referred to as the Municipalities, the Agencies, the Counties and the State)**

**IN COOPERATION WITH
THE UNITED STATES DEPARTMENT OF TRANSPORTATION,**

Agreement No. 2024-04-17

WITNESSETH THAT

WHEREAS, Chapter 136, Article 3A, Section 136.66.2(d) provides that:

"For MPOs, either the MPO or the Department of Transportation may propose changes in the plan at any time by giving notice to the other party, but no change shall be effective until it is adopted by both the Department of Transportation and the MPO."; and

WHEREAS, Section 134(a) of Title 23 United States Code states:

"It is in the national interest to encourage and promote the development of transportation systems embracing various modes of transportation in a manner which will efficiently maximize mobility of people and goods within and through urbanized areas and minimize transportation-related fuel consumption and air pollution. To accomplish this objective, metropolitan planning organizations, in cooperation with the State, shall develop transportation plans and programs for urbanized areas of the State. Such plans and programs shall provide for the development of transportation facilities (including pedestrian walkways and bicycle transportation facilities)

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

which will function as an intermodal transportation system for the State, the metropolitan areas, and the Nation. The process for developing such plans and programs shall provide for consideration of all modes of transportation and shall be continuing, cooperative, and comprehensive to the degree appropriate, based on the complexity of the transportation problems."; and

WHEREAS, Section 134(c) of Title 23 United States Code states:

Development of long-range plans and TIPs.— To accomplish the objectives in subsection (a), metropolitan planning organizations designated under subsection (d), in cooperation with the State and public transportation operators, shall develop long-range transportation plans and transportation improvement programs for metropolitan planning areas of the State; and

WHEREAS, Chapter 136, Article 3A, 66.2(a) of the General Statutes of North Carolina require that:

"Each MPO, with cooperation of the Department of Transportation, shall develop a comprehensive transportation plan in accordance with 23 U.S.C. § 134. In addition, an MPO may include projects in its transportation plan that are not included in a financially constrained plan or are anticipated to be needed beyond the horizon year as required by 23 U.S.C. § 134. For municipalities located within an MPO, the development of a comprehensive transportation plan will take place through the metropolitan planning organization. For purposes of transportation planning and programming, the MPO shall represent the municipality's interests to the Department of Transportation."; and,

WHEREAS, Chapter 136, Article 3A, 66.2(b) provides that:

"After completion and analysis of the plan, the plan shall be adopted by both the governing body of the municipality or MPO and the Department of Transportation as the basis for future transportation improvements in and around the municipality or within the MPO. The governing body of the municipality and the Department of Transportation shall reach agreement as to which of the existing and proposed streets and highways included in the adopted plan will be a part of the State highway system and which streets will be a part of the municipal street system. As used in this Article, the State highway system shall mean both the primary highway system of the State and the secondary road system of the State within municipalities."; and,

WHEREAS, a transportation planning process includes the operational procedures and working arrangements by which short and long-range transportation plans are soundly conceived and developed and continuously evaluated in a manner that will:

1. Assist governing bodies and official agencies in determining courses of action and in formulating attainable capital improvement programs in anticipation of community needs; and,
2. Guide private individuals and groups in planning their decisions which can be important factors in the pattern of future development and redevelopment of the area; and,

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

WHEREAS, it is the desire of these agencies that a continuing, cooperative, and comprehensive transportation planning process as set forth in a Memorandum of Understanding dated January 28, 1993 comply with Title 23 U.S.C. Section 134; and any subsequent amendments to that statute, and any implementing regulations; Title 49 U.S.C. Chapter 53 and any subsequent amendments to these statutes and any implementing regulations; and the Clean Air Act of 1970, as amended, [42 U.S.C.7504 and 7506].

NOW THEREFORE, the following **Memorandum of Understanding** is made:

Section I. Membership

It is hereby agreed that the Municipalities, the agencies, the Counties and the State in cooperation with the United States Department of Transportation, will participate in a continuing, cooperative and comprehensive ("3-C") transportation planning process with responsibilities and undertakings as related in the following paragraphs:

1. The **N. C. Capital Area Metropolitan Planning Area** (as defined by the Metropolitan Area Boundary, also known as the Planning Area Boundary) will be all of Wake County and parts of Chatham, Franklin, Granville, Harnett, and Johnston Counties.
2. The **N. C. Capital Area Metropolitan Planning Organization (MPO)** shall include the local governments of the Municipalities and the Counties, the North Carolina Department of Transportation, an **Executive Board** hereinafter defined, a **Technical Coordinating Committee** hereinafter defined, and the various agencies and units of local, regional, and state government participating in the transportation planning for the area.
3. The **Urbanized Area Boundary** and the **Metropolitan Area Boundary** shall be periodically reviewed and revised in light of new developments and basic data projections.
4. The continuing transportation planning process will be a cooperative one reflective of and responsive to the programs of the North Carolina Department of Transportation, and to the comprehensive plans for growth and development of the Municipalities and the Counties in the Triangle Region with attention being given to cooperative planning with the neighboring metropolitan and rural planning organizations.
5. The continuing transportation planning process will be in accordance with the intent, procedures and programs of Title VI of the Civil Rights Act of 1964, as amended.
6. The continuing transportation planning process will be in accordance with the intent, procedures, and programs of the Clean Air Act of 1970, as amended.

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

7. Transportation policy decisions within the planning area are the shared responsibility of the North Carolina Board of Transportation, the Executive Board and the governing bodies of the participating local governments.
8. Transportation plans and programs and land use policies and programs having regional impacts will be coordinated with the applicable regional Councils of Governments.
9. **An Executive Board is hereby established** with the responsibility for cooperative transportation planning decision making for the MPO. The **Executive Board** shall have the responsibility for keeping the policy boards of the participating local governments informed of the status and requirements of the transportation planning process; for assisting in the dissemination and clarification of the decisions and policies of the policy boards; for providing opportunities for citizen participation in the transportation planning process; and all other duties and responsibilities customary for a governing board of a public authority.

The **Executive Board** will be responsible for carrying out the provisions of 23 U.S.C. Section 134 and Title 49 U.S.C. Chapter 53; and 42 U.S.C.; including, but not necessarily limited to:

- a. Establishment of goals and objectives for the transportation planning process.
- b. Review and approval of a **Prospectus** for transportation planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;
- c. Review and approval of changes to the **Metropolitan Area Boundary** as well as review and recommendation for changes to the **National Highway System**;
- d. Review and approval of the transportation **Unified Planning Work Program**;
- e. Review and approval of the adopted **Comprehensive and Metropolitan Transportation Plans**. As specified in General Statutes Section 136-66.2(a), the Comprehensive Transportation Plan shall include the projects in the Metropolitan Area's Transportation Plan as well as projects that are not included in the financially constrained plan or are anticipated to be needed beyond the horizon year as required by 23 U.S.C. Section 134. As specified in General Statutes Section 136-66.2(d) certain revisions to the **Comprehensive Transportation Plan** may be required to be jointly approved by the North Carolina Department of Transportation;
- f. Review and approval of the MPO's **Transportation Improvement Program** for multimodal capital and operating expenditures ensuring coordination between local and State capital improvement and operating programs. As specified in 23 U.S.C. Section 134(k), all federally funded projects carried out within the boundaries of a metropolitan planning area serving a transportation

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

- management area (excluding projects carried out on the National Highway System) shall be selected for implementation from the approved TIP by the metropolitan planning organization designated for the area in consultation with the State and any affected public transportation operator;
- g. Review and approval of planning procedures for air quality conformity and review and approval of air quality conformity determination for projects, programs, and plans;
 - h. Review and approval of a Congestion Management Process;
 - i. Review and approval of the distribution and oversight of federal funds designated for the Raleigh Urbanized Area under the provisions of IIJA and any other subsequent Transportation Authorizations;
 - j. Review and approval of a policy for public involvement for the MPO;
 - k. Review and approval of an agreement between the MPO, the State, and public transportation operators serving the Metropolitan Planning Area that defines mutual responsibilities for carrying out the metropolitan planning process in accordance with 23 C.F.R. 450
 - l. Development and approval of committee by-laws for the purpose of establishing operating policies and procedures;
 - m. Oversight of the MPO Staff;
 - n. Revisions to membership of Technical Coordinating Committee as defined herein;
 - o. Review and approval of cooperative agreements with other transportation organizations, transportation providers, counties, and municipalities.

The membership of the **Executive Board** shall include:

- One member of the Angier Town Board of Commissioners
- One member of the Apex Town Council
- One member of the Archer Lodge Town Council
- One member of the Bunn Town Council
- One member of the Cary Town Council
- One member of the Clayton Town Council
- One Member of the Coats Board of Commissioners
- One member of the Creedmoor Board of Commissioners
- One member of the Franklinton Town Board of Commissioners

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

- One member of the Fuquay-Varina Town Board of Commissioners
- One member of the Garner Town Council
- One member of the Holly Springs Town Council
- One member of the Knightdale Town Council
- One member of the Lillington Board of Commissioners
- One member of the Morrisville Town Council
- One member of the Raleigh City Council
- One member of the Rolesville Town Board of Commissioners
- One member of the Wake Forest Town Board of Commissioners
- One member of the Wendell Town Board of Commissioners
- One member of the Youngsville Town Board of Commissioners
- One member of the Zebulon Town Board of Commissioners
- One member of the Chatham County Board of Commissioners
- One member of the Franklin County Board of Commissioners
- One member of the Granville County Board of Commissioners
- One member of the Harnett County Board of Commissioners
- One member of the Johnston County Board of Commissioners
- One member of the Wake County Board of Commissioners
- Four members of the North Carolina Board of Transportation representing the Highway Divisions (currently 4, 5, 6 and 8) within the Metropolitan Planning Area
- One member of the Research Triangle Regional Public Transportation Authority Board of Trustees; and
- The Division Administrator of the Federal Highway Administration or his or her representative who shall serve as an advisory, non-voting member.
- The Regional Administrator of the Federal Transit Administration or his or her representative, who shall serve as an advisory, non-voting member.
- The Regional Administrator of the Federal Rail Administration or his or her representative, who shall serve as an advisory, non-voting member.

Municipal and county public transit providers shall be represented on the Executive Board through their respective municipal and county local government board members.

Voting representatives of the Municipalities and the Counties shall be designated by their respective governing boards. Requirements for voting, quorums, and membership in good standing shall be included in the adopted bylaws of the Executive Board. Weighted voting shall be applied as invoked by any voting member of the Executive

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

Board. In the instance of a weighted vote, each member government shall be apportioned weighted voting based on the most recent certified North Carolina Population Estimates for Municipalities and Counties utilizing a vote weighting formula of one vote for each 10,000 of population, or portion thereof. Other voting agencies without population-based representation on the Executive Board shall vote in accordance with the most recent voting schedule. The most recent voting schedule will be maintained by the CAMPO staff and updated with the most recent certified North Carolina Population Estimates for Municipalities and Counties.

At the invitation of the **Executive Board**, other local, regional, State or Federal agencies impacting transportation within the planning area may serve as non-voting members of the **Executive Board**.

As established in its adopted bylaws, the **Executive Board** shall meet as deemed appropriate and shall elect officers with the responsibility for coordination of the committee's activities. A member of the MPO staff will serve as secretary to the Committee.

As established in its adopted bylaws, the Executive Board may create an executive committee and/or subcommittees to carry out its responsibilities.

10. **A Technical Coordinating Committee (TCC) shall be established** with the responsibility of general review, guidance and coordination of the transportation planning process for the planning area and with the responsibility for making recommendations to the Executive Board and to other entities designated by the Executive Board regarding any necessary actions relating to the continuing transportation planning process. The TCC shall be responsible for development, review and recommendations of the **Prospectus, Unified Planning Work Program, Transportation Improvement Program, Metropolitan Area Boundary, Urbanized Area Boundary, and National Highway System**, for revisions to the **Transportation Plan**, for planning citizen participation and for documenting reports of the transportation study.

Membership of Technical Coordinating Committee (TCC) shall include technical representatives from local, regional and State governmental agencies; as well as major modal transportation providers directly related to and concerned with the transportation planning process for the planning area. Each member agency's representative(s) shall be designated by the chief administrative officer of that agency. Departments or divisions within local and state agencies that should be represented on the TCC include, but are not limited to, those responsible for transportation planning, land use planning, transportation operations, public works and construction, engineering, public transportation, environmental conservation and planning, bicycle and pedestrian planning, and economic development. The voting membership shall include, at a minimum, representation from the following agencies/organizations, with specific numbers of members from each agency/organization outlined in the Technical Coordinating Committee's adopted bylaws:

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

- Town of Angier
- Town of Apex
- Town of Archer Lodge
- Town of Bunn
- Town of Cary
- Town of Clayton
- Town of Coats
- City of Creedmoor
- Town of Franklinton
- Town of Fuquay-Varina
- Town of Garner
- Town of Holly Springs
- Town of Knightdale
- Town of Lillington
- Town of Morrisville
- City of Raleigh
- Town of Rolesville
- Town of Wake Forest
- Town of Wendell
- Town of Youngsville
- Town of Zebulon
- County of Chatham
- County of Franklin
- County of Granville
- County of Harnett
- County of Johnston
- County of Wake
- Central Pines Regional Council
- Capital Area Transit
- Cary Transit
- Raleigh-Durham Airport Authority
- Research Triangle Transit Regional Public Transportation Authority

- North Carolina Department of Transportation

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

- Rural Transit Systems Serving Franklin , Granville, Harnett, Johnston and Wake Counties
- North Carolina State University
- Research Triangle Foundation
- Triangle North Executive Airport

The host agency's membership shall not include members of the MPO staff.

In addition to voting membership, the TCC shall invite officials responsible for other types of planning activities that are affected by transportation in the area (including State and local planned growth, economic development, environmental protection, airport operations, and freight movements) to coordinate their planning process, to the maximum extent practicable, with MPO planning activities. Such organizations and agencies may include:

- a. The Federal Highway Administration
 - b. The Federal Transit Administration
 - c. The Federal Rail Administration
 - d. The U.S. Army Corps of Engineers
 - e. The U.S. Environmental Protection Agency
 - f. The U.S. Fish and Wildlife Service
 - g. The N.C. Department of Cultural Resources
 - h. The N.C. Department of Commerce
 - i. The U.S. Department of Housing and Urban Development
 - j. The N.C. Railroad Company
 - k. The N.C. Trucking Association
 - l. The N.C. Motorcoach Association
 - m. Regional Transportation Alliance
11. The Technical Coordinating Committee shall operate as determined by its adopted bylaws. Any agency not listed above which wishes representation on the TCC may request such representation for consideration under the adopted bylaws of the TCC. As established in its adopted bylaws, the TCC may create an executive committee and/or subcommittees to carry out its responsibilities.
12. The governing boards of the Municipalities and the Counties and the North Carolina Board of Transportation shall serve as the primary means for citizen input to the continuing transportation planning process. Citizen involvement will also be obtained through procedures outlined in the MPO's policy for public participation and through various special studies and projects undertaken by the MPO.

The Executive Board should also provide opportunities for citizen participation in the transportation planning process.

Section II. Responsibilities

It is further agreed that the subscribing agencies will have the following responsibilities, these responsibilities being those most logically assumed by the several agencies:

The Municipalities and the Counties

The Municipalities and the Counties will assist in the transportation planning process by providing assistance, data and inventories in accordance with the Prospectus. The Municipalities and the Counties shall coordinate zoning and subdivision approval within their respective jurisdictions in accordance with the adopted Metropolitan Transportation Plan. Additionally, the a host agency, as designated by the Executive Board will serve as the **Lead Planning Agency** for the MPO. Services provided by the Lead Planning Agency on behalf of the MPO will be governed by mutual agreement(s).

The Municipalities and the Counties will participate in funding the portion of the costs of the MPO's work program not covered by federal or state funding (minimum 20% match of actual annual expenditures) as approved by the Executive Board. The portion to be paid by each Municipal and County member government will be based upon its pro rata share of population within the MPO Planning Area, utilizing the most recent certified North Carolina Office of State Planning municipal and county population estimates. In addition, MPO members may also voluntarily contribute additional funds for other purposes such as to participate in funding the costs of special studies, or other specialized services as mutually agreed upon.

Failure to pay the approved share of costs shall invalidate the MPO's Unified Planning Work Program and annual MPO self-certification as required by 23 CFR 450. Failure to certify shall result in the withholding of transportation project funds to the metropolitan planning area in accordance with federal law. In order to avoid this, the Executive Board shall amend the Unified Planning Work Program.

The municipalities and the counties receiving federal transportation funding designated for the Urbanized Areas within the MPO Planning Area as approved by the Executive Board through the Unified Planning Work Program shall comply with adopted reporting and oversight procedures.

North Carolina Department of Transportation

The Department will assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Prospectus. The Department, to the fullest extent possible, and as permitted by existing State and Federal regulations, will provide assistance in the protection of necessary rights-of-way for those transportation corridors designated on the Transportation Plan.

Research Triangle Regional Public Transportation Authority

Triangle Transit will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus. Triangle Transit shall comply with adopted reporting and oversight procedures for the receipt of federal

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

transportation funding designated for the region's Urbanized Areas as approved by the Executive Board through the Unified Planning Work Program

Section III. Termination

Parties to this Memorandum of Understanding may terminate their participation in the N. C. Capital Area Metropolitan Planning Organization by giving thirty (30) days written notice to the other parties prior to the date of termination. If any party should terminate participation, this memorandum of understanding shall remain in force and the MPO shall continue to operate as long as 75% or more of the population within the Metropolitan Planning Area is represented by the remaining members.

Section IV. Ratification

In witness whereof, the parties of this Memorandum of Understanding have been authorized by appropriate and proper resolutions to sign the same, The Town of Angier by its Mayor, the Town of Apex by its Mayor, the Town of Archer Lodge by its Mayor, the Town of Bunn by its Mayor, the Town of Cary by its Mayor, the Town of Clayton by its Mayor, the Town of Coats by its Mayor, the City of Creedmoor by its Mayor, the Town of Franklinton by its Mayor, the Town of Fuquay-Varina by its Mayor, the Town of Garner by its Mayor, the Town of Holly Springs by its Mayor, the Town of Knightdale by its Mayor, the Town of Lillington by its Mayor, the Town of Morrisville by its Mayor, the City of Raleigh by its Mayor, the Town of Rolesville by its Mayor, the Town of Wake Forest by its Mayor, the Town of Wendell by its Mayor, the Town of Youngsville by its Mayor, the Town of Zebulon by its Mayor, the Triangle Transit Authority by its Chair, Chatham County by its Chairman of the Board of Commissioners, Franklin County by its Chairman of the Board of Commissioners, Granville County by its Chairman of the Board of Commissioners, Harnett County by its Chairman of the Board of Commissioners, Johnston County by its Chairman of the Board of Commissioners, Wake County by its Chairman of the Board of Commissioners, and by the Secretary of Transportation on behalf of the Governor of the State of North Carolina and the North Carolina Department of Transportation, this the _____ day of _____, 2024.

[SIGNATURE PAGES TO FOLLOW]

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

(Seal)

TOWN OF ANGIER

Clerk

By _____
Mayor

April 17, 2024

TOWN OF APEX

Clerk

Mayor

April 17, 2024

TOWN OF ARCHER LODGE

Clerk

By _____
Mayor

April 17, 2024

TOWN OF BUNN

Clerk

Mayor

April 17, 2024

TOWN OF CARY

Clerk

Mayor

April 17, 2024

TOWN OF CLAYTON

Clerk

By _____
Mayor

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

(Seal)

TOWN OF COATS

Clerk

By _____
Mayor

April 17, 2024

CITY OF CREEDMOOR

Clerk

By _____
Mayor

April 17, 2024

TOWN OF FRANKLINTON

Clerk

By _____
Mayor

April 17, 2024

TOWN OF FUQUAY-VARINA

Clerk

Mayor

April 17, 2024

TOWN OF GARNER

Clerk

Mayor

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

(Seal)

TOWN OF HOLLY SPRINGS

Clerk

By _____
Mayor

April 17, 2024

TOWN OF KNIGHTDALE

Clerk

Mayor

April 17, 2024

TOWN OF LILLINGTON

Clerk

Mayor

April 17, 2024

TOWN OF MORRISVILLE

Clerk

Mayor

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

(Seal)

CITY OF RALEIGH

Clerk

By _____
Mayor

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

(Seal)

TOWN OF ROLESVILLE

Clerk

By _____
Mayor

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

(Seal)

TOWN OF WAKE FOREST

Clerk

By _____
Mayor

April 17, 2024

TOWN OF WENDELL

Clerk

Mayor

April 17, 2024

TOWN OF YOUNGSVILLE

Clerk

Mayor

April 17, 2024

TOWN OF ZEBULON

Clerk

Mayor

April 17, 2024

**RESEARCH TRIANGLE TRANSIT
REGIONAL PUBLIC
TRANSPORTATION AUTHORITY**

Clerk

By _____
Chair

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

(Seal)

CHATHAM COUNTY

County Manager

By _____
Chairman

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

(Seal)

FRANKLIN COUNTY

County Manager

By _____
Chairman

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

(Seal)

GRANVILLE COUNTY

County Manager

By _____
Chairman

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

(Seal)

HARNETT COUNTY

County Manager

By _____
Chairman

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

(Seal)

JOHNSTON COUNTY

County Manager

By _____
Chairman

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

(Seal)

WAKE COUNTY

County Manager

By _____
Chairman

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

(Seal)

**STATE OF NORTH CAROLINA AND
DEPARTMENT OF TRANSPORTATION**

By _____
Secretary of Transportation

Approved for Execution

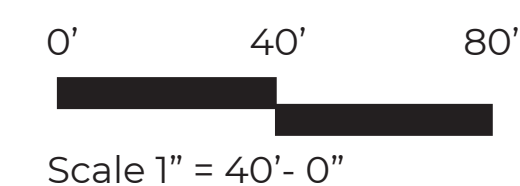
By _____
Assistant Attorney General

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

THIS PAGE LEFT INTENTIONALLY BLANK

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

THIS PAGE LEFT INTENTIONALLY BLANK



ARCHER LODGE TOWN HALL PARKING PLAZA

FINAL CONCEPT



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of _____, 2024, by and between the Town of Archer Lodge, North Carolina, a municipal corporation (“Town”) and Johnston County Little League, a North Carolina Non-Profit Corporation (“JCLL”). The Town and JCLL may be referred to as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Town has entered into a lease agreement (Lease) with Archer Lodge Community Center, Inc., a North Carolina Non-Profit Corporation (ALCC) for the exclusive use and control of the baseball field, multi-purpose field, and bathroom facilities at the picnic shelter located at 14009 Buffalo Rd., Archer Lodge, North Carolina (the Property); and

WHEREAS, the Town owns property on Castleberry Rd. where the Town is currently operating the Archer Lodge Town Park which includes baseball fields (the Town Park); and

WHEREAS, JCLL had entered into a Memorandum of Understanding (“MOU”) with the Town dated June 19, 2023; and

WHEREAS, the Parties anticipate future cooperation with each other regarding use of all fields for baseball/softball/T-ball; and

WHEREAS, the Parties desire to terminate the prior MOU of June 19, 2023 and enter into this new MOU to express their understandings with respect to the foregoing;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties have the following understandings:

1. **Current Use Agreement.** The Parties agree and understand that all use and rental agreements for use of the Property shall be with the Town and ALCC shall have no authority to encumber the use of the Property. All use and rental agreements for the Property and the Town Park shall be subject to the Town’s adopted rental and fee schedule unless otherwise stated
 - a. The Town shall be responsible for the following:
 - i. League Registration using Town of Archer Lodge Parks and Recreation Software and adults interested in coaching/volunteering shall register through the same software
 - ii. Scheduling baseball officials and part-time staff as needed
 - iii. Supplying uniforms consisting of a team hat/headbands and shirt/jersey

- iv. Shared duties of reserving fields for scheduling practices, games, evaluations, and special events for JCLL at all Town-maintained facilities
 - v. Facility maintenance and field preparation for regular season games
 - vi. Remitting the Little League for players' liability insurance not to exceed \$4,000.00 directly to Little League Baseball, Inc. (JCLL will provide invoices to Town)
 - vii. End of season awards
 - viii. Day-to-day oversight of parent/spectator conduct
 - ix. Provide part-time staff to maintain scoreboards
 - x. Town to be responsible for Senior Leagues (13 and up) for both baseball and softball
- b. JCLL shall be responsible for the following:
- i. Allow the Town to be a stakeholder and a position on the JCLL Board of Directors within Little League guidelines
 - ii. Day-to-day oversight of players and coaches
 - iii. Conducting background checks for all volunteers and coaches
 - iv. Shared duties of reserving fields for scheduling practices, games, evaluations, and special events for JCLL at all Town-maintained facilities
 - v. Securing sponsorship and fundraising outreach
 - vi. Organizing special events and volunteers for special events
 - vii. Conducting draft day evaluations and facilitation of the draft
 - viii. Conducting All-Star evaluation and selection
 - ix. Constructing and submitting uniform orders
 - x. Supplying JCLL patches and sponsorship logos on uniforms
 - xi. Maintenance of non-Town-maintained fields (e.g. Riverwood Middle, Clayton Middle, and Clyde's Chapel)
 - xii. Supplying additional uniforms outside of the responsibility of the Town (eg. All-Star Uniforms)
 - xiii. Provide the official scorekeeping using Game Changer App
 - xiv. Use of Town maintained fields for regular season games without being charged the fees associated with the Town fee schedule
2. **Effective Date.** This MOU shall be effective, give notice to the Parties, and be binding on their heirs, successors and assigns as of July 1, 2024.
3. **Annual Review.** This MOU shall be reviewed annually following the spring season by representatives of both parties to allow for clarifications or changes that may need to be addressed.
4. **Term.** This MOU shall remain in effect for a term of two (2) years beginning July 1, 2024. This MOU shall automatically renew unless either Party provides

written notice of their desire not to renew no later than 180 days prior to the end of the current two (2) year term.

*** SIGNATURES APPEAR ON THE FOLLOWING PAGE ***

IN WITNESS WHEREOF, this MOU has been approved by the Town Council for the Town of Archer Lodge as of the ____ day of _____, 2024 and is executed by its Mayor and Town Clerk with authority duly given and as an act of the Town of Archer Lodge.

TOWN OF ARCHER LODGE

By: _____
Matthew Mulhollem, Mayor

ATTEST:

Jenny Martin, Town Clerk

IN WITNESS WHEREOF, this MOU has been approved by Johnston County Little League as of the ____ day of _____, 2024 and is executed by its President with authority duly given and as an act of Johnston County Little League.

JOHNSTON COUNTY LITTLE LEAGUE

By: _____
Andy Knepper, President