



Town of Archer Lodge

AGENDA

Regular Council Meeting

Monday, May 6, 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. PLANNING/ZONING REPORT:
 - 4.a. Introduction of New Town Planner ~ Mr. Jason Kress
 - 4.b. Planning/Zoning Update
 - 4.c. Code Enforcement Monthly Report 3 - 8
 - [Archer Lodge Monthly Report 03.2024](#)
 - [Archer Lodge Monthly Report 04.2024](#)
5. VIRTUAL PRESENTATION:
 - 5.a. Audit Presentation for Fiscal Year Ending June 30, 2023 ~ Mr. Dale Place of May & Place, PA
 - 5.b. 2024 Comprehensive Land Use Plan Update ~ Chad Meadows
6. PUBLIC HEARINGS, DISCUSSION AND POSSIBLE ACTION ITEMS:
 - 6.a. PUBLIC HEARING - Special Use Permit Application for PID 178002-78-6179 for Approval of a Radio Cell Tower
 - 6.b. Discussion and Possible Action of of Amending the Grant Project Ordinance for the American Rescue Plan Act (ARPA) Funds 9 - 10
 - [AL2024-05-1 Grant Project Ordinance Amending GPO AL2021-09-1 American Rescue Plan Act \(ARPA\) Funds](#)
 - 6.c. Discussion and Possible Action of Updating the Memorandum of Understanding Between the Town of Archer Lodge and Johnston County Little League 11 - 14
 - [Executed MOU between TOAL and JoCo L L 06.19.23](#)

6.d. Discussion and Possible Action of Approving Contract with HR
Management Solutions

15 - 17

[5.2024 Independent Contractor Agreement HR Management Solutions](#)

7. TOWN ATTORNEY'S REPORT:
8. TOWN ADMINISTRATOR'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. ADJOURNMENT:



PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Archer Lodge

Updated
April 30, 2024

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



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April 30, 2024

116 Seminole Dr	OL/JV	ABATED
124 Cohaire Dr	JP	ABATED
113 Buckhorn Dr	JV/OL	OPEN
2204 Raintree Dr	JV	OPEN
13548 Buffalo Rd	OL	OPEN
101 Seminole Dr	JV	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

HIGHLIGHTS

- During the month of April, we focused on previously opened cases and opened 5 new Cases, addressing junked vehicles, junk piles and Zoning Violations. After contacting residents, we successfully Abated 4 of those Cases.
- We have addressed a total of 190 Cases to date, and of those Cases 154 have been Abated and Closed to date.
- Property located at 116 Seminole Dr was in Violation for an overgrown lot and a junked vehicle partially covered with torn tarps, but after contacting the property owner, the violations were remediated, and the Case is Abated and Closed.
- After contacting the property owners of 124 Seminole Dr and 124 Cohaire Dr., respectively , in reference to open storage, junk and debris scattered in the yard; all debris was removed and Cases were Abated and Closed.

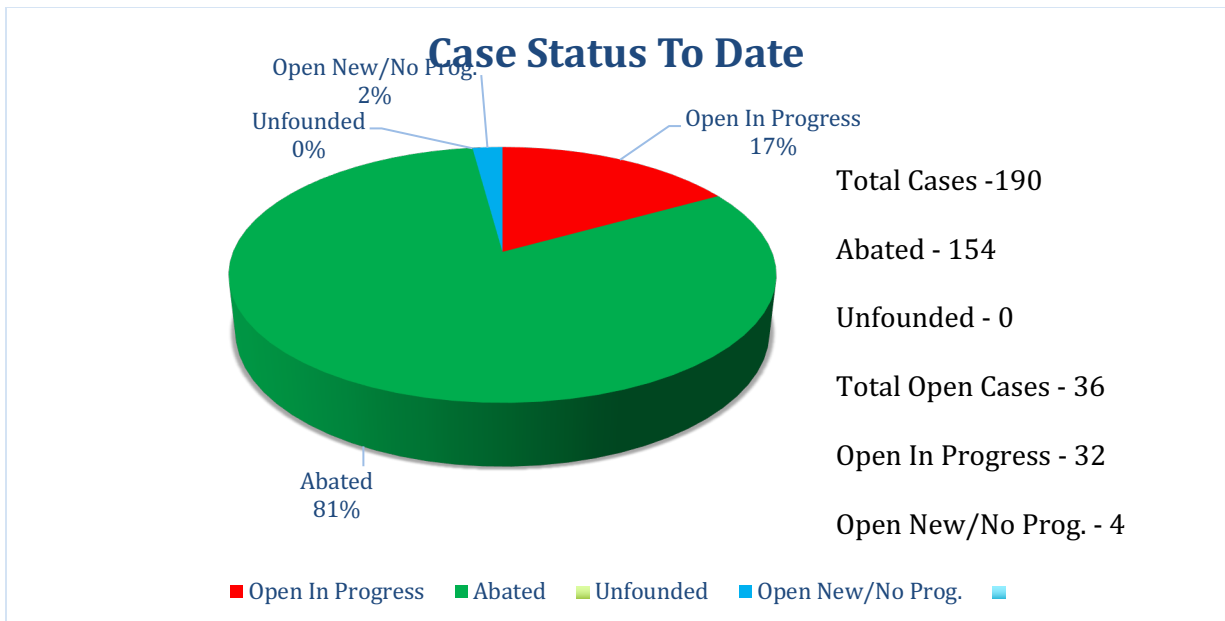
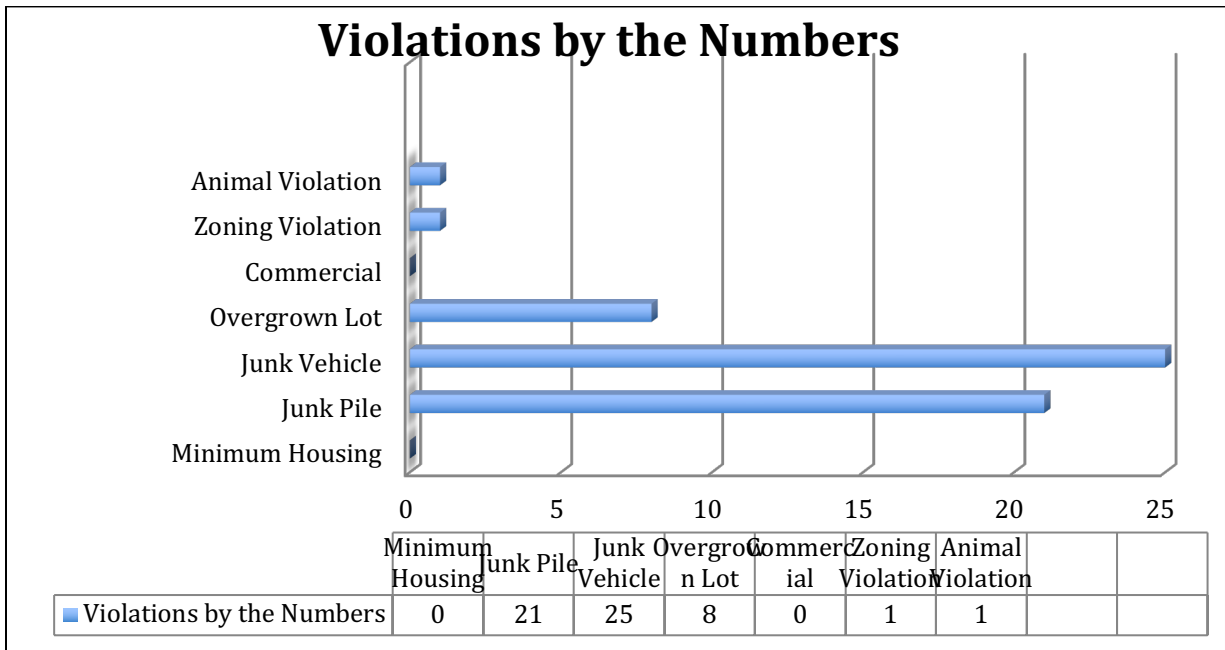


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April 30, 2024





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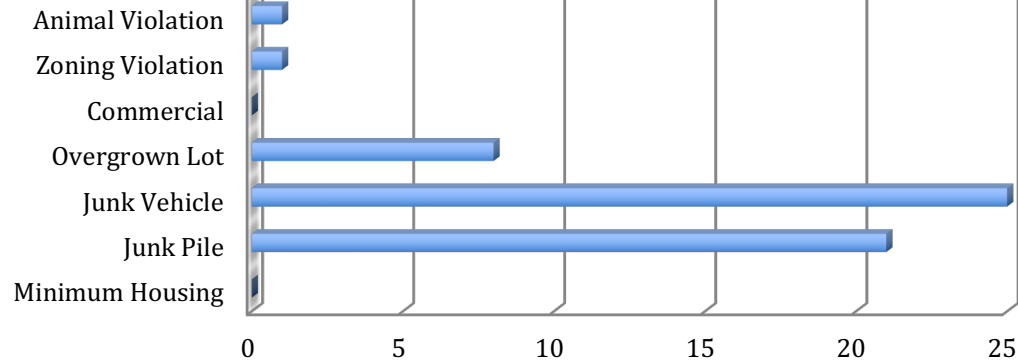
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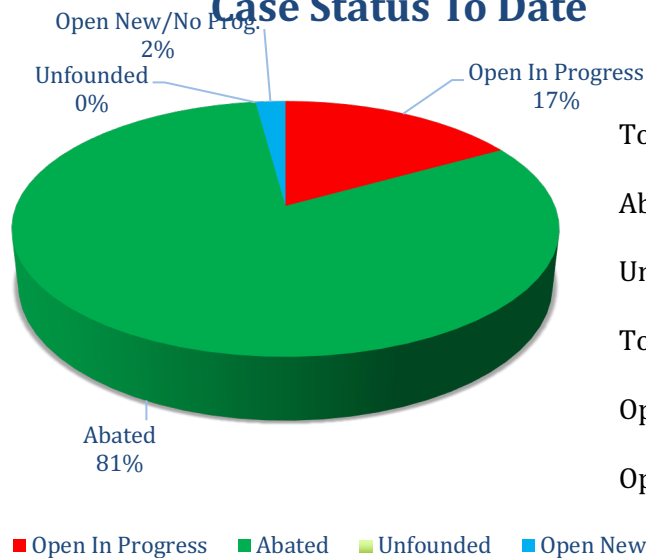
Updated
April 30, 2024

Violations by the Numbers



	Minimum Housing	Junk Pile	Junk Vehicle	Overgrown Lot	Commercial	Zoning Violation	Animal Violation		
Violations by the Numbers	0	21	25	8	0	1	1		

Case Status To Date



Total Cases - 190

Abated - 154

Unfounded - 0

Total Open Cases - 36

Open In Progress - 32

Open New/No Prog. - 4

Open In Progress Abated Unfounded Open New/No Prog.

**TOWN OF ARCHER LODGE
GRANT PROJECT ORDINANCE AMENDING THE
GRANT PROJECT ORDINANCE# AL2021-09-1 FOR THE
AMERICAN RESCUE PLAN ACT FUNDS**

BE IT ORDAINED by the Town Council of the Town of Archer Lodge, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby amended as set forth below:

- Section 1. This ordinance established a budget for the grant project to be funded by the American Rescue Plan Act of 2021 (**ARPA**). The Town of Archer Lodge received grant funds totaling \$1,050,426.75 which were provided in two disbursements. The first disbursement in the amount of \$525,213.38 was received on August 13, 2021 and the second disbursement in the amount of \$525,213.37 was received on August 5, 2022.
- Section 2. These funds could have been used for any of the following categories of expenditures in accordance with the American Rescue Plan Act of 2021, and to the extent authorized by North Carolina state law.
1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
 2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
 3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
 4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
 5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.
- Section 3. The Town elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARPA funds for the provision of government services.
- Section 4. The Town of Archer Lodge has until December 31, 2024 to use or encumber these funds and if encumbered, the Town has until December 31, 2026 to finish any associated work on the grant project.

Section 5. The following amounts are appropriated for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARP/CSLFRF Funds
001	General administration services for period of March 3, 2021 through March 31, 2024	6.1	Salaries	\$ 635,289.27
			Benefits	\$ 52,928.00
002	Economic and physical development services for period of March 3, 2021 through March 31, 2024	6.1	Contracts	\$ 362,209.48
	TOTAL			\$1,050,426.75

Section 6. The following revenues were available to complete the project:

ARPA Funds	\$	1,050,426.75
Total	\$	<u>1,050,426.75</u>

Section 7. The Finance Officer maintained within the ARPA Grant Project Fund specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements and any state regulations that may apply.

Section 8. The Council ratified the acceptance of ARPA funds on August 13, 2021 and the actions of the Finance Officer with regards to said funds.

Section 9. The Finance Officer was directed to report on the financial status of the project as needed by Council.

Section 10. Copies of the Amended Grant Project Ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Town Clerk.

Section 11. This grant project ordinance expires on December 31, 2026, or when all the ARPA funds have been expended by the Town, whichever occurs first.

DULY ADOPTED THIS, THE 6TH DAY OF MAY 2024.

TOWN OF ARCHER LODGE

ATTEST:

Matthew B. Mulhollem, Mayor

Jenny Martin, Town Clerk

(SEAL)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 19th day of June, 2023, 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 anticipates entering into a long term 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 constructing a town park which includes baseball fields; and

WHEREAS, JCLL had entered into a use and rental agreement with ALCC prior to the execution of the Lease between the Town and ALCC; and

WHEREAS, the Parties anticipate future cooperation with each other regarding use of all fields for baseball; and

WHEREAS, the Parties desire to enter into this 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 Town agrees to honor the current use agreement between JCLL and ALCC through and including June 30, 2023, including, but not limited to, the rental rate for use of the Property, the agreed upon schedule for use of the Property, and maintenance and preparation agreement for the Property. All use and rental payments (if any) shall be paid to the Town after the effective date below.
2. **Future Use.** The Parties agree and understand that all future 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 future use and rental agreements shall be subject to the adopted rental and fee schedule of the Town's Parks and Recreation Department.

- a. The Town shall be responsible for the following:

- i. League Registration using Town of Archer Lodge Parks and Recreation Software
- ii. Scheduling baseball officials and part-time staff as needed
- iii. Supplying uniforms consisting of a team hat and shirt/jersey
- iv. Scheduling of practices and games at all Town-maintained facilities
- v. Facility maintenance
- vi. Reimbursement of Little League for players' liability insurance not to exceed \$4,000.00
- vii. End of season awards
- viii. Conducting background checks for all volunteers and coaches
- ix. Day-to-day oversight of parent/spectator conduct

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. Securing sponsorship and fundraising outreach
- iv. Organizing special events and volunteers for special events
- v. Conducting draft day evaluations and facilitation of the draft
- vi. Conducting All-Star evaluation and selection
- vii. Constructing and submitting uniform orders
- viii. Maintenance of non-Town-maintained fields (Riverwood Middle, Clayton Middle, and Clyde's Chapel)
- ix. Supplying additional uniforms outside of the responsibility of the Town (eg. All-Star Uniforms)

3. **Effective Date.** This MOU shall be effective, give notice to the Parties, and be binding on their heirs, successors and assigns as of the date listed in the signature page below.

4. **Term.** This MOU shall remain in effect for a term of five (5) years from execution by the Parties. 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 five (5) 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 5th day of June, 2023 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
Jenny Martin, Town Clerk



IN WITNESS WHEREOF, this MOU has been approved by Johnston County Little League as of the 19th day of June, 2023 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

1. The first part of the document is a letter from the
author to the editor, dated 1951, in which the author
states that he has been thinking about the problem of
the future of the world for a long time.

2. The second part of the document is a letter from the
editor to the author, dated 1951, in which the editor
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3. The third part of the document is a letter from the
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4. The fourth part of the document is a letter from the
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NORTH CAROLINA

JOHNSTON COUNTY

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is entered into between the TOWN OF ARCHER LODGE, a municipal corporation (“Town”), and HR MANAGEMENT SOLUTIONS, LLC (“CONTRACTOR”) of Craven County, North Carolina.

STATEMENT OF PURPOSE:

- A. Town and Contractor desire, within the limits hereof, to set forth the duties and responsibilities of Contractor with regards to Contractor’s relationship with the Town;
- B. This Agreement shall set forth the business relationship between Contractor and the Town;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Services to be Provided and Responsibilities.

(a) During the term of this Agreement, Contractor shall provide services to the Town, which services include: general consulting services to aid the Town Clerk in the performance of her duties and other related duties as needed by the Town.

(b) Contractor shall be entitled to set her own hours and Town shall not control or dictate the hours of work done by Contractor.

(c) Contractor shall provide her own transportation including, but not limited to, transportation to and from work.

2. Term. Unless otherwise terminated, this Agreement shall be for one (1) year with a retroactive start date of May 7, 2024 and expiring on May 6, 2025. Notwithstanding the foregoing, this Agreement may be terminated for any reason by either party at any time at will and upon such termination, this Agreement shall become null and void, with Contractor being paid up to the termination date.

3. Compensation. The Town agrees to compensate Contractor **\$ 50.00** per hour and reimburse mileage pursuant to the allowable IRS rate. For any given pay period, Contractor shall provide to the Finance Officer an accounting of all hours worked and mileage incurred.

4. Independent Contractor. Contractor shall render services for Town as an independent contractor and not as an employee or joint venturer of the Town. Contractor acknowledges that (i) any compensation due will be paid pursuant to this Agreement by Town; (ii) that this business relationship is terminable at will by either party, and (iii) that this Agreement will control the business relationship between the parties until it is terminated or modified. Each party acknowledges that Town will not withhold state or federal taxes and that Contractor is responsible for filing and payment of the same. Furthermore, each party acknowledges that Contractor is an independent contractor and as such is not entitled to file or collect unemployment or worker's compensation benefits from Town and the same are hereby waived.

5. Indemnity. The Contractor shall indemnify and hold harmless Town, its agents and employees, officers, directors and shareholders from and against all claims, damages, losses and expenses including attorneys' fees by reason of the liability imposed by law upon said Contractor, her agents and employees, arising out of or resulting from the performance of the work under this contract, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (b) whether or not caused in whole or in part by any negligent act or omission of the Contractor or anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether it is caused in part by a party indemnified hereunder. This indemnification shall survive the termination of this Agreement.

6. Severability. If any of the provisions of this Agreement are determined to be invalid or unenforceable in part, the remaining provisions, and the enforceable portions of any partially unenforceable provisions, will nevertheless be binding and enforceable.

7. Notices. Any notice required or permitted to be given under this Agreement will be sufficient if in writing, and if sent by first class mail, postage prepaid, to the current home address of Contractor or Town. Any such notice will be deemed to have been given within three (3) days after it is mailed. The Town address is: 14094 Buffalo Road, Archer Lodge, NC 27527 and the address of Contractor is: 4516 Carteret Drive, Trent Woods, NC 28562.

8. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the parties, their respective heirs, representatives, successors, and assigns. Contractor may not assign her duties or obligations under this Agreement to any other party.

9. Entire Agreement. This Agreement expresses, embodies and supersedes all previous understandings, agreements, and commitments, whether written or oral, between the parties with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the parties.

10. Governing Law and Voluntary Execution. This Agreement will be governed by the substantive laws of the State of North Carolina, without regard to the principles of the choice of laws or the conflict of laws. This Agreement is entered into freely and voluntarily and without any coercion, force, pressure or undue influence. Neither party has relied upon any representation or promise in making this Agreement except those expressly set forth herein.

11. Modification. The provisions of this Agreement may not be amended, deleted, or modified in whole or in part without the express written consent of all parties to this Agreement, which will be executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and entered into as of the date and year written herein below.

TOWN OF ARCHER LODGE:

By: _____ (SEAL)
BRYAN R. CHADWICK,
TOWN ADMINISTRATOR

Date: _____

CONTRACTOR:

By: _____ (SEAL)
LAURA B. OXLEY

Date: _____