



# Town of Archer Lodge

## AGENDA

### Regular Council Meeting

Monday, April 3, 2023 @ 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:

(Maximum of 30 minutes allowed; 3 minutes per person)

#### 4. CONSENT AGENDA:

4 - 174

- 4.a. Approval of Minutes:
  - 07 Feb 2022 Regular Council Meeting Minutes
  - 21 Feb 2022 Budget Planning Retreat ~ FY 2022/2023 Minutes
  - 07 Mar 2022 Regular Council Meeting & Public Hearing on Amending Code of Ordinances, Town of Archer Lodge, NC Minutes
  - 07 Mar 2022 Closed Session Minutes
  - 21 Mar Budget Planning Retreat Continued ~ FY 2022/2023 Minutes
  - 04 Apr 2022 Regular Council Meeting Minutes
  - 04 Apr 2022 Closed Session Minutes
  - 18 Apr 2022 Work Session Minutes
  - 02 May 2022 Regular Council Meeting Minutes
  - 02 May 2022 Closed Session Minutes
  - 08 Jun 2022 Special Meeting Minutes
  - 20 Jun 2022 Regular Council Meeting Minutes

11 Jul 2022 Regular Council Meeting Minutes  
[Regular Council - Monday, 07 Feb 2022 - DRAFT](#)  
[Budget Planning Retreat ~ FY 2022/2023 - Monday, 21 Feb 2022 - DRAFT](#)  
[Regular Council - Monday, 07 Mar 2022 - DRAFT](#)  
[Budget Planning Retreat Continued ~ FY2022/2023 - Monday, 21 Mar 2022 - DRAFT](#)  
[Regular Council - Monday, 04 Apr 2022 - DRAFT](#)  
[Work Session - Monday, 18 Apr 2022 - DRAFT](#)  
[Regular Council - Monday, 02 May 2022 - DRAFT](#)  
[Special Meeting - Wednesday, 08 Jun 2022 - DRAFT](#)  
[Regular Council - Monday, 20 Jun 2022 - DRAFT](#)  
[Regular Council - Monday, 11 Jul 2022 - DRAFT](#)

## **5. RECOGNITION/PRESENTATION:**

- 175 5.a. Proclamation - Parkinson's Awareness Month  
[Parkinson's Awareness Month Proclamation 4.2023](#)

## **6. DISCUSSION AND POSSIBLE ACTION ITEMS:**

- 176 - 202 6.a. Discussion and Consideration of Approving the Option and Ground Lease Agreement between the Town of Archer Lodge and APC Towers III, LLC  
[Archer Lodge Proposed Option and Lease Mar. 27 v. 1](#)

## **7. TOWN ATTORNEY'S REPORT:**

## **8. PARK UPDATE ~ MIKE GORDON**

## **9. TOWN ADMINISTRATOR'S REPORT:**

- 9.a. Archer Lodge Community Center Agreement
- Johnston County Little League MOU
  - Neuse River Futbol Alliance MOU
- 9.b. CAMPO/MPO Update
- 9.c. Complaints
- 9.d. Insurance Rates Update

9.e. Grants Update

**10. HUMAN RESOURCES OFFICER/TOWN CLERK'S REPORT:**

10.a. Parks Maintenance Specialist Position Update

10.b. Salary Schedule/Hourly Schedule

10.c. Meetings/Trainings

**11. PARKS AND RECREATION DIRECTOR'S REPORT:**

**12. PLANNING/ZONING REPORT:**

**13. CODE ENFORCEMENT OFFICER'S REPORT:**

203 - 205

13.a. Monthly Report

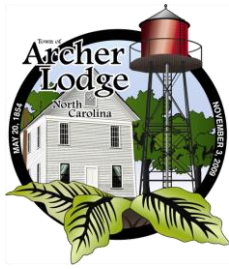
[Monthly Report 03.28.23](#)

**14. MAYOR'S REPORT:**

**15. COUNCIL MEMBERS' REMARKS:**

(non-agenda items)

**16. ADJOURNMENT:**



**Regular Council - Minutes  
Monday, February 7, 2022**

**COUNCIL PRESENT:**

- Mayor Mulhollem
- Mayor Pro Tem Castleberry
- Council Member Bruton (Remotely)
- Council Member Jackson
- Council Member Purvis
- Council Member Wilson (Remotely)

**STAFF PRESENT:**

- Mike Gordon, Town Administrator
- Marcus Burrell, Town Attorney
- Julie Maybee, Town Planner
- Kim P. Batten, Finance Officer/Town Clerk

**COUNCIL ABSENT:**

**MEDIA PRESENT:**

William Reeves, Archer Lodge Boy Scout Troop 421

**1. WELCOME/CALL TO ORDER:**

**a) Invocation**

Mayor Mulhollem called the meeting to order at 6:36 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Archer Lodge, NC and declared a quorum present. Council Member Jackson offered the invocation.

**b) Pledge of Allegiance**

William Reeves, a member of the Archer Lodge Boy Scout Troop 421, led in the Pledge of Allegiance to the US Flag.

**2. APPROVAL OF AGENDA:**

**a) No changes or additions.**

Moved by: Council Member Wilson  
Seconded by: Council Member Jackson

**Approved Agenda.**

CARRIED UNANIMOUSLY

**3. VIRTUAL PRESENTATION:**

**a) Audit Presentation for Fiscal Year Ending June 30, 2021 ~ Mr. Dale Place of May & Place, PA**

Auditor, Dale Place, attended the meeting using Microsoft Teams, greeted council and shared his appreciation of staff assisting him with the audit. He referred them to the Table of Contents, page 2, of the Audit for period ending June 20, 2021. He stated that there were zero compliance issues to report for the fiscal year and referred them to pages 11 and 12 and discussed the Town's net position had increased by \$446,465 and the net debt during the fiscal year had decreased by \$110,334. In looking at page 23, Mr. Place shared that the General Fund balance had a net increase of \$132,368 and in closing he referred to the



Analysis of the Town - Wide Tax Levy on page 58 which demonstrated the tax collection rate for property taxes, excluding registered motor vehicles taxes, was 99.83% and the collection rate for registered motor vehicles was 100%. He stated that Johnston County had an excellent collection process. No questions were presented to him, so he stated that if any were to arise at a later time, please let Ms. Batten know and she would notify him. No further discussion followed.

**4. OPEN FORUM/PUBLIC COMMENTS:**

(Maximum of 30 minutes allowed; 3 minutes per person)

a) **No Public Comments.**

**5. PRESENTATION:**

a) **Proclamation - ALL IN RED MONTH**

Mayor Mulhollem proclaimed February 7, 2022 as the start to a County Wide Heart Awareness Campaign called "**ALL IN RED MONTH**" by reading the following Proclamation:



**WHEREAS**, the well-being of our community is of paramount importance and maintaining excellent health among our citizens is a top priority, February marks the one month, county-wide heart health awareness campaign entitled "**ALL IN RED**", presented by Johnston Health and Aramark, and organized by the Johnston Health Foundation; and

**WHEREAS**, in the United States, North Carolina, Johnston County, and Archer Lodge, heart disease is the leading cause of death among men and women; and

**WHEREAS**, Heart Disease and Stroke rank among the top five health priorities in Johnston County; per the 2019 Johnston County Community Health Needs Assessment Implementation Plan; and

**WHEREAS**, per the Center for Disease Control and Prevention (CDC), about 80% of deaths from premature heart disease and stroke could be prevented by changes in physical activity, diet, education and management of common medical conditions; and

**WHEREAS**, **ALL IN RED** is an opportunity to increase heart health awareness, while addressing the growing needs of local heart patients; and

**WHEREAS**, the **ALL IN RED** campaign invites all Johnston County residents, business owners and visitors to participate in this initiative by **wearing RED on February 4, 2022, NATIONAL WEAR RED DAY**, and/or **running a RED promo or fundraiser in February**; and

**WHEREAS**, the financial challenges of a heart patient are enormous; all funds raised within this campaign period will benefit local heart patients through the Johnston Health Foundation's Heart Fund; and

**WHEREAS**, on this day, we recognize heart disease and stroke survivors, those battling the disease, their families who are their source of love and encouragement, and applaud the efforts of our medical professionals who provide quality care; and

**NOW, THEREFORE, LET IT BE PROCLAIMED** by the honorable Mayor and the Archer Lodge Town Council, do hereby encourage businesses and citizens in our community to support and participate in this event and proudly proclaim February 2022 as

**“ALL IN RED MONTH”**

**DULY PROCLAIMED THIS 7<sup>TH</sup> DAY OF FEBRUARY 2022, WHILE IN REGULAR SESSION.**

  
**Matthew B. Mulhollem**  
 Mayor

**6. DISCUSSION AND POSSIBLE ACTION ITEMS:**

**a) Discussion and Consideration of a Contract for the Provision of Fire Protection Services between the Town of Archer Lodge and North Side Fire & Rescue, Inc. (formerly Archer Lodge Volunteer Fire Department, Inc)**

Attorney Burrell explained the following:

- The contract for the Provision of Fire Protection Service is the same contract that the Town has had with the Archer Lodge Fire Department in previous years (almost 10 years).
- The reason for presenting the new 5-year contract between the Town and the Fire Department is due to the merger of Archer Lodge and Thanksgiving Fire Departments which will now be North Side Fire and Rescue, Inc.
- This new contract between the Town and North Side Fire and Rescue, Inc. will be effective on March 1, 2022 but the current contract is in effect until that date.
- This contract has been presented to Fire Chief Phillip Driver and was approved.
- The provisions will be the same, the only changes will be the name of the fire department and the terms as noted in paragraph 7 of the contract stating, "this contract shall extend for a term of five (5) years beginning on March 1, 2022 and ending on February 28, 2027".

Mayor Mulhollem reflected on the past history of the Archer Lodge Fire Department and providing support to the Town. He discussed how the increase of growth in the Town and nearby areas have made a greater demand on both the Thanksgiving and Archer Lodge Fire Departments. Mayor Mulhollem shared that North Side Fire & Rescue will continue to serve the Town for many years and expressed gratitude for their hard work and their support of the town.

Questions followed and Mayor Mulhollem called for a motion.

The Approved Contract for the Provision of Fire Protection Services between the Town of Archer Lodge and North Side Fire & Rescue, Inc appears as follows:

STATE OF NORTH CAROLINA  
COUNTY OF JOHNSTON

CONTRACT FOR THE PROVISION OF FIRE PROTECTION SERVICES

THIS AGREEMENT made and entered into by and between The Town of Archer Lodge, party of the first part, also referred to as "the Town", and North Side Fire & Rescue, Inc., party of the second part, also referred to as the "Fire Department:"

**WITNESSETH**

WHEREAS, N.C.G.S. § 160A-1 1 provides that the Town may enter into continuing contracts and, pursuant to this authority, the Town may enter into a continuing contract with a volunteer fire department and may make annual appropriations of such funds as may be provided for in this contract; and

WHEREAS, the Town is a North Carolina municipal corporation; and

WHEREAS, the Fire Department provides fire protection services to the North Side Fire District, within which the Town lies.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and pursuant to the general power and authority of the Fire Department to furnish fire protection services and the general power and authority of the Town to provide fire protection services for its inhabitants and owners of property within the town limits, the parties hereto agree and contract as follows:

1. The Fire Department will diligently and competently furnish and provide services as enumerated in its corporate charter as amended. The Fire Department will provide the same services to the residents and properties within the Town as it provides to the area of the North Side Fire District outside the Town's limits.
2. The Fire Department shall, at its sole cost and expense, procure and maintain sufficient and adequate equipment, materials, and personnel to provide fire protection services to the Town, in a manner and to a level of service equal to that level of service provided to the area of the Fire District outside the Town's limits.
3. The Fire Department, in providing the said services, shall use its own means and methods which shall not be subject to control, direction, or supervision by the Town. The Town shall not have or exercise any authority with respect to the employment, control, direction, supervision, suspension or discharge of any person employed by or acting on behalf of the Fire Department.
4. The Town will adopt such rules and regulations, by ordinance or otherwise, as may be necessary and proper to prohibit interference with personnel of the Fire Department in the discharge of their duties within the Town, to prohibit damage to and interference with fire-fighting equipment and apparatus of the Fire Department.

5. The Fire Department agrees to comply with the rules and regulations of the North Carolina Insurance Rating Bureau for fire protection standards and procedures.
6. As full compensation for the services to be rendered by the Fire Department, the following terms shall apply:
  - a. Rate Calculation. The amount payable by the Town to the Fire Department will be equal to the Town's ad valorem tax valuation multiplied by the fire tax rate set by Johnston County within the North Side Fire District which is collected by the County. The parties acknowledge that the exact figure cannot be calculated due to such variables as fluctuations in valuations, defaults, foreclosures, and collection rates.
  - b. Collection and Payment. Consistent with state law, the County shall collect the tax and make payment to the Town on a monthly basis as collected in the ordinary course of business. The Town, upon receipt of the funds from the County, will remit the appropriate amount to the Fire Department on a monthly basis. Prior to the Fire Department requesting a change from the County in the fire tax rate, the Fire Department will meet with the Town to discuss the rate.
7. This contract shall extend for a term of five (5) years beginning on March 1, 2022, and ending on February 28, 2027.
8. Upon breach of this contract by either party, the non-breaching party, in addition to any other remedy available to it, may terminate this contract upon one hundred and eighty (180) days' notice, setting out in detail the grounds for termination, unless the breaching party cures such breach within said one hundred and eighty (180) day period.
9. No later than March 1 of each year, each party will separately and independently identify and appoint two (2) members of their respective boards who will meet and engage in a good faith discussion of budgetary issues for the coming fiscal year as soon as practicable after their appointment. At this meeting the Fire Department will present to the Town Council a complete and accurate copy of its budget and of any audit or financial report otherwise provided by the Fire Department to the County.
10. The Fire Department acknowledges that in the event of a breach of this contract, such a breach is likely to result in danger to life and property and that the Town has no legal remedy at law, and as a result the Town may seek and obtain an injunction to enforce the performance of this contract or to enjoin the breach thereof.
11. The parties agree and acknowledge that the relationship between the Town and the Fire Department is contractual and that no agency relationship is created hereby. The Town shall be free from any and all claims and liability for any act, omission, damages, injuries or accidents arising out of the actions or omissions of the Fire Department, whether arising in tort, contract, or otherwise. The Fire Department will indemnify and hold the Town harmless from any and all such claims or liability.

12. It is understood and agreed by the parties hereto that the terms of this contract are separable and that in the event any provision of this contract is determined by a court of competent jurisdiction to be invalid, such determination shall not be deemed to render other provisions hereof invalid and this contract shall otherwise continue in full force and effect. In the event, for reasons beyond the control of either party, this contract becomes unenforceable or ineffective under state or federal law, the parties shall cooperate in good faith and use best efforts to protect the lives, interests, and property of the Town's citizens until such time as appropriate alternative arrangements can be made.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their appropriate officers, all being so authorized by their governing bodies, as of the day and year first above written. This Agreement has been adopted and approved by the Archer Lodge Town Council and the North Side Fire & Rescue, Inc.

NORTH SIDE FIRE & RESCUE, INC.

By: M. Medlin Mike Medlin, President      Brent Parrish Brent Parrish, Secretary

Date of Adoption: 02/17/22

TOWN OF ARCHER LODGE

By: Matthew B. Mulhollem Matthew B. Mulhollem, Mayor      ATTEST: Kim P. Batten Kim P. Batten, Town Clerk

Date of Adoption: 2/7/2022



Moved by: Mayor Pro Tem Castleberry  
Seconded by: Council Member Jackson

**Approved the Contract for the Provision of Fire Protection Services between the Town of Archer Lodge and North Side Fire & Rescue, Inc. (formerly Archer Lodge Volunteer Fire Department, Inc) as presented.**

CARRIED UNANIMOUSLY

**7. TOWN ATTORNEY'S REPORT:**

- a) **Attorney Burrell shared that he will be meeting with Ms. Maybee to focus on the Animal Control Code Enforcement and repeat offenders. Afterwards, they will meet with Animal Control Officer Kerry Barnes to review the options of enforcement that are available through the Town ordinances.**

**8. TOWN ADMINISTRATOR'S REPORT:**

- a) **Mr. Gordon discussed the following:**

**Park:**

- Park bid opening for Phase 1 will be tomorrow, Tuesday, February 8, 2022.
- PARTF Grant expires this year at the end of November 2022.
- Due to the COVID Pandemic, the costs of materials have increased tremendously causing the possibility of scaling back on some items or dipping into reserves with approval from Council.

- Bid information will be provided to Council after the bid opening.
- Pre-Covid, the Town received a Johnston County Open Space Grant at approximately \$84,000 for a picnic shelter with restrooms at the park but due to cost of materials increasing the quote for the shelter has greatly increased which may require scaling back in some areas.

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**9. FINANCIAL/TOWN CLERK'S REPORT:**

**a) Interim Financial Reports for December 2021**

Ms. Batten shared that the fiscal year was half-way through with period ending December 31, 2021. The General Fund revenues were roughly 52% collected of those anticipated and the expenditures were less with 48% of those budgeted. Ms. Batten noted that overall for the month of December, revenues exceeded expenditures by approximately \$214,000 and for the year, revenues exceeded expenditures by roughly \$95,500.

Regarding the other funds during December 2021: Capital Reserve Fund, Park Reserve Fund and the Public Safety Reserve Fund, all had investment earnings of less than \$154.00 each and the Park Reserve Fund received the monthly three-cents tax transfer from the General Fund in the amount of \$57,412. Ms. Batten noted that revenues have exceeded expenditures in all three funds at the close of December 31, 2021.

Ms. Batten mentioned that very little activity had transpired in the Archer Lodge Town Park PARTF Project Fund during December 2021. The fiscal year to date revenues from the PARTF Grant and Park Reserve transfer were approximately \$15,263 and the expenditures were only around \$5,100.

The ARPA Fund had fiscal year to date investment earnings of roughly \$276 with no expenditures.

In comparing December 2021 with December 2020, Ms. Batten shared that revenues were slightly less in 2021 than in 2020 by \$2,700 and the expenditures were more in 2021 by roughly \$4,700. It appears that December 2020's net difference between the revenues and expenditures was higher by \$7,400 with the main difference being the \$25,000 transfers to both the Capital Reserve Fund and Public Safety Reserve Fund at the beginning of fiscal year, July 2021. In looking at December 31, 2020, Ms. Batten noted that there were no transfers to either of these funds. No further comments or discussion.

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**10. PLANNING/ZONING REPORT:**

**a) Planning | Zoning | Projects | Updates**

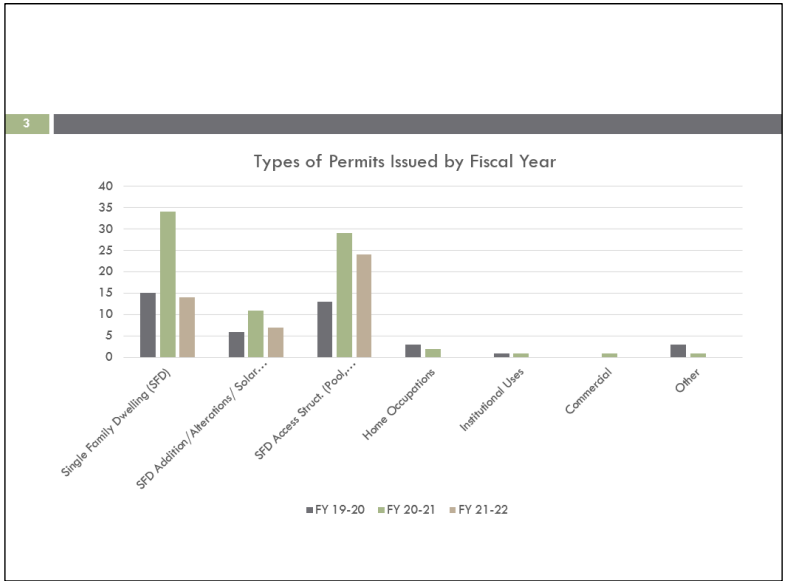
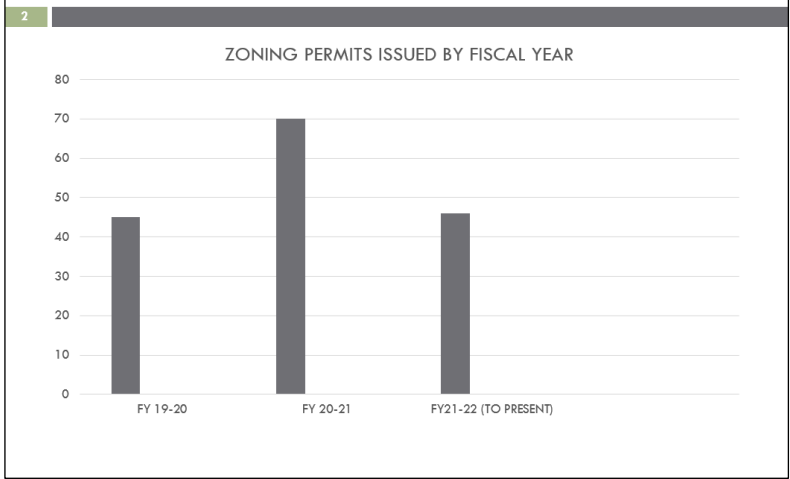
Ms. Maybee shared a presentation comparing the last three years with the present regarding zoning permits which appears as follows:



# PLANNING AND ZONING REPORT

Overview with Town Council 2.7.22

## Zoning Permits



## Proposed Text Amendments

4



1. Clarity regarding bona fide farms
2. Simple and supermajority calculations for voting
3. Digital signatures on plats allowed
4. Limitation of gravel streets
5. Subdivision requirements summary table

## 160 D Comprehensive Plan Update

5



1. Review Goals/Objectives/Update
2. Update Plan Data
3. Update Future Land Use Plan Map – Parcel Reference
4. ETJ Consideration
5. Sewer Feasibility
6. Future Land Use Plan Updates

### Discussion:

- Steading increase in the number of zoning permits being issued.
- Johnston County is one of the fastest growing counties and steadily seeing new development.
- There has been an increase in the number of single-family dwellings, accessory buildings, pools, and solar panel permits being issued than in past years.
- At the Planning Board meeting held in January 2022, the Planning Board approved a major subdivision preliminary plan on Castleberry Road and text amendments to the Archer Lodge Code of Ordinances, Archer Lodge, NC, Chapter 30-UDO and their recommendations will be presented to the Town Council at the March 7, 2022 meeting.

### Ms. Maybee shared the following:

- Anticipating a Special Use Permit application coming before the Planning Board and Town Council from Piedmont Natural Gas for a gas regulator station off Covered Bridge Road for a 10-mile gas line extension.
- Further text amendments coming to Chapter 30, UDO that will be presented to the Boards to make it more user friendly.
- NC Capital Area Metropolitan Planning Organization (CAMPO), Technical Coordinating Committee (TCC) met last week and discussed Interstate 540 Project with plans of having it completed in 2022.
- NCDOT has 2019 Accident Data for Archer Lodge posted on their website. According to the statistics there were many accidents posted which increases the need for traffic control devices installed in the area. Ms. Maybee asked everyone to let her know if they would like the link to this website information.

Discussion followed.



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**b) Code Enforcement**

Ms. Maybee reported the following:

- Animal Control: 1 - Dog Complaint
  - Enforcement Action: Verbal warning regarding tethering.
  - Staff is working on other enforcement items and an update is planned at the next meeting.
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**11. MAYOR'S REPORT:**

**a) Mayor Mulhollem reported the following:**

- He is the new Adopt-A-Highway Chairperson and is planning a make-up date due to recent snow.
  - He hopes the bid opening goes well.
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**12. COUNCIL MEMBERS' REMARKS:**

(non-agenda items)

**a) Council Member Wilson shared information in regarding his health and Mayor Mulhollem shared that the Board will keep him in their prayers.**

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**b) Council Member Jackson had no remarks.**

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**c) Mayor Pro Tem Castleberry reminded everyone of the Archer Lodge Community Center Reverse Raffle on February 24, 2022.**

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**d) Council Member Purvis announced that there will be an early voting precinct at the Archer Lodge Community Center for the upcoming primary, April 25, 2022 - May 17, 2022.**

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**e) Council Member Bruton informed that she is scheduled to have a medical procedure on February 22, 2022, and will keep the Mayor posted. She further added that she would not be available to attend in person until further notice. Mayor Mulhollem noted that he understood and wished her well.**

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**13. ADJOURNMENT:**

**a) Having no further business, Mayor Mulhollem asked for a motion to adjourn meeting.**

Moved by: Council Member Jackson  
Seconded by: Mayor Pro Tem Castleberry

**Adjourned meeting at 7:56 p.m.**

CARRIED UNANIMOUSLY

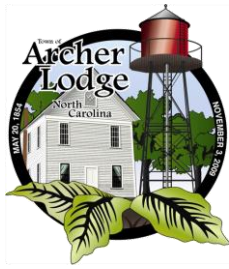
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Matthew B. Mulhollem, Mayor

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Kim P. Batten, Town Clerk



## **Budget Planning Retreat - Minutes Monday, February 21, 2022**

### **COUNCIL PRESENT:**

Mayor Mulhollem  
Mayor Pro Tem Castleberry  
Council Member Jackson  
Council Member Purvis

### **STAFF PRESENT:**

Mike Gordon, Town Administrator  
Julie Maybee, Town Planner  
Kim P. Batten, Finance Officer/Town Clerk  
Joyce Lawhorn, Deputy Clerk

### **COUNCIL ABSENT:**

Council Member Bruton  
Council Member Wilson

### **MEDIA PRESENT:**

None

### **1. DINNER:**

- a) **Dinner was served at 5:45 p.m.**

### **2. WELCOME ~ MAYOR MULHOLLEM**

- a) **Mayor Mulhollem called the Budget Planning Retreat to order at 6:39 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Archer Lodge, NC and declared a quorum present. He thanked Staff for planning the dinner.**

### **3. INVOCATION & PLEDGE OF ALLEGIANCE:**

- a) **Council Member Jackson offered the invocation.**
- b) **Mayor Mulhollem led in the Pledge of Allegiance to the US Flag.**

### **4. FINANCIALS ~ KIM BATTEN**

- a) **Interim Financial Reports for January 2022**

Ms. Batten provided an overview of the January 31, 2022 financials. She noted that the projected revenues in the General Fund were roughly 58% collected and the expenditures were approximately 53% of those anticipated thus creating a net gain for the month at almost \$44,000 and for the year-to-date at almost \$139,500.

Regarding the other funds, Ms. Batten stated that each had received their share of investment earnings and the Park Reserve Fund received the three-cent transfer from the General Fund in the amount of \$17,743 with a year-to-date transfer amount of \$103,236.

There was no activity in the Town Park PARTF Project Fund, Ms. Batten noted, during the month of January 2022.

Ms. Batten further stated that investment earnings in the amount of \$67.00 was the only activity in the ARPA Fund during January 2022.

In comparing January 2022 with January 2021, Ms. Batten noted that revenues and expenditures were higher this fiscal year with an increase of roughly \$11,200 and \$10,800 respectively. No further comments followed.

**5. BUDGET OFFICER / TOWN ADMINISTRATOR ~ MIKE GORDON**

**a) FY2022/2023 Budget Workshop - General Fund**

Mr. Gordon discussed the Archer Lodge Town Park Project as follows:

- A formal Groundbreaking Bid was held on February 8, 2022.
- Seven quotes submitted and the top bidders ranged from \$1.2MM - \$1.3MM and the lowest bid was just below \$500K.
- Staff and the lowest bid contractor, JM Daniels Construction Company of Clayton, NC, will be meeting tomorrow, Tuesday, February 22nd, at Town Hall with Susan Hatchell Landscape Architect who will attend remotely to discuss specifics.
- Also tomorrow, staff will be meet remotely with Ms. Hatchell to discuss the ballfield package (fences, lighting, irrigation, playground, sodding, etc.) and they are hoping for additional grant monies to help in the costs.
- Bids will be presented to Council at the Monday, March 7, 2022, Town Council Meeting.
- Once the bid is approved by Council, there is a possibility that the Town could begin phase 2.
- Ms. Batten noted that hopefully there will be more grant funds for this project.
- Ms. Batten expressed great appreciation on behalf of the Town for the assistance provided by NC Representative Donna White in getting another grant valued at \$850K that will allow capital improvements toward park facilities and land.

Ms. Batten organized teams of two to discuss/edit/review the Budget/Revenue Preparation Worksheets for FY2022-2023 for their assigned departments. The teams worked together for a period of time reviewing the prior year and current year-to-date expenditures by estimating a reasonable dollar amount for each line item in their departments for the proposed FY2022-2023 budget.

The assigned teams and their departments appear as follows:

1) Mayor Pro Tem Castleberry and Ms. Batten:

Departments:

1. Govern Body Expenditures
2. Tax Collections Expenditures
3. Video Program/PEG Media Expenditures
4. Public Works/Transportation Expenditures
5. Interfund Transfers

2) Council Member Purvis and Mr. Gordon:

Departments:

1. Administration Expenditures
2. Legal Expenditures
3. Property Tax Expenditures
4. Parks and Recreation Expenditures

3) Council Member Jackson and Ms. Lawhorn:

Departments:

1. Public Buildings Expenditures
2. Parks and Recreation Expenditures
3. Debt Service/Fees Expenditures

4) Mayor Mulhollem and Ms. Maybee:

Departments:

1. Public Safety Expenditures
2. Planning/Zoning Expenditures

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**b) Budget Brainstorming/Ideas**

Ms. Batten asked for budget ideas which appear as follows:

- Beautification recognition to award individuals for cleaning up areas in the Town.
- Recognition of the Exploratory Committee members who were the Founding Fathers of the Town.
- Recommended putting together a timeline of the history of incorporation of the Town that can be available for future generations and on the town's website.
- Discussed the Personnel Policy, Classification and Pay Plan that was prepared in May 2018 for the Town by The Maps Group, Becky Veazey, President. Ms. Batten informed that she updates the salaries in the study by adding any approved COLA annually as was recommended by Ms. Veazey.
- Discussed maintenance of the ballfields, a building for maintenance/office, a secure location for field equipment, and the purchase of equipment and a vehicle that will be needed for the park.

Ms. Maybee asked Council if they would like to plan a workshop to discuss the possibility of an ETJ, Contracted Services and Sewer Feasibility. It was noted that a workshop for these topics will be scheduled at the March 7, 2022 Regular Town Council Meeting.

Ms. Batten informed that another Budget Retreat meeting is needed to discuss revenues, to present any new items, and finalize workshop. It was noted that another budget retreat meeting in March will be scheduled at the March 7, 2022, Regular Town Council Meeting. No further discussion.

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**6. ADJOURNMENT ~ MAYOR MULHOLLEM**

**a) Having no further business, Mayor Mulhollem adjourned meeting at 8:52 p.m.**

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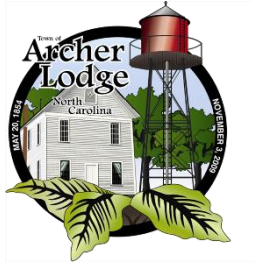
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Matthew B. Mulhollem

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Kim P. Batten, Town Clerk

**Regular Council Meeting &  
Public Hearing Minutes on Amending the Code  
of Ordinances, Town of Archer Lodge, NC  
in accordance with State Law as referenced  
below:**



*Chapter 30 - Unified Development Ordinance (UDO):  
Article 1. - General Provisions, Division 1;  
Article 2. - Authorities, Divisions 3 and 4;  
Article 3. - Procedures, Division 2;  
Article 7. - Subdivisions, Division 3;  
Article 11. - Appendix, Divisions 3 and 6*

**Monday, March 7, 2022**

**COUNCIL PRESENT:**

Mayor Mulhollem  
Mayor Pro Tem Castleberry  
Council Member Jackson  
Council Member Purvis  
Council Member Wilson (Remotely)

**STAFF PRESENT:**

Mike Gordon, Town Administrator  
Marcus Burrell, Town Attorney  
Julie Maybee, Town Planner  
Kim P. Batten, Finance Officer/Town Clerk

**COUNCIL ABSENT:**

Council Member Bruton

**GUESTS PRESENT:**

Chad Meadows, Code Wright Planner, LLC

Page

**1. WELCOME/CALL TO ORDER:**

**a) Invocation**

Mayor Mulhollem called the meeting to order at 6:30 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Archer Lodge, NC and declared a quorum present. Council Member Jackson offered the invocation.

**b) Pledge of Allegiance**

Mayor Mulhollem led in the Pledge of Allegiance to the US Flag.

**2. APPROVAL OF AGENDA:**

**a) No changes or additions.**

Moved by: Council Member Wilson  
Seconded by: Council Member Jackson

**Approved Agenda.**

CARRIED UNANIMOUSLY

**3. OPEN FORUM/PUBLIC COMMENTS:**

(Maximum of 30 minutes allowed; 3 minutes per person)

**a) No Public Comments.**

4. **PUBLIC HEARING, DISCUSSION AND POSSIBLE ACTION ITEMS:**

15 - 26

a) **PUBLIC HEARING - Text Amendments - *Code of Ordinances, Town of Archer Lode, NC*, Chapter 30 - Unified Development Ordinance (UDO):**

- **Article 1. – General Provisions, Division 1, Section 30-1104 to clarify that “Bona Fide” farms are exempted from the UDO (except for flood damage prevention requirements);**
- **Article 2. – Authorities, Division 3, Section 30-2306, and Article 2. – Authorities, Division 4, Section 30-2406 clarifying provisions related to simple and supermajority determinations pertaining to voting.**
- **Article 3. – Procedures, Division 2, Section 30-3202, and Article 11. – Appendix, Division 3 allowing plat applications and certificates to be signed digitally and Division 6, Summary Table.**
- **Article 7. – Subdivisions, Division 3, Section 30-7301 further clarifying that all new roads, public or private, must be paved and may not be gravel. Clarifying the requirements applied to different kinds of subdivisions. (No new standards, just further clarification of existing requirements.)**
  1. **Open Public Hearing**
  2. **Staff Report and Planning Board Recommendations**
  3. **Public Comments**
  4. **Close Public Hearing**
  5. **Governing Body**
    - **Discussion and Consideration of the Consistency Statement**
    - **Discussion and Consideration of Adopting Ordinance# AL2022-03-1 Amending the Code of Ordinances, Town of Archer Lodge, NC Chapter 30 - Unified Development Ordinance: Article 1. - General Provisions, Division 1; Article 2. - Authorities, Divisions 3 and 4; Article 3. - Procedures, Division 2; Article 7. - Subdivisions, Division 3 and Article 11. - Appendix, Divisions 3 and 6.**

1. Mayor Mulhollem called for a motion to **Open the Public Hearing.**

**2. Staff Report and Planning Board Recommendations**

Ms. Maybee reported that the Planning Board considered this request at their January 26, 2022 Planning Board Meeting and asked Mr. Meadows if he would present the Staff Report.

Mr. Meadows shared a presentation on the Unified Development Ordinance Text Amendments and appears as follows:

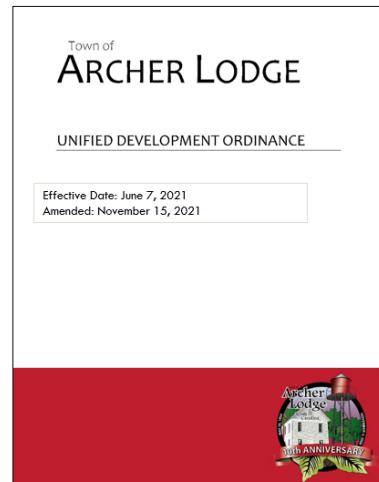


*Code Insight* Overview with Town Council 3-7-22

## Overview

2

- 2<sup>nd</sup> UDO Amendment
- Current UDO pages with proposed amendments provided Click to add text
- Proposed amendments provided in tracked changes format
- Planning Board has reviewed and forwards a favorable recommendation to the Town Council to approve.



## Proposed Amendments

3

5 Proposed Changes:

1. Clarity regarding bona fide farms (p. 13)
2. Simple and supermajority calculations for voting (p. 22 & p. 24)
3. Digital signatures on plats allowed (p. 31 & 337)
4. Limitations on gravel streets (p. 224 & 225)
5. Subdivision requirements summary table (p. 343 & 344)

## 4 Bona Fide Farms

“Bona Fide” farms exempted from the UDO (except for flood damage prevention requirements)

Non-farm activity on a bona fide farm is subject to the UDO

**ARTICLE 1 - GENERAL PROVISIONS**

Sec. 30-1105 - Required conformance to article provisions.

(1) Within Corporate Limits, Except for the special flood hazard area standards, land and agricultural activity as defined in §1600-903 of the North Carolina General Statutes taking place on a bona fide farm use that is located within the Town's corporate limits shall be exempted from the standards in this Ordinance.

(2) Non-Farm Related Activity Taking Place on a Bona Fide Farm, Land uses and development activity that do not qualify as agricultural activity, as defined in §1600-903 of the North Carolina General Statutes, that is conducted for non-farming purposes shall be subject to the standards in this Ordinance regardless of whether they are located upon a bona fide farm.

(3) Special Flood Hazard Area Standards: All development and activity located on a bona fide farm shall be subject to all applicable special flood hazard area or flood damage prevention standards in accordance with 1600-903 of the North Carolina General Statutes.

**Sec. 30-1105 - Required conformance to article provisions.**

Except as otherwise specifically provided in this Ordinance, no land or structure shall be used or occupied, and no excavation, removal of soil, clearing of a site, or placing of fill shall take place on lands contemplated for development, and no structure, or part of a structure, shall be constructed, erected, altered or moved, except in compliance with all of the applicable provisions of this Ordinance.

**Sec. 30-1106 - Purpose and intent.**

(a) Declaration of necessity. In order to protect and promote the health, safety, and general welfare of the Town and its planning jurisdiction, this Ordinance is adopted by the Town Council to regulate and restrict by means of zoning regulations the height, number of stories, and size of buildings and other structures; the percentage of lots that may be occupied; the size and availability of yards, courts and other open spaces; the density of population; and the location and use of buildings, structures, and land for trade, industry, residence and other purposes.

(b) Purpose. The purpose of the regulations set forth in this Ordinance shall be to accomplish compatible development of the land within the planning jurisdiction of the Town in a manner which will best promote the health, safety, and general welfare; to promote efficiency, energy conservation, and economy in development; to make adequate provision for traffic; to secure safety from fire, flooding, panic, and other hazards; to provide for adequate light and air; to prevent overcrowding of land; to avoid inappropriate concentration of population; to facilitate the adequate provision of transportation, public water, sewerage, schools and other public requirements; to promote desirable living conditions and the stability of neighborhoods; and to achieve other purposes in accordance with the comprehensive plan and development policies for the Town's planning jurisdiction.

**Sec. 30-1107 - Severability.**

The legislative intent of the Town Council in adopting this Ordinance is that all provisions shall regulate development in accordance with the existing and future needs of the Town as established in this Ordinance, and promote the public health, safety, and general welfare of the landowners and residents of the Town of Archer Lodge. If any section, subsection, sentence, boundary, or clause of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, the Town Council hereby declares that it would have passed this Ordinance and any section, subsection, sentence, boundary, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, boundaries, clauses, or phrases are declared invalid. The sections not declared invalid will continue to be used and enforced by the Town.

TOWN OF ARCHER LODGE  
Unified Development Ordinance

13

LAST AMENDED  
November 15, 2021

## 5 Voting

Simple & supermajority determination for Planning Board and BOA

The minimum number of votes required for a majority only decreases if a member is recused or if a board position is vacant and there is no alternate available

Absence of a member from a meeting does not change the minimum number of votes required for a simple or super majority

(c) A quorum for the Planning Board shall consist of three or more members. A quorum is necessary for the Planning Board to take any action.

(d) A member who has withdrawn from the meeting without being excused, as provided in § 160A-75 of the North Carolina General Statutes shall be counted as present for purposes of determining whether a quorum is present.

**Sec. 30-2306 - Voting.**

(a) Once a quorum is established, the concurring vote of a majority of the regular members/Board members (excluding vacant ~~board member positions~~ and any board members who are ~~recused from voting on a particular case~~) shall be necessary to make any decision.

(b) Once a member is physically present at a Planning Board meeting, any subsequent failure to vote shall be recorded as an affirmative vote unless the member has been excused in accordance with subsection (c) of this section or has been allowed to withdraw from the meeting in accordance with subsection (d) of this section.

TOWN OF ARCHER LODGE  
Unified Development Ordinance

22

LAST AMENDED  
November 15, 2021

**ARTICLE 2 - AUTHORITIES**

Sec. 30-2406 - Voting.

(b) The agenda for each Board of Adjustment meeting shall be made available in advance of the meeting.

(c) A quorum for the Board of Adjustment is four members. A quorum is necessary for the Board of Adjustment to take official action.

(d) A member who has withdrawn from the meeting without being excused, as provided in § 30-2406 Voting, shall be counted as present for purposes of determining whether a quorum is present.

**Sec. 30-2406 - Voting.**

(a) Once a quorum is established, the concurring vote of a majority of those present/Board members (excluding ~~member who are~~ vacant ~~board member positions~~ and any board members who are ~~recused from voting on a particular case~~) shall be necessary to make any decision, except decisions on variances.

(b) The vote on a variance shall require a 4/5 supermajority of all board members (excluding vacant board member positions and any board members who are recused from voting on a particular case).

(c) In accordance with §160D-406(i), majority or supermajority calculations shall be based on the total number of board member positions, regardless of whether the member is absent. Positions may only be excluded from the calculation when the position is vacant and there is no alternate or when a board member has been recused in accordance with subsection (a) below.

(d) Once a member is physically present at a Board of Adjustment meeting, any subsequent failure to vote shall be recorded as an affirmative vote unless the member has been excused in accordance with subsection (g) of this section or has been allowed to withdraw from the meeting in accordance with subsection (j) of this section.

(e) A member may be excused from voting on a particular issue by majority vote of the remaining members present under the following circumstances:

(1) If the member has a conflict of interest as defined by § 30-2105 Conflict of interest, above; or

(2) If the matter at issue involves the member's own official conduct.

(f) A motion to excuse a member from voting on a specific item, or from the remainder of the meeting may be made by any Board of Adjustment member.

## 6 Digital Signatures

Need to allow for plat applications and certificates to be signed digitally as this practice is becoming the industry standard

**ARTICLE 3 - PROCEDURES**

DIVISION 2 - Standard Review Procedures.

(4) No application shall be accepted for development proposed on a lot or site until property taxes are paid in full, as determined by the Johnston County Tax Assessor.

(f) Burden of presenting complete application. The burden of presenting and maintaining a complete application shall be solely upon the applicant.

(g) Determination of application completeness. On receiving a development application, the Town Planner shall determine, within seven days, whether the application is complete or incomplete. A complete application is one that:

(1) Contains all information and materials identified in the appropriate Town documentation as required for submittal of the particular type of application;

(2) Is in the form and number of copies required by the appropriate Town documentation;

(3) Is legible and printed to scale (where appropriate);

(4) Is signed by the person with the authority to file the application/verifiable electronic signatures are permitted;

(5) Includes information in sufficient detail to evaluate whether or not the application complies with the applicable review standards in this Ordinance;

(6) Is accompanied by the fee established for the particular type of application; and

(7) Includes material associated with a pre-application conference if one is required.

(h) Application incomplete.

(1) If an application is incomplete, the Town Planner shall notify the applicant of the deficiencies in writing.

(2) The applicant shall correct the deficiencies within the time period specified in the notification.

(3) Subdivision Road Disclosure Statement:

Developers are required to give lot purchasers a subdivision street disclosure statement pursuant to §136-102.6P of the North Carolina General Statutes.

(f) App

(1) C

(2) N

(3) O

(4) T

(5) U

(13) Additional Certifications, Statements, or Notations necessary.

Notations:

1. Maximum Impervious Surface Per Lot.

2. Designate whether lot is within a protected watershed.

(14) Electronic Signatures.

Verifiable digital or electronic signatures ("e-signatures" such as those provided by Adobe Sign software) may be substituted for a handwritten signature on any of the above certification statements included on a subdivision plat.

(2) U

Town Planner shall process the application in accordance with the standards in this Ordinance. In no instance shall additional materials or information be added to the application by the applicant. Nothing shall limit an applicant from withdrawing an application in accordance with § 30-3210 Modification, continuance, or withdrawal.

**Sec. 30-3203 - Staff review and action.**

(a) Initial staff review.

TOWN OF ARCHER LODGE  
Unified Development Ordinance

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LAST AMENDED  
November 15, 2021



# Gravel Roads

7

Gravel Roads

Clarifies that all new roads, public or private, must be paved and may not be gravel

Extensions of existing gravel roads are permitted for up to 4 additional lots; adding 5 or more lots requires the whole street to be paved

ARTICLE 7 - SUBDIVISIONS  
DIVISION 3 - Streets and sidewalks.

DIVISION 3 - STREETS AND SIDEWALKS.

The type and arrangement of streets within a development under this Article shall comply with and coordinate with the Town's adopted transportation plan(s); or the decision of the Town Planner. Principal vehicular access points to the subdivision shall be designed to encourage smooth traffic flow and minimize hazard to vehicular traffic, pedestrians and bicycle traffic. Accommodation for controlled turning movements into and out of the subdivision and improvement of the approach street should be considered where existing or anticipated heavy traffic flows indicate need. Safe and convenient vehicular access shall be provided for emergency, service and school bus vehicles.

**Sec. 30-7301 - Roads.**

The arrangement, character, extent, width, grade, and location of all roads should be designed in relation to existing and proposed transportation patterns, topographical and other natural features, public convenience and safety, and proposed uses of lands to be served by such roads and existing and potential land uses in adjoining areas.

(a) **Minimum construction standards.** All roads, whether public or private, shall meet the road construction standards as set forth in the latest edition of the NCDOT subdivision roads minimum construction standards for public roads, and shall:

(1) Be dedicated for public use and meet the design and construction standards as required by the NCDOT for the functional classification and projected traffic volumes;

(2) For all roads not maintained by NCDOT and/or not dedicated for public use, be ensured proper maintenance through the establishment of a homeowners' association or a road maintenance agreement.

(b) **Other road requirements.**

(1) **Permits for connecting to state roads.** An approved permit is required to connect any subdivision street to an existing state road. This permit is required prior to constructing the road. The application is available at the office of the nearest district engineer of the division of highways.

(2) **Paving.** All roads, whether public or private, shall be paved with asphalt, concrete, NCDOT-approved pavers, or other suitable all-weather surface as determined by the NCDOT. Gravel shall not be permitted as a surface for a new public or private roadway. Extensions of existing gravel roads are permitted provided the total number of lots accessing the road does not increase by more than four from the number of lots accessing the road as of June 7, 2021. If the number of lots accessing an existing gravel roadway is increased by four or more after June 7, 2021, the gravel roadway shall be paved in accordance with these standards.

(3) **Offsets to utility poles.** Overhead utility poles shall be break-away or located outside the roadway clear zone.

(4) **cross North**

(4) **Install**

(4) **Place**

(4) **by the**

(c) **Relations**

(c) **Coordinate**

(c) **proposed**

(c) **the design**

(d) **of design**

ARTICLE 7 - SUBDIVISIONS  
DIVISION 3 - Streets and sidewalks.

(e) **Access to streets.** Every subdivided lot shall front on, or have direct driveway access or dedicated easement to, a public street meeting the standards of the latest edition of the NCDOT subdivision roads minimum construction standards for public roads.

(f) **Direct residential driveway connections.** Subdivisions located on an arterial or collector road shall be designed such that no new subdivided lot shall have a direct driveway connection onto the arterial or collector road, unless it can be demonstrated that the proposed subdivision cannot be feasibly designed, or that no reasonable alternative exists, to prohibit driveway access onto the collector street.

(7) **Major subdivisions to be located on a local road shall be so designed that there shall be no more than one direct residential driveway connection per 500 feet along the same side of the local road.**

TOWN OF ARCHER LODGE  
Unified Development Ordinance
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LAST AMENDED  
November 15, 2021

# Subdivision Requirements Table

8

Subdivision Requirements Table

New summary table in the Appendix that clarifies the requirements applied to different kinds of subdivisions

(no new standards, just clarification of existing requirements)

DIVISION 6 - SUBDIVISION REQUIREMENTS BY TYPE OF SUBDIVISION

The Subdivision Requirements Table below specifies the characteristics and requirements for each type of subdivision required by this Ordinance. In the event of conflict between the table below and the text of this Ordinance, the text shall control.

CHARACTERISTIC OR REQUIREMENT	TYPE OF SUBDIVISION			
	EXEMPT SUBDIVISION	EXPEDITED SUBDIVISION [1]	MINOR SUBDIVISION [1]	MAJOR SUBDIVISION [1]
Maximum Number of Lots Created [2]	No Limit	3 or less [3]	4 or less [3]	No Limit
Minimum Tract Size	[4]	More than 5 acres	No minimum	No minimum
Review Authority Deciding Application	Town Planner	Town Planner	Town Planner	Planning Board [5]
Plan for Recording Required	No	Yes	Yes	Yes [6]
Lot Access Provided Solely by Individual Driveway or Alternative Accessway	Yes	Yes	Yes	No
Driveway Permit Required for each new Driveway a Public Street [7]	Yes	Yes	Yes	Yes
Public or Private Street Extension Permitted	No	No	No	Yes [8]
Traffic Impact Analysis Required	No	[9]	[9]	[9]
Potable Water or Sanitary Sewer Extension Permitted	No	No	No	Yes
Curb and Gutter Required	No	No	No	[10]
Sidewalks Required	No	No	No	Yes [11]
Open Space Set-Aside Required	No	No	No	Yes [12]
Parkland Dedication Required	No	No	No	Yes [13]
Owners' Association Required	No	No	No [10]	Yes [14]
Certificate Statements Required	[15]	[15]	[15]	[15]

**NOTES:**

[1] All proposed lots must meet the minimum dimensional requirements of the base and overlay districts where located.

[2] Including "parent" tract or residual parcel.

[3] Extension of public utilities (like water, sewer, roads, or public roads) makes this a major subdivision.

[4] Subdivision is an exempt subdivision when all lots are 10 acres or larger, when tract is no greater than 2 acres and no more than 3 lots are created, or when existing lots are recombined with no changes in the number of lots.

TOWN OF ARCHER LODGE  
Unified Development Ordinance
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LAST AMENDED  
November 15, 2021

# Subdivision Requirements Table

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Subdivision Requirements Table

New summary table in the Appendix that clarifies the requirements applied to different kinds of subdivisions

(no new standards, just clarification of existing requirements)

CHARACTERISTIC OR REQUIREMENT	TYPE OF SUBDIVISION			
	EXEMPT SUBDIVISION	EXPEDITED SUBDIVISION [1]	MINOR SUBDIVISION [1]	MAJOR SUBDIVISION [1]
[5] Includes a recommendation by the Technical Review Committee prior to Planning Board review.				
[6] Only final plat is recorded, not preliminary plat.				
[7] Driveways shall be configured in accordance with Section 30-6101.				
[8] All streets shall be configured in accordance with public street standards, including the provisions in Section 30-7301.				
[9] A traffic impact analysis shall be required for all residential subdivisions of 100 or more lots and for all nonresidential subdivisions generating an average daily traffic count of 1,000 vehicles per day or more or all nonresidential subdivisions generating 100 or more vehicle trips during its peak hour.				
[10] In accordance with NCDOT standards, private streets must be built to public street standards (see Section 30-7301).				
[11] Sidewalks or multi-use paths are required for major subdivisions of 7 or more lots.				
[12] Not required if subdivision occupies 2 acres or less.				
[13] Parkland (or a fee-in-lieu) dedicated to the Town is required for major subdivisions of 5 or more lots.				
[14] An owner's association is required if the subdivision has a private road or other commonly owned features, including stormwater facilities.				
[15] See Appendix Division 3, Certificates 5 and 13 required only as appropriate. Certificates for final plats shall be as required in Section 30-3310(D).				

TOWN OF ARCHER LODGE  
Unified Development Ordinance
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LAST AMENDED  
November 15, 2021

## Next Steps...

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Overview



1. Planning Board favorable recommendation to approve received on 1/26/22
2. Public Hearing with Town Council 3/7/22
3. Adoption of Consistency Statement Findings and Amendments
4. Accept Redlines, Add Editor's Notes, and Update Footer
5. Post new UDO

3. Mayor Mulhollem asked if there were any **Public Comments**. There were no public comments.

4. Mayor Mulhollem called for a motion to **Closed the Public Hearing**.

5. Mayor Mulhollem opened the floor for the **Governing Body Discussion** session:

**Consistency Statement**

- No further discussion regarding the Consistency Statement.

**Ordinance# AL2022-03-1**

- No comments or concerns.

Having no further discussion, Mayor Mulhollem called for a motion to adopt the Consistency Statement as written and presented by Staff.

**The Adopted Archer Lodge Town Council Consistency Statement appears as follows:**

The Town Council finds that the proposed amendments to Chapter 30 referenced as Text Amendment UDO-TA-1-22 and summarized below are in accordance with state law are reasonable and in the public interest:

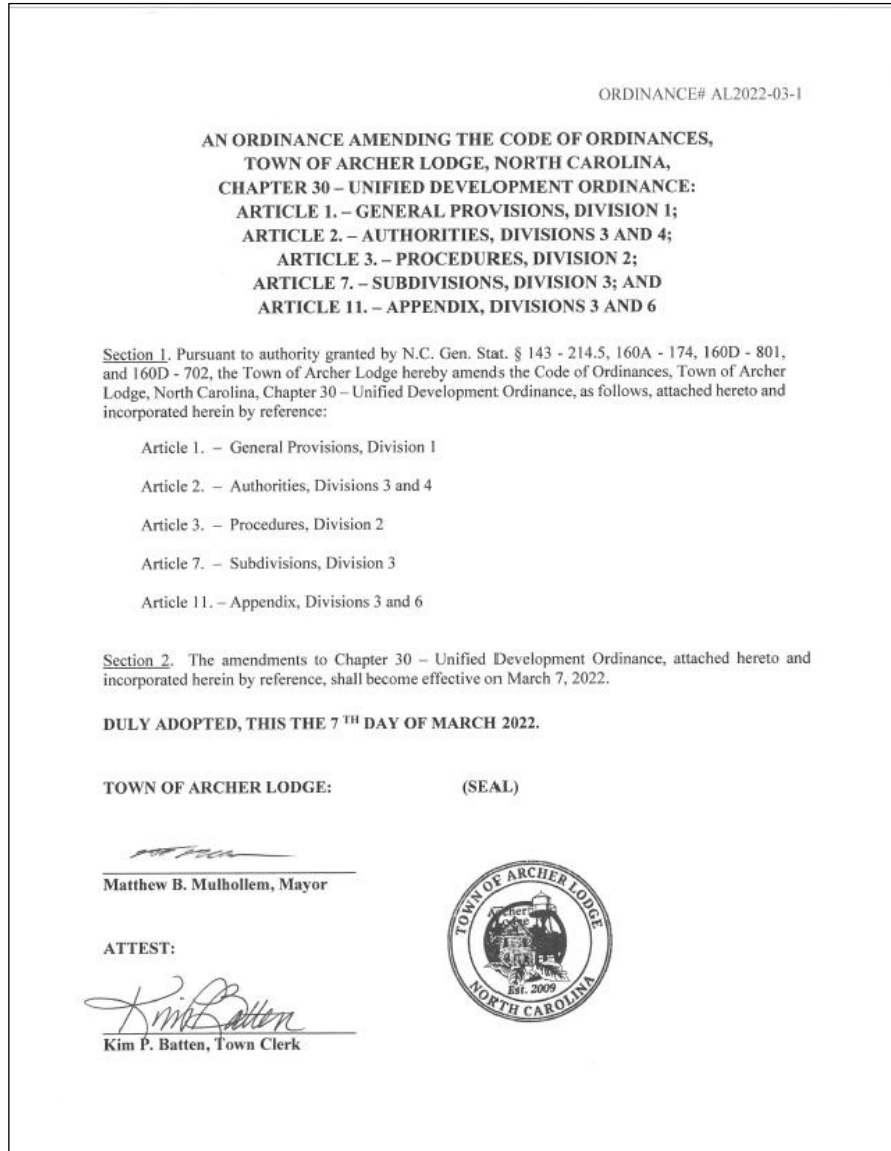
- Article 1. – General Provisions, Division 1. – Preface, Sec. 30 – 1104 – Applicability and Jurisdiction, to clarify that “Bona Fide” farms in the Town’s corporate limits are exempt from UDO provisions except applicable special flood hazard area and flood damage prevention standards in accordance with NCGS 160D – 903. Non-farm related activities taking place on a Bonafide Farm will be subject to provisions of the ordinance;
- Article 2. – Authorities, Division 3. – Planning Board, Sec. 30 –2306 – Voting; and Article 2. – Authorities, Division 4. – Board of Adjustment, Sec. 2406 – Voting, to clarify Planning Board and Board of Adjustment voting calculations pertaining simple and super majority;
- Article 3. – Procedures, Division 2. – Standard Review Procedures, Sec. 30 – 3202 – Application Filing and Acceptance; and Article 11. – Appendix, Division 3. – Plat Certificates, add Certificate (15) Electronic Signatures, to: allow for plat applications and certificates to be signed digitally or electronically as this practice is becoming the industry standards;
- Article 7. – Subdivisions, Division 3. – Streets and Sidewalks, Sec. 30-7301– Roads, to – clarify that all new roads, public or private must be paved. Extensions of existing gravel roads are permitted for up to 4 additional lots provided the total number of lots accessing the road does not increase by more than four from the number of lots accessing the road as of June 7, 2021.
- Article 11. – Appendix, Division 6. – Subdivision Requirements by Type of Subdivision – new summary table in UDO Appendix that clarifies the requirements applied to different kinds of subdivisions. (No new standards just clarification of existing requirements.).

Having adopted the Consistency Statement, Mayor Mulhollem called for a motion to Adopt Ordinance# AL2022-03-1 Amending the Code of Ordinances, Town of Archer Lodge, NC Chapter 30 - Unified Development

Ordinance: Article 1. - General Provisions, Division 1; Article 2. - Authorities, Divisions 3 and 4; Article 3. - Procedures, Division 2; Article 7. - Subdivisions, Division 3; and Article 11. - Appendix, Divisions 3 and 6.

Mayor Mulhollem opened floor for discussion. No discussion followed.

The Adopted Ordinance# AL2022-03-1 as presented appears as follows:



The Amended March 7, 2022 Unified Development Ordinance Text Amendments showing changes in **Red** appear at the end of the signature page of the minutes.

Moved by: Council Member Wilson  
Seconded by: Mayor Pro Tem Castleberry  
**Approved to Open the Public Hearing at 6:35 p.m.**  
CARRIED UNANIMOUSLY

Moved by: Council Member Wilson  
Seconded by: Mayor Pro Tem Castleberry  
**Approved to Close the Public Hearing at 6:48 p.m.**  
CARRIED UNANIMOUSLY

Moved by: Council Member Jackson  
Seconded by: Council Member Wilson  
**Approved the Consistency Statement as presented.**  
CARRIED UNANIMOUSLY

Moved by: Council Member Wilson  
Seconded by: Council Member Jackson  
**Adopted Ordinance# AL2022-03-1 Amending the Code of Ordinances, Town of Archer Lodge, NC Chapter 30 - Unified Development Ordinance: Article 1. - General Provisions, Division 1; Article 2. - Authorities, Divisions 3 and 4; Article 3. - Procedures, Division 2; Article**

**7. - Subdivisions, Division 3 and Article 11. - Appendix, Divisions 3 and 6 as presented.**

CARRIED UNANIMOUSLY

UDO Text Amendments Adopted March 7, 2022

**b) Discussion and Consideration of Renewing the Deer Urban Archery Season for 2023 in the Town of Archer Lodge**

Mayor Mulhollem shared that over the years the Town has received positive comments for participating in the Urban Archery program. He informed that this program is no cost to the Town and that it is an extension of an already legal activity. Ms. Batten informed that Staff has received calls requesting a list of properties that allow Urban Archery hunting and noted that Staff advises that there is no list and that they should contact local landowners for permission. No further discussion.

Mayor Mulhollem called for a motion to renew.

The 2023 Deer Urban Archery Season Renewal Form appears as follows:

**Deer Urban Archery Season Renewal Form**  
(January 14 - February 19, 2023) January 28, 2022

*Please update any contact information that is not correct*

**Town of Archer Lodge**  
Mike Gordon  
14094 Buffalo Road  
Archer Lodge, NC 27527

Name of Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Do you wish to participate in the 2023 Deer Urban Archery Season (January 14 - February 19, 2023) Yes  No

It is Wildlife Management policy to provide a complete list of participating municipalities to the hunting public in the Regulations Digest. Please indicate the phone number and/ or website to be listed in the 2022-2023 Inland Fishing, Hunting, and Trapping Regulations Digest (Please Print)

Phone Number: 919-359-9727  
Website: archerlodgenc.gov

Are there any changes to the map submitted with your participation letter? Yes  No   
If "Yes", please attached a new map to this form. (No larger than 11"x17")

Please print and sign the name of the representative for the Town of Archer Lodge.  
Name of Representative: Mike Gordon, Town Administrator  
Signature: *Mike Gordon*

Thank you for your interest in the management of our state's wildlife resources. Please complete and return this form by mail to:  
Shauna Glover, Program Support  
Wildlife Management Division  
1722 Mail Service Center  
Raleigh, NC 27699-1700  
Or email: [shauna.glover@ncwildlife.org](mailto:shauna.glover@ncwildlife.org)

*Kim Batten*  
Town Clerk

*Bradley W. Howard*  
Brad Howard  
Chief, Wildlife Management Division  
(919) 707-0050

**Applications must be received by April 1, 2022, to be a part of the Deer Urban Archery Season**

Mailing Address: Wildlife Management Division • 1722 Mail Service Center, Raleigh, NC 27699-1700  
Phone: (919) 707-0050 • Fax: (919) 707-0067

Moved by: Mayor Pro Tem Castleberry  
Seconded by: Council Member Jackson

**Approved the Deer Urban Archery Season for 2023 Renewal.**

CARRIED UNANIMOUSLY

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c) **Discussion and Consideration of concluding the Budget Retreat on Monday, March 21, 2022 at 6:30 p.m. in the Jeffrey D. Barnes Council Chambers at the Archer Lodge Town Hall, 14094 Buffalo Rd, Archer Lodge, NC 27527.**

Mayor Mulhollem discussed the recent Budget Retreat held on Monday, February 21, 2022. He noted that it mirrored the prior year Budget Retreat by reviewing segments of the budget in teams of two and afterwards discussing their recommendations.

Mayor Mulhollem opened the floor for discussion. It was the consensus of the Board to conclude the Budget Retreat on Monday, March 21, 2022 at 6:30 p.m.

Moved by: Council Member Wilson

Seconded by: Council Member Jackson

**Approved to Conclude the Budget Retreat on Monday, March 21, 2022, at 6:30 p.m. in the Jeffrey D. Barnes Council Chambers at the Archer Lodge Town Hall, 14094 Buffalo Rd, Archer Lodge, NC 27527.**

CARRIED UNANIMOUSLY

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d) **Discussion and Consideration of calling a Work Session for Monday, April 18, 2022 at 6:30 p.m. in the Jeffrey D. Barnes Council Chambers at the Archer Lodge Town Hall, 14094 Buffalo Rd, Archer Lodge, NC 27527 for Julie Maybee, Town Planner, to hold a workshop to review the status of goals outlined in the 2015 Comprehensive Land Use Plan and discuss future goals as well as further discuss extra territorial planning around Archer Lodge.**

Ms. Maybee discussed the need to hold a workshop for the following:

- Extra Territorial Jurisdiction (ETJ) in the Town.
- Review the 2015 Comprehensive Land Use Plan.
- Review the Bicycle and Pedestrian Plan.
- Review past goals.
- Discuss future goals of the Town.

Mr. Meadows mentioned updating the Comprehensive Land Use Plan, but nothing urgent before June 30, 2022.

Ms. Maybee provided handouts for Council to review in preparation of the April 14, 2022 Work Session.

Mayor Mulhollem opened the floor for a motion.

Moved by: Council Member Jackson

Seconded by: Mayor Pro Tem Castleberry

**Approved a Work Session for Monday, April 18, 2022 at 6:30 p.m. in the Jeffrey D. Barnes Council Chambers at the Archer Lodge Town Hall, 14094 Buffalo Rd, Archer Lodge, NC 27527.**

CARRIED UNANIMOUSLY

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e) **Discussion and Consideration of Approving the Construction Contract for the Archer Lodge Town Park Phase 1-Site Work between the Town of Archer Lodge and J.M. Daniels Construction Co., Inc. effective March 7, 2022.**

Mr. Gordon shared the following:

- Provided Council Members with a copy of the J.M. Daniels Construction Co., Inc. contract to review.
- Informed that J.M. Daniels Construction Co., Inc was the lowest bidder out of seven bids with quotes ranging from \$500K to \$1.3MM.
- J.M. Daniels Construction Co., Inc. has worked for the Town in the past.



- 
- Paving of the parking lot as required by the Archer Lodge Town Ordinances is included.
  - The Town Park Groundbreaking ceremony is tentatively set for Thursday, March 24, 2022, at 4:00 p.m.
  - He asked for any recommendations of invitees.

Town Administrator raised the concern of a conflict of interest with Mayor Pro Tem Castleberry. Discussion followed with guidance from Attorney Burrell. The Mayor asked if there was a motion to excuse Mayor Pro Tem Castleberry from voting. No motion was made.

Mayor Mulhollem opened the floor for a motion to approve the contract with J.M. Daniels Construction Co., Inc.

The Approved Construction Contract for the Archer Lodge Town Park Phase 1-Site Work between the Town of Archer Lodge and J.M. Daniels Construction Co., Inc. effective March 7, 2022 appears after the signature page of the minutes.

Moved by: Council Member Wilson

Seconded by: Council Member Jackson

**Approved the Construction Contract for the Archer Lodge Town Park Phase 1-Site Work between the Town of Archer Lodge and J.M. Daniels Construction Co., Inc. effective March 7, 2022.**

CARRIED UNANIMOUSLY

(Mayor Pro Tem Castleberry abstained from voting, which pursuant to NCGS§160A-75 was recorded as an affirmative vote)

[Fully Executed ALTP Phase 1 Site Work Construction Contract J.M. Daniels Construction Co Inc 03.07.22](#)

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**5. TOWN ATTORNEY'S REPORT:**

- a) **Attorney Burrell met with Kerry Barnes, Town Animal Control Officer, and the results appears as follows:**
- **The Town's Animal Control charge for the first violation is \$25.00 and Johnston County charges \$100.00.**
  - **The Town's maximum fine for repeated Animal Control violations is \$75.00 and Johnston County charges \$300.00.**
  - **Suggested to increase fines for Animal Control to reduce repeat offenders.**
  - **Animal Control Officer suggested that the Town mirror Johnston County Animal Control Violation fees.**

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**6. TOWN ADMINISTRATOR'S REPORT:**

- a) **Mr. Gordon shared that he was contacted by Triangle J Council of Government (TJCOG) and was advised that they have a list of towns that are similar to Archer Lodge and have received ARPA Relief Funds (American Rescue Plan Act). He mentioned that there was a possibility that some of the Town's ARPA funds could be used towards the Town park and noted that TJCOG will be reaching out to discuss.**

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**7. FINANCIAL/TOWN CLERK'S REPORT:**

- a) **Interim Financial Reports for February 2022**

Ms. Batten shared that the fiscal year is 67% complete with the end of the February 28, 2022. She noted that the projected General Fund

revenues were approximately 61% collected and the expenditures were showing approximately 55% of those budgeted. Revenues exceeded expenditures for the month of February by \$22,641 and for the fiscal year by \$162,070.


Regarding the Capital Reserve Fund, Ms. Batten stated that the only activity was investment earnings in the amount of \$136. In the Park Reserve Fund, investment earnings and the three-cents tax transfer from the General Fund were the only transactions in the amount of \$8,002. Ms. Batten mentioned that the Public Safety Reserve Fund had only investment earnings of \$94.

In comparing February 2022 with February 2021, Ms. Batten stated that both revenues and expenditures had increased in February 2022 by \$593 and \$10,632 respectively. No further comments.

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**b) Budget Development Calendar for Fiscal Year Ending June 30, 2023**

Ms. Batten shared the proposed budget development calendar for fiscal year ending June 30, 2023 with the Mayor and Council members and appears as follows:



**Town of Archer Lodge  
Budget Development Calendar  
For Fiscal Year  
Ending June 30, 2023**

Monday, February 21, 2022	Council Budget Planning Retreat I
Monday, March 21, 2022	Council Budget Planning Retreat II
Tuesday, March 22, 2022 – Friday, April 22, 2022	Staff Budget Preparation
Monday, April 25, 2022 – Monday, May 9, 2022	Budget Officer, Mayor, Council Rep & Finance Officer Budget Meeting
Monday, May 16, 2022	Work Session / Budget Presentation
Tuesday, May 17, 2022 – Monday, May 23, 2022	Questions/Answers/Comment Period Between Mayor/Council & Budget Officer & Finance Officer
Monday, June 6, 2022	Budget Public Hearing / Regular Council Meeting
Monday, June 6, 2022 – Thursday, June 30, 2022	Budget Ordinance Adoption
Friday, July 1, 2022	FY 2023 Budget Implementation

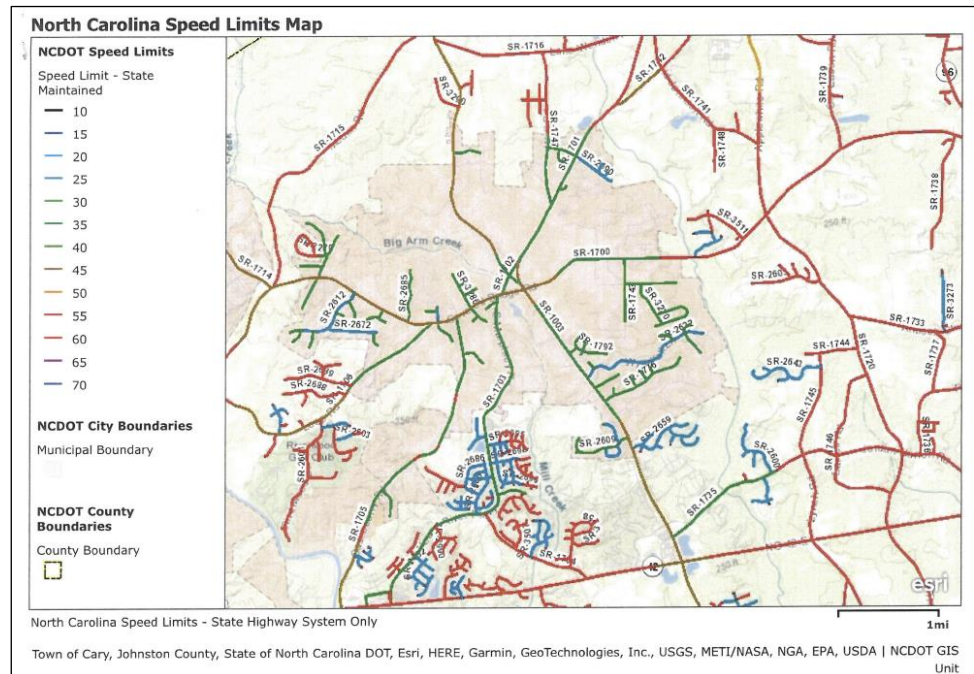
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**8. PLANNING/ZONING REPORT:**

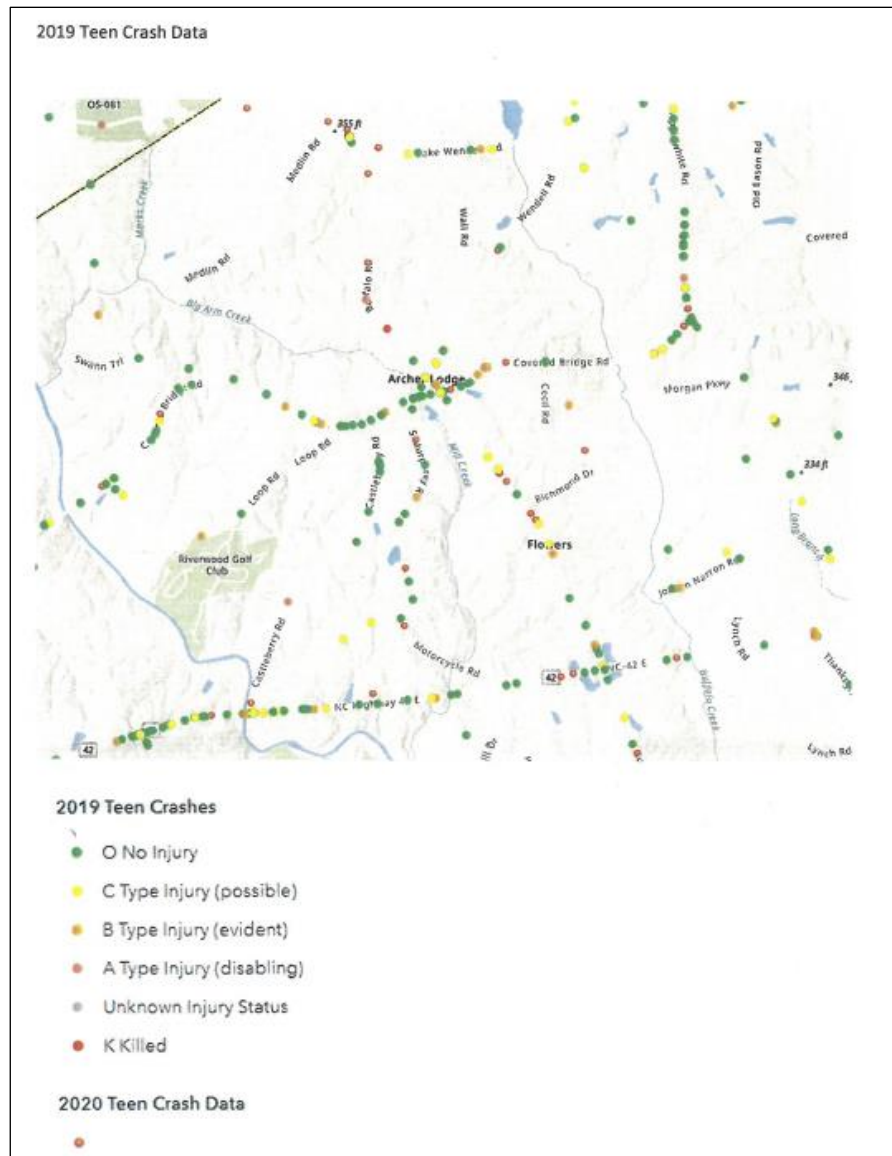
**a) Planning | Zoning | Projects | Updates**

Ms. Maybee reported the following:

- Issued six zoning permits for new residences, solar panels, and swimming pool.
- Thanked everyone for approving the UDO Text Amendment and scheduling a Workshop for April.
- CAMPO - TCC Meeting was held Thursday, March 3, 2022 - nothing to report.
- Received a Special Use Permit (SUP) application from Piedmont Natural Gas for a gas regulator station that will be presented to the Planning Board next week and to the Town Council next month.
- Shared an overview of the NCDOT website and the features available and expressed that NCDOT is a great partner to work with.
- Shared information on speed limit maps and 2019 teen crash data located on the NCDOT website which appear as follows:







- Will inquire with NCDOT regarding having a town-wide speed limit and why there is a variation of speed limits signs posted on Castleberry Road.

**b) Code Enforcement**

Ms. Maybee reported the following for February 2022:

- Six animal control reports on cats and dogs.
- Complaints received on goats, chickens & roosters, junk cars in front yard, living in recreational vehicles.

**9. MAYOR'S REPORT:**

- a) No report.**

**10. COUNCIL MEMBERS' REMARKS:**  
(non-agenda items)

- a) Council Member Wilson thanked everyone for their thoughts and prayers during his recent sickness and his wife for supporting him as a caregiver.**
- 
- b) Council Member Jackson had no remarks.**
- 
- c) Mayor Pro Tem Castleberry had no remarks.**
- 
- d) Council Member Purvis had no remarks.**

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**11. CLOSED SESSION:**

- a) Attorney Burrell advised that pursuant to NCGS § 143-318.11 (a)(6) Council is authorized to enter into closed session to discuss personnel matters.**

Moved by: Council Member Wilson  
Seconded by: Council Member Jackson

**Approved to Enter Into Closed Session at 8:00 p.m.**

CARRIED UNANIMOUSLY

Moved by: Council Member Wilson  
Seconded by: Council Member Purvis

**Approved to Return to Open Session at 8:40 p.m.**

CARRIED UNANIMOUSLY

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**12. ADJOURNMENT:**

- a) Having no further business, Mayor Mulhollem asked for a motion to adjourn meeting.**

Moved by: Council Member Wilson  
Seconded by: Council Member Jackson

**Adjourned meeting at 8:41 p.m.**

CARRIED UNANIMOUSLY

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Matthew B. Mulhollem, Mayor

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Kim P. Batten, Town Clerk

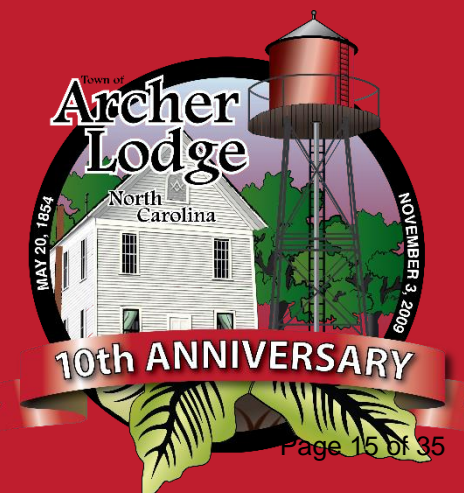
Town of  
**ARCHER LODGE**

**UNIFIED DEVELOPMENT ORDINANCE**

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Effective Date: June 7, 2021

Amended: ~~November 15, 2021~~ ~~March 7, \_\_\_\_\_~~  
2022 (Draft)



## ORDINANCE AMENDMENTS

TABLE OF UDO AMENDMENTS		
ORDINANCE NUMBER	ADOPTION DATE	DESCRIPTION
UDO-TA-1-21	11-15-21	<ul style="list-style-type: none"> <li>- Clarification of Review Authority roles,</li> <li>- Updates to the Water-Supply Watershed Overlay Districts standards,</li> <li>- Update to manufactured home park standards for masonry skirting in accordance with State law</li> <li>- Revisions to Electronic Gaming Operation use standards</li> </ul>
<u>UDO-TA-1-22</u>	<u>03-07-22</u>	<ul style="list-style-type: none"> <li>- <u>Bona fide farm exemptions</u></li> <li>- <u>Electronic plat signatures</u></li> <li>- <u>Subdivision requirements table (new Division 6 of Appendix)</u></li> <li>- <u>BOA super majority voting</u></li> </ul>

**ARTICLE 1. - GENERAL PROVISIONS**

**DIVISION 1. - PREFACE.**

**Sec. 30-1101 - Short title.**

This Ordinance shall be known as and may be cited as the "Archer Lodge Unified Development Ordinance," and may be referred to as "the UDO," or "this Ordinance."

**Sec. 30-1102 - Effective date.**

This Ordinance shall be in full force and effect on June 7, 2021, and repeals and replaces any prior version of the Archer Lodge Unified Development Ordinance.

**Sec. 30-1103 - Authority.**

This Ordinance is adopted pursuant to authority contained in Chapter 160D of the North Carolina General Statutes.

**Sec. 30-1104 - Applicability and jurisdiction.**

This Ordinance shall be effective throughout the Town's planning jurisdiction.

(a) *Where applied.* The standards in this Ordinance apply to all lands within the Town of Archer Lodge, as identified on the Official Zoning Map.

(b) *No Development Until Compliance with This Ordinance.*

(1) *No Land Developed.* Unless exempted, no land shall be developed without compliance with this Ordinance and all other applicable County, State, and federal regulations.

(2) *No Grading or Excavation.* Unless exempted, no land shall be subjected to substantial clearing, grading, filling, or excavated without compliance with this Ordinance and all other applicable Town, County, State, and federal regulations.

(3) *No Use or Occupancy.* No person shall use or occupy any land or buildings or authorize or permit the use or occupancy of land or buildings under their control, except in accordance with this Ordinance.

(4) *No Construction or Alteration.* No building, or portion thereof, shall be erected, used, moved, or altered except in conformity with the regulations specified for the zoning district in which it is located and all other applicable provisions of this Ordinance.

(5) *No Improvement to Subdivided Land.* Improvements to subdivided land shall not be undertaken until approval of a preliminary plat for all or the active phase of a major subdivision or a minor subdivision approval for all or the active phase of a minor subdivision.

(6) *No Sale or Transfer.* Except for lots within an exempt subdivision, no lots in a subdivision may be sold or titles to land transferred as part of a transfer plat until all the requirements of this Ordinance have been met, except as authorized by §160D-801, et seq. of the North Carolina General Statutes.

(c) *Application to Governmental Units.* Except where otherwise stated, the provisions of this Ordinance shall apply to:

(1) Development by the Town or County or its agencies, or departments;

(2) Development of buildings by the State, public colleges or universities, or other political subdivisions of the State; in accordance with the North Carolina General Statutes; and

(3) Development owned or held in tenancy by the government of the United States, its agencies, departments or corporate services, to the full extent permitted by law.

(d) Application to Bona Fide Farms.

**ARTICLE 1. - GENERAL PROVISIONS**

Sec. 30-1105 - Required conformance to article provisions.

- (1) *Within Corporate Limits.* Except for the special flood hazard area standards, land and agricultural activity as defined in §160D-903 of the North Carolina General Statutes taking place on a bona fide farm use that is located within the Town’s corporate limits shall be exempted from the standards in this Ordinance.
- (2) *-Non-Farm Related Activity Taking Place on a Bona Fide Farm.* Land uses and development activity that do not qualify as agricultural activity, agri-tourism, as incidental to a bona fide farm, or that is conducted for non-farming purposes shall be subject to the standards in this Ordinance regardless of whether they are located upon a bona fide farm.
- (3) *Special Flood Hazard Area Standards.* All development and activity located on a bona fide farm shall be subject to all applicable special flood hazard area or flood damage prevention standards in accordance with 160D-903 of the North Carolina General Statutes.

**Sec. 30-1105 - Required conformance to article provisions.**

Except as otherwise specifically provided in this Ordinance, no land or structure shall be used or occupied, and no excavation, removal of soil, clearing of a site, or placing of fill shall take place on lands contemplated for development, and no structure, or part of a structure, shall be constructed, erected, altered or moved, except in compliance with all of the applicable provisions of this Ordinance.

**Sec. 30-1106 - Purpose and intent.**

- (a) *Declaration of necessity.* In order to protect and promote the health, safety, and general welfare of the Town and its planning jurisdiction, this Ordinance is adopted by the Town Council to regulate and restrict by means of zoning regulations the height, number of stories, and size of buildings and other structures; the percentage of lots that may be occupied; the size and availability of yards, courts and other open spaces; the density of population; and the location and use of buildings, structures, and land for trade, industry, residence and other purposes.
- (b) *Purpose.* The purpose of the regulations set forth in this Ordinance shall be to accomplish compatible development of the land within the planning jurisdiction of the Town in a manner which will best promote the health, safety, and general welfare; to promote efficiency, energy conservation, and economy in development; to make adequate provisions for traffic; to secure safety from fire, flooding, panic, and other hazards; to provide for adequate light and air; to prevent overcrowding of land; to avoid inappropriate concentration of population; to facilitate the adequate provision of transportation, public water, sewerage, schools and other public requirements; to promote desirable living conditions and the stability of neighborhoods; and to achieve other purposes in accordance with the comprehensive plan and development policies for the Town's planning jurisdiction.

**Sec. 30-1107 - Severability.**

The legislative intent of the Town Council in adopting this Ordinance is that all provisions shall regulate development in accordance with the existing and future needs of the Town as established in this Ordinance, and promote the public health, safety, and general welfare of the landowners and residents of the Town of Archer Lodge. If any section, subsection, sentence, boundary, or clause of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, the Town Council hereby declares that it would have passed this Ordinance and any section, subsection, sentence, boundary, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, boundaries, clauses, or phrases are declared invalid. The sections not declared invalid will continue to be used and enforced by the Town.

- (a) At its first regular meeting of each calendar year, the Planning Board shall, by majority vote of its membership (excluding vacant seats), elect one of its members to serve as Chairperson and preside over the Board's meetings and one member to serve as Vice-Chairperson. All elected person shall serve in these capacities for terms of one year. A certified municipal clerk shall be appointed by the Town Council as Secretary to the Planning Board. Any appointed secretary shall serve at the pleasure of the Town Council. Vacancies among the appointed or elected officials may be filled for the unexpired terms only by majority vote of the Town Council.
- (b) The Chairperson and Vice-Chairperson may take part in all deliberations and vote on all issues.
- (c) The Board shall draw up and adopt rules of procedure under which it will operate. The Town Council will approve the rules of procedure and any amendments.

**Sec. 30-2304 - Powers and duties of board.**

- (a) The Planning Board shall hear and decide applications for major subdivisions (See § 30-3312).
- (b) The Planning Board shall hear and provide a recommendation to the Town Council on the following:
  - (1) Adoption of or amendment to the comprehensive plan or any other Town plan, as requested by the Town Council (see § 30-3305);
  - (2) Development agreements (See § 30-3307);
  - (3) Planned developments (See § 30-3314);
  - (4) Rezoning/Map amendments (See § 30-3316);
  - (5) Site plans (See § 30-3317);
  - (6) Special use permits (See § 30-3318); and
  - (7) Text amendments (See § 30-3320).
- (c) Any of the duties listed in §160D-301 of the North Carolina General Statutes that are assigned by the Town Council.

**Sec. 30-2305 - Meetings and quorum.**

- (a) The Planning Board shall meet every other month, unless meetings are cancelled for lack of business, emergency, or other valid reason. Special meetings may be called in accordance with §160A-71 of the North Carolina General Statutes.
- (b) All meetings of the Planning Board shall be open to the public, and the agenda for each Planning Board meeting shall be made available in advance of the meeting. A notice of the meeting shall be published in a local newspaper and be posted at Town Hall in accordance with §160A-71 of the North Carolina General Statutes.
- (c) A quorum for the Planning Board shall consist of three or more members. A quorum is necessary for the Planning Board to take any action.
- (d) A member who has withdrawn from the meeting without being excused, as provided in §160A-75 of the North Carolina General Statutes shall be counted as present for purposes of determining whether a quorum is present.

**Sec. 30-2306 - Voting.**

- (a) Once a quorum is established ~~the~~ the concurring vote of a majority of ~~the regular membership board members~~ (excluding vacant ~~seats~~ board member positions and any board members who are ~~disqualified~~ recused from voting on a particular case) shall be necessary to make any decision.
- (b) Once a member is physically present at a Planning Board meeting, any subsequent failure to vote shall be recorded as an affirmative vote unless the member has been excused in accordance with subsection (c) of this section or has been allowed to withdraw from the meeting in accordance with subsection (d) of this section.

- (b) The agenda for each Board of Adjustment meeting shall be made available in advance of the meeting.
- (c) A quorum for the Board of Adjustment is four members. A quorum is necessary for the Board of Adjustment to take official action.
- (d) A member who has withdrawn from the meeting without being excused, as provided in § 30-2406 Voting, shall be counted as present for purposes of determining whether a quorum is present.

#### Sec. 30-2406 - Voting.

- (a) Once a quorum is established, the concurring vote of a majority of ~~these present~~ board members (excluding ~~members who are disqualified~~ vacant board member positions and any board members who are recused from voting on a particular case) shall be necessary to make any decision, except decisions on variances.
- (b) The vote on a variance shall require a 4/5 supermajority of all board members (excluding vacant board member positions and any board members who are recused from voting on a particular case).
- ~~(a)~~ (c) In accordance with §160D-406(i), majority or supermajority calculations shall be based on the total number of board member positions, regardless of whether the member is absent. Positions may only be excluded from the calculation when the position is vacant and there is no alternate or when a board member has been recused in accordance with subsection (e) below.
- ~~(b)~~ (d) Once a member is physically present at a Board of Adjustment meeting, any subsequent failure to vote shall be recorded as an affirmative vote unless the member has been excused in accordance with subsection ~~(ee)~~ (ee) of this section or has been allowed to withdraw from the meeting in accordance with subsection ~~(df)~~ (df) of this section.
- ~~(e)~~ (e) A member may be excused from voting on a particular issue by majority vote of the remaining members present under the following circumstances:
  - (1) If the member has a conflict of interest as defined by § 30-2105 Conflict of interest, above; or
  - (2) If the matter at issue involves the member's own official conduct.
- ~~(f)~~ (f) A motion to excuse a member from voting on a specific item, or from the remainder of the meeting may be made by any Board of Adjustment member.

#### DIVISION 5. - TECHNICAL REVIEW COMMITTEE.

##### Sec. 30-2501 - Establishment.

The Town Administrator shall appoint a committee of staff members having particular expertise in the development of real property as the Technical Review Committee (TRC). The Committee shall be chaired by the Town Planner. The TRC members shall consist of the Planning Board Chair, and the Fire Chief or their designees. Other members shall serve on the TRC on an ad hoc basis, depending on the nature, size, and complexity of the development project to be reviewed include, but are not limited to: Parks and Recreation, Legal, NCDOT, and the following Johnston County agencies: Public Utilities (including storm water, erosion control, infrastructure), Environmental Health, Health Department, Inspections, and Emergency Management Services.

##### Sec. 30-2502 - Powers and Duties.

- (a) The TRC shall provide a recommendation to the Planning Board on the following:
  - (1) Major subdivisions;
  - (2) Site plans; and
  - (3) Plans filed with applications for a special use permit. (Amended 11-15-21 UDOTA 1-21)
- (b) The TRC shall review and comment, prior to consideration by other review authorities, on the following:
  - (1) The Comprehensive Plan or an amendment to the Comprehensive Plan;
  - (2) Planned development master plans; and



- (4) No application shall be accepted for development proposed on a lot or site until property taxes are paid in full, as determined by the Johnston County Tax Assessor.
- (f) *Burden of presenting complete application.* The burden of presenting and maintaining a complete application shall be solely upon the applicant.
- (g) *Determination of application completeness.* On receiving a development application, the Town Planner shall determine, within seven days, whether the application is complete or incomplete. A complete application is one that:
- (1) Contains all information and materials identified in the appropriate Town documentation as required for submittal of the particular type of application;
  - (2) Is in the form and number of copies required by the appropriate Town documentation;
  - (3) Is legible and printed to scale (where appropriate);
  - (4) Is signed by the person with the authority to file the application (verifiable electronic signatures are permitted);
  - (5) Includes information in sufficient detail to evaluate whether or not the application complies with the applicable review standards in this Ordinance;
  - (6) Is accompanied by the fee established for the particular type of application; and
  - (7) Includes material associated with a pre-application conference if one is required.
- (h) *Application incomplete.*
- (1) If the application is incomplete, the Town Planner shall notify the applicant of the deficiencies in writing.
  - (2) The applicant may correct the deficiencies and resubmit the application for completeness determination.
  - (3) Application processing shall stop following delivery of a notice of incomplete application until all deficiencies are addressed and the application is determined to be complete, or the applicant declares the application to be complete in accordance with § 30-3202(j) Declaration of completeness by applicant.
- (i) *Application complete.*
- (1) On determining that the application is complete, it shall be considered as submitted, the Town shall notify the applicant and commence review in accordance with the procedures and standards of this Ordinance.
  - (2) Nothing shall preclude the Town Planner or a review authority from re-evaluating an application for completeness in the event application inadequacies are revealed at a date subsequent to an application being declared complete.
- (j) *Declaration of completeness by applicant.*
- (1) If, upon receipt of notice of application deficiencies by the Town Planner, an applicant wishes to have the application processed without further amendment or revision, the applicant shall provide written notice to the Town Planner that they desire the application to be processed without further amendment or revision.
  - (2) Upon receipt of written notice to process the application without further amendment or revision, the Town Planner shall process the application in accordance with the standards in this Ordinance. In no instance shall additional materials or information be added to the application by the applicant. Nothing shall limit an applicant from withdrawing an application in accordance with § 30-3210 Modification, continuance, or withdrawal.

**Sec. 30-3203 - Staff review and action.**

- (a) *Initial staff review.*

### DIVISION 3. - STREETS AND SIDEWALKS.

The type and arrangement of streets within a development under this Article shall comply with and coordinate with the Town's adopted transportation plan(s); or the decision of the Town Planner . Principal vehicular access points to the subdivision shall be designed to encourage smooth traffic flow and minimize hazard to vehicular traffic, pedestrian and bicycle traffic. Accommodation for controlled turning movements into and out of the subdivision and improvement of the approach street should be considered where existing or anticipated heavy traffic flows indicate need. Safe and convenient vehicular access shall be provided for emergency, service and school bus vehicles.

#### Sec. 30-7301 - Roads.

The arrangement, character, extent, width, grade, and location of all roads should be designed in relation to existing and proposed transportation patterns, topographical and other natural features, public convenience and safety, and proposed uses of lands to be served by such roads and existing and potential land uses in adjoining areas.

- (a) *Minimum construction standards.* All roads, whether public or private, shall meet the road construction standards as set forth in the latest edition of the NCDOT subdivision roads minimum construction standards for public roads, and shall:
- (1) Be dedicated for public use and meet the design and construction standards as required by the NCDOT for the functional classification and projected traffic volumes;
  - (2) For all roads not maintained by NCDOT and/or not dedicated for public use, be ensured proper maintenance through the establishment of a homeowners' association or a road maintenance agreement.
- (b) *Other road requirements.*
- (1) *Permits for connecting to state roads.* An approved permit is required to connect any subdivision street to an existing state road. This permit is required prior to constructing the road. The application is available at the office of the nearest district engineer of the division of highways.
  - (2) *Paving.* All roads, whether public or private, shall be paved with asphalt, concrete, NCDOT-approved pavers, or other suitable all-weather surface as determined by the NCDOT. Gravel shall not be permitted as a surface for a new public or private roadway. Extensions of existing gravel roads are permitted provided the total number of lots accessing the road does not increase by more than four from the number of lots accessing the road as of June 7, 2021. If the number of lots accessing an existing gravel roadway is increased by four or more after June 7, 2021, the gravel roadway shall be paved in accordance with these standards.
  - (2)(3) Offsets to utility poles. Overhead utility poles shall be break-away or located outside the roadway clear zone.
  - (3)(4) Wheelchair ramps and curb cuts for disabled persons. All roads, sidewalks, curbing, crosswalks, and other road improvements shall conform to the requirements of § 136-44.14 of the North Carolina General Statutes and the Americans with Disabilities Act.
  - (4)(5) Mail box kiosks. All mail box kiosks shall meet the USPS Cluster Box Units Concrete Pad Installation - Interim Pad Policy (2/19/2017 or most recent edition) and the NCDOT Policy for Placement of Mail Cluster Box Units (9/1/2015 or most recent edition) and be subject to approval by the North Carolina Department of Transportation.
- (c) *Relationship to adjoining properties.* New streets or roads shall be appropriately related to, and coordinated with, adjoining properties and existing and proposed roadways. Roadways within a proposed subdivision may be required to connect with adjoining properties where necessary to permit the convenient, efficient and safe movement of traffic. All roads that extend to adjacent properties shall be designated as public roads.
- (d) *Cul-de-sac length.* No residential street terminating in a cul-de-sac shall exceed 1,500 feet in length.

- (e) *Access to streets.* Every subdivided lot shall front on, or have direct driveway access or dedicated easement to, a ~~public~~ street meeting the standards of the latest edition of the NCDOT subdivision roads minimum construction standards for public roads.
- (f) *Direct residential driveway connections.* Subdivisions located on an arterial or collector road shall be designed such that no new subdivided lot shall have a direct driveway connection onto the arterial or collector road, unless it can be demonstrated that the proposed subdivision cannot be feasibly designed, or that no reasonable alternative exists, to prohibit driveway access onto the collector street.
- (1) Major subdivisions to be located on a local road shall be so designed that there shall be no more than one direct residential driveway connection per 500 feet along the same side of the local road, unless it can be demonstrated that the proposed subdivision cannot be physically designed, that no reasonable alternative exists, or it would create an unreasonable hardship without a corresponding public benefit to prohibit individual driveway access onto a local road.
- (2) *Subdivision access.* A second full-service access built to the standards of the Johnston County Design manual (as adopted by Town) for the purpose of ingress and egress, or emergency access easement will be required when meeting or exceeding the following thresholds:
- a. For subdivisions proposing between 100 and 200 lots, the developer has the option of providing a second full-service access built to the standards of the Johnston County Design Standards for the purpose of ingress and egress or a dedicated "emergency vehicle access." This "emergency vehicle access" is to be constructed of any all-weather surface and kept cleared at all times in case the main entrance is blocked, and emergency vehicles need to access the development.
- b. For subdivisions proposing 201 lots or more, a second full-service access built to Johnston County Design Standards for the purpose of ingress and egress will be required. In lieu of installation of a second full service access, a dedicated emergency vehicle access must be approved by the planning board and constructed as described above with a full service access approved by the planning board planned within the subdivision proposal for future development.
- c. Note: For determining when a second access is required, the count will be cumulative.
- (g) *Subdivision road standards.*
- (1) The applicant/developer shall be responsible for ensuring that all dedicated public subdivision streets are successfully accepted by NCDOT for maintenance. The applicant/developer shall be responsible for maintenance of all streets and protection of rights-of-way until such streets are accepted into the state road system.
- (2) Where streets are dedicated to the public but not accepted into the state system at the time the plat is recorded, a statement explaining the status of the street shall be included on the final plat. Said statements shall explain that the applicant/developer is ultimately responsible for the upkeep and maintenance of all streets until such time that the streets are included in the state system.
- (3) *Stub out streets.* All stub out streets shall be posted with a sign at least 24 inches by 36 inches in area but no greater than 36 inches by 48 inches with a minimum height of three feet and a maximum height of five feet stating the following: Road subject to future extension for additional lots.

### **Sec. 30-7302 - Curb and gutter standards.**

When provided or required by either the planning board or Town Council, curb and gutters shall be constructed in accordance with plans and profiles meeting NCDOT specifications for curb and gutters.

### **Sec. 30-7303 - Sidewalks.**

Specifications.

- (1) Sidewalks or shared use paths (or greenways) will be provided along both sides of new collector and arterial streets as stated in the adopted Bicycle and Pedestrian Plan, Town of Archer Lodge, NC (2020).

NOTE: To be used only if Town Council accepts an offer of dedication.  
I hereby certify that all parks and greenways as shown on this plat were accepted, as specified, by the Town Council by a resolution adopted at the meeting held on \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_ Town Clerk  
Date

**(13) Subdivision Road Disclosure Statement:**

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Developers are required to give lot purchases a subdivision street disclosure statement pursuant to §136-102.6(F) of the North Carolina General Statutes.

**(14) Additional Certifications, Statements, or Notations necessary.**

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Notations:

1. Maximum Impervious Surface Per Lot.
2. Designate whether lot is within a protected watershed.

**(15) Electronic Signatures.**

---

Verifiable digital or electronic signatures (“e-signatures” such as those provided by Adobe Sign software) may be substituted for a handwritten signature on any of the above certification statements included on a subdivision plat.

## DIVISION 6. - SUBDIVISION REQUIREMENTS BY TYPE OF SUBDIVISION

The Subdivision Requirements Table below specifies the characteristics and requirements for each type of subdivision required by this Ordinance. In the event of conflict between the table below and the text of this Ordinance, the text shall control.

<b>SUBDIVISION REQUIREMENTS TABLE</b>				
<b>CHARACTERISTIC OR REQUIREMENT</b>	<b>TYPE OF SUBDIVISION</b>			
	<b>EXEMPT SUBDIVISION</b>	<b>EXPEDITED SUBDIVISION [1]</b>	<b>MINOR SUBDIVISION [1]</b>	<b>MAJOR SUBDIVISION [1]</b>
<u>Maximum Number of Lots Created [2]</u>	<u>No Limit</u>	<u>3 or less [3]</u>	<u>4 or less [3]</u>	<u>No Limit</u>
<u>Minimum Tract Size</u>	<u>[4]</u>	<u>More than 5 acres</u>	<u>No minimum</u>	<u>No minimum</u>
<u>Review Authority Deciding Application</u>	<u>Town Planner</u>	<u>Town Planner</u>	<u>Town Planner</u>	<u>Planning Board [5]</u>
<u>Plat for Recording Required</u>	<u>No</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes [6]</u>
<u>Lot Access Provided Solely by Individual Driveway or Alternative Accessway</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>No</u>
<u>Driveway Permit Required for each new Driveway a Public Street [7]</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
<u>Public or Private Street Extension Permitted</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>Yes [8]</u>
<u>Traffic Impact Analysis Required</u>	<u>No</u>	<u>[9]</u>	<u>[9]</u>	<u>[9]</u>
<u>Potable Water or Sanitary Sewer Extension Permitted</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>Yes</u>
<u>Curb and Gutter Required</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>[10]</u>
<u>Sidewalks Required</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>Yes [11]</u>
<u>Open Space Set-Aside Required</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>Yes [12]</u>
<u>Parkland Dedication Required</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>Yes [13]</u>
<u>Owners' Association Required</u>	<u>No</u>	<u>No</u>	<u>No [10]</u>	<u>Yes [14]</u>
<u>Certificate Statements Required</u>	<u>[15]</u>	<u>[15]</u>	<u>[15]</u>	<u>[15]</u>
<b>NOTES:</b>				
<u>[1] All proposed lots must meet the minimum dimensional requirements of the base and overlay district(s) where located.</u>				
<u>[2] Including "parent" tract or residual parcel.</u>				
<u>[3] Extension of public utilities (like water, sewer, roads, or public roads) makes this a major subdivision.</u>				
<u>[4] Subdivision is an exempt subdivision when all lots are 10 acres or larger, when tract is no greater than 2 acres and no more than 3 lots are created, or when existing lots are recombined with no changes in the number of lots.</u>				

## SUBDIVISION REQUIREMENTS TABLE

CHARACTERISTIC OR REQUIREMENT	TYPE OF SUBDIVISION			
	EXEMPT SUBDIVISION	EXPEDITED SUBDIVISION [1]	MINOR SUBDIVISION [1]	MAJOR SUBDIVISION [1]
	<p><u>[5] Includes a recommendation by the Technical Review Committee prior to Planning Board review.</u></p> <p><u>[6] Only final plat is recorded, not preliminary plat.</u></p> <p><u>[7] Driveways shall be configured in accordance with Section 30-6101.</u></p> <p><u>[8] All streets shall be configured in accordance with public street standards, including the provisions in Section 30-7301.</u></p> <p><u>[9] A traffic impact analysis shall be required for all residential subdivisions of 100 or more lots and for all nonresidential subdivisions generating an average daily traffic count of 1,000 vehicles per day or more or all nonresidential subdivisions generating 100 or more vehicle trips during its peak hour.</u></p> <p><u>[10] In accordance with NCDOT standards (private streets must be built to public street standards (see Section 30-7301).</u></p> <p><u>[11] Sidewalks or multi-use paths are required for major subdivisions of 7 or more lots.</u></p> <p><u>[12] Not required if subdivision occupies 2 acres or less.</u></p> <p><u>[13] Parkland (or a fee-in-lieu) dedicated to the Town is required for major subdivisions of 5 or more lots.</u></p> <p><u>[14] an owner's association is required if the subdivision has a private road or other commonly owned features, including stormwater facilities.</u></p> <p><u>[15] See Appendix Division 3; Certificates 5 and 13 required only as appropriate. Certificates for final plats shall be as required in Section 30-3310(f).</u></p>			

**FORM OF CONSTRUCTION CONTRACT**  
(ALL PRIME CONTRACTS)

THIS AGREEMENT, made the seventh day of March in the year of 2022 by and between J. M. Daniels Construction Co., Inc. hereinafter called the Party of the First Part and the State of North Carolina, through the Town of Archer Lodge hereinafter called the Party of the Second Part.

**WITNESSETH:**

That the Party of the First Part and the Party of the Second Part for the consideration herein named agree as follows:

1. Scope of Work: The Party of the First Part shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein: advertisement; Instructions to Bidders; General Conditions; Supplementary General Conditions; specifications; accepted proposal; contract; performance bond; payment bond; power of attorney; workmen's compensation; public liability; property damage and builder's risk insurance certificates; and drawings, titled:

Archer Lodge Town Park Phase 1 Site Work

Consisting of the following sheets: Cover Sheet, SW-1 Existing Conditions & Clearing Plan, SW-2 Site Layout Plan, SW-3 Site Details, C-100 Utility Plan, C-200 Grading and Storm Drainage Plan, C-300 Erosion Control Plan Ph 1, C-301 Erosion Control Plan Ph 2, C-400 NCDOT Driveway Detail, C-500.1 NPDES Stabilization Plan, C-500.2 NPDES Stabilization & Materials Handling, C-500.3 NPDES Records Keeping & Reporting, C-501 Details, C-502 Details, C-503 Details, and C-504 Details

Dated: January 5, 2022 and the following addenda:

Addendum No	<u>1</u>	Dated:	<u>01/19/2022</u>	Addendum No.	_____	Dated:	_____
Addendum No	<u>2</u>	Dated:	<u>01/26/2022</u>	Addendum No.	_____	Dated:	_____
Addendum No	<u>3</u>	Dated:	<u>02/01/2022</u>	Addendum No.	_____	Dated:	_____
Addendum No	_____	Dated:	_____	Addendum No.	_____	Dated:	_____

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within one hundred twenty-two (122) consecutive calendar days from said date. For each day in excess thereof, liquidated damages shall be as stated in Supplementary

General Conditions. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the project broken down by the various divisions or part of the work and by calendar days as outlined in Article 14 of the General Conditions of the Contract.

3. The Party of the Second Part hereby agrees to pay to the Party of the First Part for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

six hundred thirty-five thousand seventy-six dollars (\$635,076.00).

Summary of Contract Award:

4. In accordance with Article 31 and Article 32 of the General Conditions of the Contract, the Party of the Second Part shall review, and if approved, process the Party of the First Party's pay request within 30 days upon receipt from the Designer. The Party of the Second Part, after reviewing and approving said pay request, shall make payments to the Party of the First Part on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Second Party. The Second Party may elect to waive retainage requirements after 50 percent of the work has been satisfactorily completed on schedule as referred to in Article 31 of the General Conditions.

5. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this agreement and the acceptance of such work by the Second Party.

6. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Second Party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the First Party shall, at its expense, within five (5) days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

7. The Party of the First Part attest that it and all of its subcontractors have fully complied with all requirements of NCGS 64 Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).



Archer Lodge Town Park Phase 1 Site Work  
Town of Archer Lodge, NC

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original contract.

Witness:

\_\_\_\_\_  
(Proprietorship or Partnership)

Attest: (Corporation)

By: Seamus D. Connelly  
Title: Asst. Sec.  
(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

J. M. Daniels Construction Co., Inc.

Contractor: (Trade or Corporate Name)

By: Jody D. Castleberry

Title: Owner, President  
(Owner, Partner, or Corp. Pres. or Vice Pres. only)

The State of North Carolina through\*

Town of Archer Lodge

(Agency, Department or Institution)

By: Michael A. Gordon  
Michael A. Gordon

Title: Town Administrator

Witness:

Kim P. Batten  
Kim P. Batten, Town Clerk



Archer Lodge Town Park Phase 1 Site Work  
Town of Archer Lodge, NC

**FORM OF PERFORMANCE BOND**

Date of Contract: March 7, 2022

Date of Execution: March 7, 2022

Name of Principal (Contractor): J. M. Daniels Construction Co., Inc.

Name of Surety: FCCI Insurance Company

Name of Contracting Body: Town of Archer Lodge, NC

Amount of Bond: Six Hundred Thirty-Five Thousand Seventy-Six Dollars (\$635,076.00)

Project: Archer Lodge Town Park Phase 1 Site Work

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in \_\_\_\_\_ counterparts.

**Archer Lodge Town Park Phase 1 Site Work**  
Town of Archer Lodge, NC

Witness:

\_\_\_\_\_  
(Proprietorship or Partnership)

Attest: (Corporation)

By: Jessica Coxnely  
Title: Asst. Sec.  
(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)



Witness:

ty Early

Countersigned:

Hasten McDermott  
Hast. M. McDermott  
(N.C. Licensed Resident Agent)

Oakbridge Insurance Agency, LLC

4011 Westchase Blvd Suite 120 Raleigh, NC 27607  
Name and Address-Surety Agency

FCCI Insurance Company

1755 North Brown Road Suite 400 Lawrenceville, GA 30043  
Surety Company Name and N.C.  
Regional or Branch Office Address

J.M. Daniels Construction Co., Inc.  
Contractor: (Trade or Corporate Name)

By: Jody P. Castleberry

Title: Owner / President  
(Owner, Partner, or Corp. Pres. or  
Vice Pres. only)

FCCI Insurance Company  
(Surety Company)

By: Debra McElrath

Title: Commercial Manager  
(Attorney in Fact)

(Surety Corporate Seal)



**FORM OF PAYMENT BOND**

Date of Contract: March 7, 2022

Date of Execution: March 7, 2022

Name of Principal  
(Contractor) J. M. Daniels Construction Co., Inc.

Name of Surety: FCCI Insurance Company

Name of Contracting  
Body: Town of Archer Lodge, NC

Amount of Bond: Six Hundred Thirty-Five Thousand Seventy-Six Dollars (\$635,076.00)

Project Archer Lodge Town Park Phase 1 Site Work

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in \_\_\_\_\_ counterparts.

**Archer Lodge Town Park Phase 1 Site Work**  
Town of Archer Lodge, NC

Witness:

\_\_\_\_\_  
(Proprietorship or Partnership)

Attest: (Corporation)

By: *Teresa J. Connolly*  
Title: *Asst Sec.*  
(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)



Witness:

*by Early*

Countersigned:

Hasten McDermott  
*Hasten McDermott*  
(N.C. Licensed Resident Agent)

Oakbridge Insurance Agency, LLC  
4011 Westchase Blvd Suite 120 Raleigh, NC 27607  
Name and Address-Surety Agency

FCCI Insurance Company  
1755 North Brown Road Suite 400 Lawrenceville, GA 30043  
Surety Company Name and N.C.  
Regional or Branch Office Address

J.M. Daniels Construction Co., Inc.  
Contractor: (Trade or Corporate Name)

By: *Jody P. Castleberry*

Title: *Owner / President*  
(Owner, Partner, or Corp. Pres. or  
Vice Pres. only)

FCCI Insurance Company  
(Surety Company)

By: *William O'Leary*

Title: *Commercial Manager*  
(Attorney in Fact)

(Surety Corporate Seal)





**GENERAL POWER OF ATTORNEY**

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Hasten McDermott; Brandon Pittman; Diana McKnight; Ty Early

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company



Christopher Shoucair  
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

**CERTIFICATE**

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 7th day of MARCH, 2020

Christopher Shoucair  
Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company



JMDANIE-01

TEARLY

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Pittman Insurance Group, LLC</b> 4011 Westchase Blvd. Suite 120 Raleigh, NC 27607	CONTACT NAME: <b>Ty Early</b>	FAX (A/C, No):	
	PHONE (A/C, No, Ext): <b>(919) 518-9480</b>	E-MAIL ADDRESS: <b>ty@pittgroupllc.com</b>	
INSURED <b>J. M. Daniels Construction Co., Inc.</b> 677 Dairy Rd Clayton, NC 27520	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Selective Ins Co of America</b>		<b>12572</b>
	INSURER B: <b>West Bend Mutual Insurance Company</b>		<b>15350</b>
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES                                      CERTIFICATE NUMBER:                                      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		<b>S 2486312</b>	<b>8/23/2021</b>	<b>8/23/2022</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b> \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY OTHER:		<b>S 2486312</b>	<b>8/23/2021</b>	<b>8/23/2022</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		<b>S 2486312</b>	<b>8/23/2021</b>	<b>8/23/2022</b>	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <b>N</b> N/A	<b>A958365</b>	<b>8/23/2021</b>	<b>8/23/2022</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**Town of Archer Lodge**  
attn: Mike Gordon, Town Administrator  
14094 Buffalo Rd  
Archer Lodge, NC 27527

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Ty Early*





**Budget Planning Retreat - Minutes  
Monday, March 21, 2022**

**COUNCIL PRESENT:**

Mayor Mulhollem  
Mayor Pro Tem Castleberry  
Council Member Bruton (Remotely)  
Council Member Jackson  
Council Member Purvis

**STAFF PRESENT:**

Mike Gordon, Town Administrator  
Kim P. Batten, Finance Officer/Town Clerk  
Joyce Lawhorn, Deputy Clerk

**COUNCIL ABSENT:**

Council Member Wilson

**GUESTS PRESENT:**

None

**1. DINNER:**

a) **Dinner was served at 5:45 p.m.**

**2. WELCOME ~ MAYOR MULHOLLEM**

a) **Mayor Mulhollem called the continued Budget Planning Retreat to order at 6:39 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Archer Lodge, NC and declared a quorum present. Mayor Mulhollem shared that Council Member Wilson wasn't able to attend due to medical reasons and that thoughts and prayers are with him and his family.**

**3. INVOCATION & PLEDGE OF ALLEGIANCE:**

a) **Council Member Jackson offered the invocation.**

b) **Mayor Mulhollem led in the Pledge of Allegiance to the US Flag.**

**4. BUDGET OFFICER / TOWN ADMINISTRATOR ~ MIKE GORDON**

a) **FY2022/2023 Budget Workshop Continued - General Fund**

Ms. Batten shared an explanation of the General Fund Budget/Revenue Worksheet and ask for participation from Council to calculate and discuss an anticipated total for each account.

Afterwards everyone took a brief break.

**b) Budget Brainstorming/Ideas**

Ms. Batten mentioned the following:

- Asked Council to bring their Personnel Classification and Pay Study Manuals to the April 4, 2022 Town Council Meeting for her to add the updated salary rate schedules.

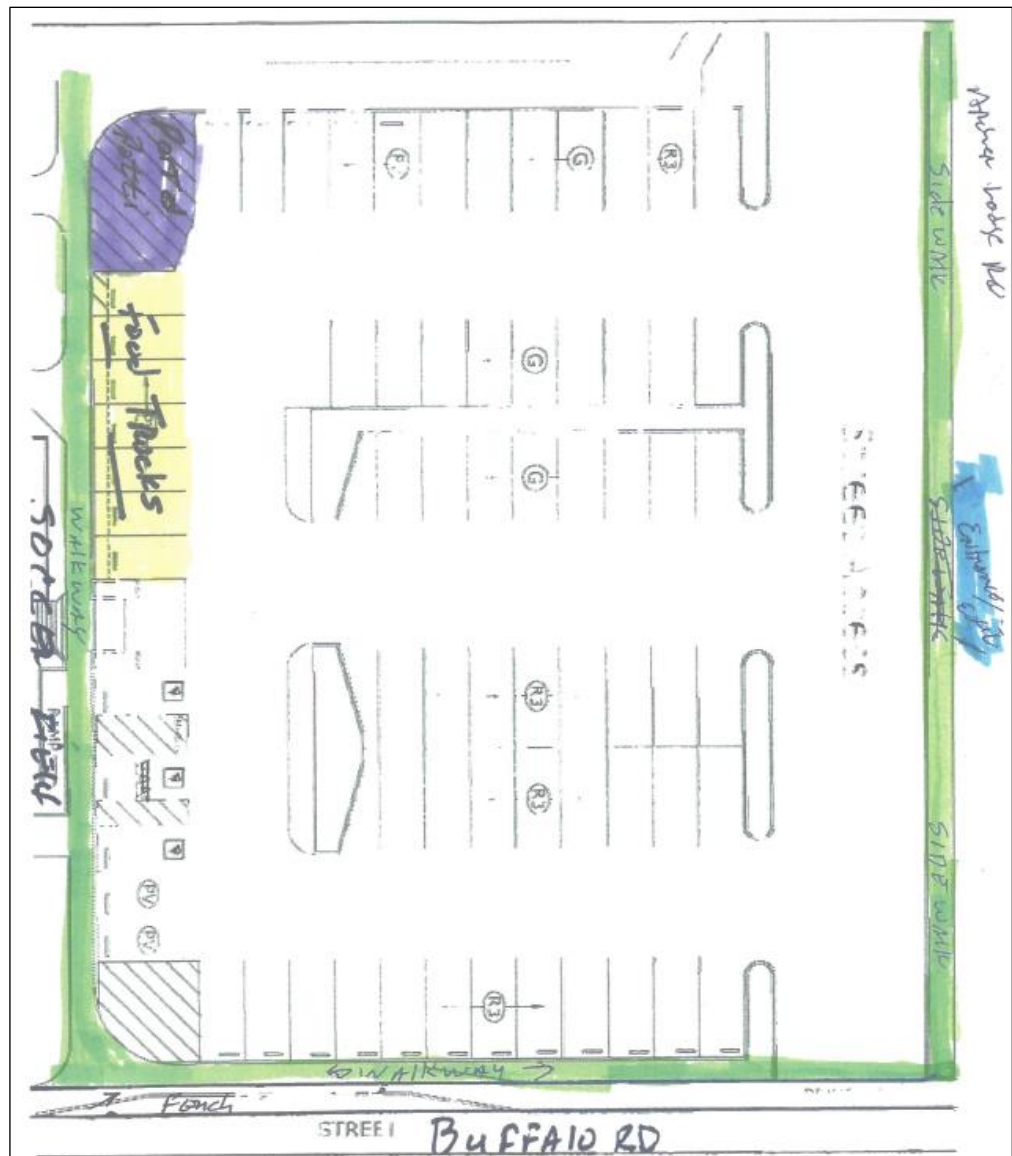


- Shared that at the March 7, 2022 Town Council meeting the inflation rate was at 7.5% and currently it's at 7.9%.
- Salaries for new positions will need to be competitive as well as benefits.
- Staff is looking into providing options for voluntary benefits for Staff and Board Members which will be at no cost to the Town. She noted that more information will be provided when available.

**Brainstorming Ideas:**

- Council Member Purvis shared that the Community Center has a small asphalt parking lot, and the remainder gravel parking spaces were owned by White Oak Baptist Church. He added that the church is growing in attendance creating parking issues for both entities. He suggested that the Town add a parking lot on the other end of the soccer field, and he shared a proposed drawing and discussed the following benefits:
  - To enhance parking in the area and would almost double parking.
  - The fence, along the soccer field, could be extended to the crosswalk on Buffalo Road which would require pedestrians to cross over to the Community Center/Church at the crosswalk.
  - Suggested having one entrance into the parking lot on Archer Lodge Road.
  - Suggested having an area in the parking lot for Portable Restrooms to accommodate people at the soccer games so nobody is having to cross over Buffalo Road to the restrooms at the Community Center.
  - In the future, if the soccer field is no longer needed, the parking lot will be beneficial should the Town decide to build on that land.

Council Member Purvis' drawing of the parking lot that was shared with council appears as follows:



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Discussion followed. It was the consensus of the Council to consider the parking lot idea. Mr. Gordon advised that Staff would get an estimate to include it in the budget.

- Mayor Mulhollem shared that the budget should include improvements to the five-acre parcel of land on the west side of the park. Discussion followed.
- Suggestions for five-acre parcel of park land:
  - Building for group meetings.
  - Basketball court.
  - Park maintenance building for equipment.
- Mr. Gordon shared that there are plans to move the house on the five-acre parcel and the possibility of a cell tower in the back corner of the parcel. He noted that he contacted Susan Hatchell, Landscape Architect, for a new rendering of the master park plans for both sides of the park.

Due to time, it was the consensus of the Board that the groups from the first budget planning retreat held in February share the expenditure discussions at the upcoming April 4, 2022 Regular Town Council Meeting.

Ms. Batten asked the Board to please contact her or Mr. Gordon with any questions.

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**5. ADJOURNMENT ~ MAYOR MULHOLLEM**

- a) Having no further business, Mayor Mulhollem adjourned meeting at 8:45 p.m.**
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Matthew B. Mulhollem, Mayor

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Kim P. Batten, Town Clerk



## Regular Council - Minutes Monday, April 4, 2022

**COUNCIL PRESENT:**

Mayor Mulhollem  
Mayor Pro Tem Castleberry  
Council Member Bruton  
Council Member Jackson  
Council Member Purvis  
Council Member Wilson

**STAFF PRESENT:**

Mike Gordon, Town Administrator  
Marcus Burrell, Town Attorney  
Julie Maybee, Town Planner  
Kim P. Batten, Finance Officer/Town Clerk

**COUNCIL ABSENT:**

**GUEST PRESENT:**

Brendan McKittrick, CPA, CISA Director, James Moore & Co.

**1. WELCOME/CALL TO ORDER:**

**a) Invocation**

Mayor Mulhollem called the meeting to order at 6:38 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Archer Lodge, NC and declared a quorum present. Council Member Jackson offered the invocation.

**b) Pledge of Allegiance**

Mayor Mulhollem led in the Pledge of Allegiance to the US Flag.

**2. APPROVAL OF AGENDA:**

**a) Mayor Mulhollem requested that Agenda Item 12. Adjournment, be changed to Closed Session and add Agenda Item 13. Adjournment.**

**Mayor Mulhollem called for a motion to approve agenda.**

**Once agenda was approved, Attorney Burrell noted that the motion should have been worded to Approve Amended Agenda by Changing Item 12. Adjournment to Closed Session and Add Item 13. Adjournment. Mayor Mulhollem called for a second motion as stated.**

Moved by: Council Member Wilson  
Seconded by: Council Member Jackson

**Approved agenda.**

CARRIED UNANIMOUSLY

Moved by: Council Member Jackson  
Seconded by: Mayor Pro Tem Castleberry

**Approved to Amend Agenda by Changing Item 12. Adjournment to Closed Session and Add Item 13. Adjournment.**

CARRIED UNANIMOUSLY

**3. OPEN FORUM/PUBLIC COMMENTS:**

(Maximum of 30 minutes allowed; 3 minutes per person)

- a) **Mr. Brian Lewis of 72 Crystal Pt., Sanford, NC greeted Council and informed that he is a Candidate for District Court Judge for Lee, Harnett, and Johnston Counties. He briefly shared about his background, qualifications, and motivations to serve as District Court Judge. He shared that he would appreciate everyone's vote at the Tuesday, May 17, 2022, Primary Elections.**

Mayor Mulhollem thanked Mr. Lewis for coming and for his years of service in the Air Force.

**4. PRESENTATION:**

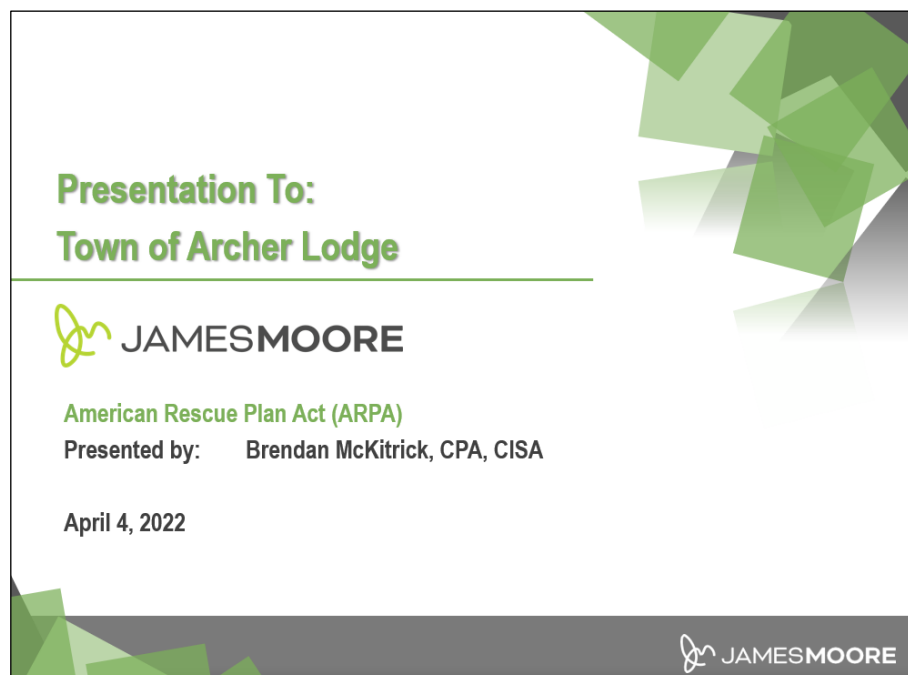
- a) **ARPA Reporting & Compliance Consulting Services by:**



American Rescue Plan Act (ARPA)

Presented by: Brendan McKitrick, CPA, CISA

Mr. McKitrick, remotely, shared that he is the Director at James Moore & Co., P.L. with five offices based out of North Central Florida and thanked everyone for the opportunity to talk with Staff and Council. He shared the following presentation regarding the American Rescue Plan Act (ARPA) funds:



## Interim Final Rule – May 2021

### Reminder: Four Key Eligible Use Categories

The American Rescue Plan provides four major categories of eligible uses to tackle the broad range of public health and economic challenges caused or exacerbated by the COVID-19 emergency.

- 1 **Public Sector Revenues**
  - Providing government services up to the amount of revenue loss due to the pandemic
- 2 **Public Health & Economic Response**
  - Responding to COVID-19's public health impact, along with its economic harms
- 3 **Premium Pay for Essential Workers**
  - Offering additional support to workers who bear the greatest health risks because of their service in critical sectors
- 4 **Water, Sewer & Broadband Infrastructure**
  - Providing funding to critical water and sewer projects, along with high-speed broadband infrastructure

Recipients have requested greater flexibility, simplicity & clarity in the final rule to respond to new pandemic needs and make transformative investments



## Final Rule - January 2022

### Approach to the Final Rule

Treasury's final rule provides greater flexibility and simplicity for recipients to turn the tide on the pandemic, maintain vital public services amid revenue shortfalls, and build a strong, resilient, and equitable recovery.

#### KEY NEW FEATURES IN THE FINAL RULE

- 1 **Public Sector Revenues**
  - Major simplification for thousands of recipients through the **\$10 million revenue loss standard allowance**
- 2 **Public Health & Economic Response**
  - Providing a **broader set of eligible uses** for impacted and disproportionately impacted populations
  - Clarifying that reasonably proportional **capital expenditures** may be allowable (e.g., affordable housing, hospitals)
- 3 **Premium Pay for Essential Workers**
  - **Streamlining options to provide premium pay** by broadening the share of essential workers who can receive premium pay without a written justification
- 4 **Water, Sewer & Broadband Infrastructure**
  - **Expanding water and sewer projects** that are eligible
  - **Broadening eligible broadband investments** to allow recipients to address access, affordability & reliability challenges



## Standard Allowance

- Government services generally include any service traditionally provided by a government unless Treasury has stated otherwise
- Easier to think of what's excluded:
  - Reduce tax revenue
  - Pension contributions
  - Debt service
  - Rainy day fund
- Simplification of process and reporting requirements
- One time election!



## ARPA Reporting and Compliance

- Preparation of all required reporting on the Treasury's online portal under the standard allowance
- Assistance in preparation of accounting policy or internal memo
- Assembly of a final audit package related

 JAMESMOORE

## Questions?



 JAMESMOORE

### Points of Interest Noted:

- Key features in final rule:
  - \$10 million revenue loss standard allowance.
  - A broader set of eligible uses.
  - Streamlining options to provide premium pay.
  - Expanding water and sewer projects
  - Broadening eligible broadband investments.
- Excluded from ARPA Funds:
  - Reduce tax revenues
  - Pension contributions
  - Debt service
  - Rainy Day fund
- Final ruling was released in January 2022, that loosened restrictions on using funding.
- Streamlines reporting to the treasury.
- Elections for standard allowance must be completed by April 30, 2022, if not, the Town will have to go back to the original way to spend.
- Benefits of using the James Moore & Company:
  - Help with reporting and compliance to the Treasury allowing the Town to focus on how to spend the funds.
  - Help with any supportive documentation for final package for auditors.
  - Help create any internal memos or policies.

Discussion followed regarding ARPA Reporting and Compliance Consulting Engagement Letter provided by James Moore & Co., P.L. which explains the engagement objectives, town's responsibilities, James Moore & Co., Inc.'s responsibilities, non-attest services, engagement timeline and other engagement terms.

Council had additional questions for Mr. McKitrick, and he noted that James Moore currently works with UNC Wilmington, East Carolina University, and on procedures annually for the NCAA. Mr. McKitrick would be the contact person for the town, and Mr. Zach Chalifour, CPA, Leader of Government Services Team, is available too as needed for ARPA information.

No further discussion. Mayor Mulhollem and Ms. Batten thanked Mr. McKitrick for his presentation.

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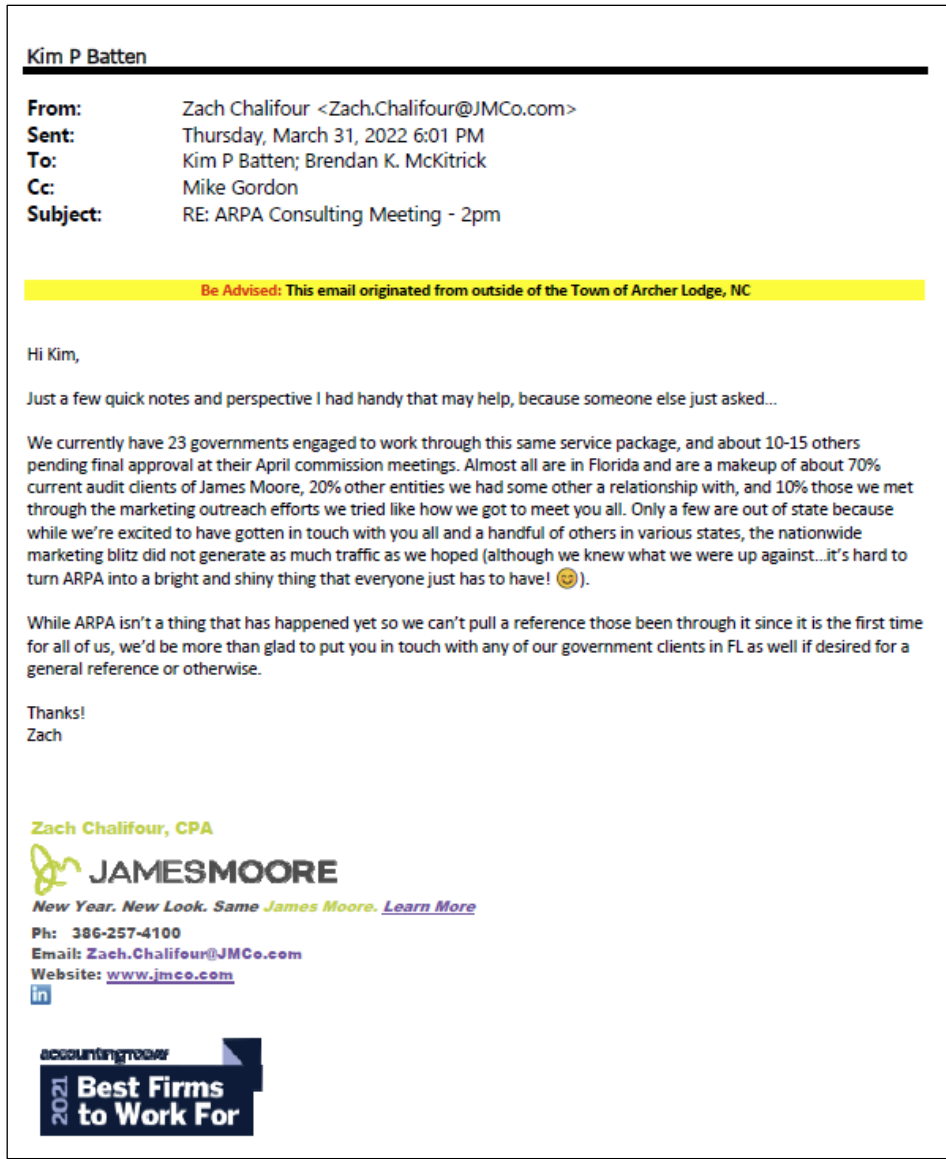
**5. DISCUSSION AND POSSIBLE ACTION ITEMS:**

**a) Discussion and Consideration of Engaging James Moore & Co., P.L. with Reporting and Compliance Consulting Services with Additional Elective Add-On Services related to the American Rescue Plan Act (ARPA) Funds.**

Ms. Batten shared that after receiving a marketing call from a representative with James Moore & Co., P.L. with regards to ARPA funds, a virtual meeting was scheduled to discuss further. Ms. Batten and Mr. Gordon attended the virtual meeting with Mr. McKitrick and Mr. Chalifour to see what James Moore & Co., P.L. had to offer the town. Ms. Batten noted that during their remote meeting they discussed the same information that Mr. McKitrick had just shared with Council in the PowerPoint presentation.

Ms. Batten read an email from Mr. Chalifour regarding James Moore & Co., P.L. references which appears as follows:





Ms. Batten informed that she had contacted a NC CPA firm for the same services and after meeting with them remotely for approximately one hour, they provided a DRAFT engagement letter but no quote which was odd. Staff and Council Member Purvis advised that the NC firm will not provide all the services that will be provided by the James Moore & Co., P.L.

Discussion followed:


- Beneficial for the Town to hire a third party to assist with ARPA Funding.
- Concerns with the Town not using the services provided by Triangle J Council of Government (TJCOG)
  - Mr. Gordon responded that he contacted TJCOG and was told a representative would contact him, but no one has contacted him. Staff shared that after having done research they found that TJCOG is looking at providing software to assist in reporting, but the Town is needing someone to handle the reporting and follow the IRS guidelines.
- Mayor Mulhollem shared that he sees both sides regarding contacting TJCOG for help or using James Moore & Co. services which is almost like having in-house help. He noted that the ARPA funding falls outside of normal operations and there would be risks unless the town hired legal and reliable sources to help administer the funds by the federal deadline of December 31, 2026.
- Ms. Batten asked that Attorney Burrell review the Engagement Letter with James Moore & Co. for clarification.
- Mayor Mulhollem asked Attorney Burrell if Hewett Law Group was aware of any other municipalities in the county that were seeking to engage with similar firms for ARPA services. Mr. Burrell shared that he wasn't aware of any, but he would inquire.



- Ms. Batten recommended utilizing the funds to one or two projects due to the documentation that is required and added that the Town ARPA Fund is set up in the financial software.
- Attorney Burrell confirmed that he would review the engagement letter with James Moore & Co., P.L. within the next couple of days and that the vote to approve would be contingent on his findings.

Mayor Mulhollem called for a motion to engage James Moore & Co., P.L. with reporting and compliance consulting services with additional elective add-on services related to ARPA funds contingent on Attorney Burrell's findings.

Approved Engagement Letter appears as follows:

**JAMESMOORE**

March 14, 2022

Town of Archer Lodge, NC  
Attn: Kim Batten, Finance Officer/Town Clerk  
Via E-Mail: [kim.batten@archerlodgenc.gov](mailto:kim.batten@archerlodgenc.gov)

**RE: ARPA Reporting and Compliance Consulting Engagement Letter**

Dear Ms. Batten:

We are pleased to provide the Town of Archer Lodge, NC (the Government) with reporting and compliance consulting services related to the Government's Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) from the American Rescue Plan Act (ARPA). This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide as it relates to assistance with the Government's reporting of its CSLFRF funds and internal compliance and accountability. This engagement between you and our firm will be governed by the terms of this letter.

**Engagement Objectives**

You have requested that we perform ARPA CSLFRF reporting and compliance consulting services as described below:

- Preparation of all required reports through the United States Treasury's online portal for the Government's use of ARPA CSLFRF funds in accordance with the Government's plan to elect the standard allowance for revenue replacement for the use of 100% of the ARPA CSLFRF award.
- Assistance in the development of an official accounting policy or internal memo related to the Government's planned usage of the economic impact of the ARPA CSLFRF funds.
- Assembly of a final audit package related to the usage of the ARPA CSLFRF funds that can be provided to your auditors for single audit purposes.

**Your Responsibilities**

In order for us to perform the above services, we will need the following assistance:

- Assistance in establishing a member of our team as an authorized user to prepare reports through the Treasury's portal.
- Trial balance and/or general ledger reports and applicable supporting documentation, as requested.
- Final review, approval, and submittal of reports and internal policy/memo document.

The sufficiency of the consulting services we provide is solely the responsibility of the Government. Consequently, we make no representation regarding the sufficiency of the procedures to be performed. Our recommendations regarding procedures to be performed and the results of the procedures performed are dependent on the accuracy and completeness of the representations and information that we receive from your personnel. Accordingly, inaccurate or incomplete information could result in inaccurate findings or inappropriate recommendations, and critical recommendations may not be identified. Any reports we issue

Town of Archer Lodge, NC  
March 14, 2022  
Page 2

to you as a result of this consulting engagement are solely intended for the use of the Government, and should not be used by anyone other than those specified parties. We will not provide any legal services.

You are responsible for ensuring compliance with all applicable ARPA and Federal guidance, and making all management decisions and responsibilities and for designating an individual, with suitable skills, knowledge, and experience to oversee any nonattest services that we provide. You are responsible for: accepting responsibility for the results of the services performed, including decisions regarding implementation of any recommendations provided by us; making all management decisions and performing all management functions; evaluating the adequacy and results of the services performed; and establishing and maintaining internal controls as well as monitor ongoing activities.

**Our Responsibilities**

We will perform our services in accordance with the Statement on Standards for Consulting Services and the Code of Professional conduct issued by the American Institute of Certified Public Accountants. Such services are not intended to represent an audit, examination, attestation, financial forecast or projection, special report or agreed-upon procedures engagement as those services are defined in AICPA literature applicable to such engagements. Accordingly, these services will not result in the issuance of a written communication to third parties by us regarding financial data or internal controls, expressing a conclusion, or providing any form of assurance.

The engagement is limited to the professional services outlined above. James Moore & Co., P.L., in its sole professional judgement, reserves the right to refuse to take any action that may be construed as making management decisions or performing management functions on your behalf. However, we may provide advice and recommendations to assist management in performing its functions and making decisions. Our engagement does not include any procedures designed to detect errors, fraud, or theft. Therefore, our engagement cannot be relied upon to disclose such matters.

Upon completion of our procedures, we will provide a copy of any final deliverables included in this engagement, including the final accounting policy/memo language and internal audit package for single audit purposes.

**Nonattest Services**

We will perform the following nonattest services: preparation of ARPA CSLFRF program reports to be submitted to the U.S. Treasury and related internal reporting package; preparation of an internal policy/memo related to the usage of such funds. With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the Government. However, we will provide advice and recommendations to assist management of the Government in performing its responsibilities. The Government's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Kim Batten) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. Our firm may advise the Government with regard to different matters, but the Government must make all decisions with regard to those matters.

Town of Archer Lodge, NC  
March 14, 2022  
Page 3

**Engagement Timeline**

We expect to perform these procedures in accordance with the following timeline:

- *Upon Execution of Agreement: Project Kickoff and Planning*
  - o Initial setup within the Treasury’s portal to ensure proper access is available to file the required reports.
  - o Submittal of client survey related to planned usage of funds, accounting policy preferences, and other key information to aid us in the development of the accounting policy/internal memo.
- *By April 30, 2022: Filing of Initial Project and Expenditure Report*
  - o Determination of usage of funds for general government expenditures to meet the applicable compliance requirements for usage of funds earned under the standard allowance for revenue replacement, expected to equal 100% of award.
  - o Submittal of report.
- *By May 31, 2022: Completion of Internal Accounting Policy/Memo and Final Audit Package*
  - o Final edits of accounting policy/memo for use by the Government.
  - o Completion of final audit package summarizing compliance and with supporting documentation for single audit purposes.
- *Ongoing: Subsequent Reporting Deadlines*
  - o Submittal of subsequent reports through the Treasury portal, as required, in succeeding years.

**Other Engagement Terms**

Zach Chalifour is the service leader for the services specified in this letter. His responsibilities include supervising James Moore & Company’s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign any reports we issue to you as part of this engagement.

Our fee for these services will be \$5,900. Our services will be billed according to the following milestone schedule:

Milestones (in expected order of completion)	Percentage of Total Fee Due
At Execution of Engagement Letter	30%
Upon Filing Treasury P&E Report Due April 30, 2022	20%
Submittal of Internal ARPA Audit Package	20%
Submittal of Internal ARPA Accounting Policy/Memo	20%
Upon Completion of Final Report Due to U.S. Treasury	10%

The above fees are based upon the Government’s planned usage of the \$10 million standard allowance for revenue replacement for the full ARPA CSLFRF award amount. Should the plan for use of these funds change, or additional reporting and compliance requirements not in effect at the time of this letter by instituted by the Treasury, our fees may be subject to change. In such case, no additional work shall be performed without advance discussion and approval of any additional fees.

Town of Archer Lodge, NC  
March 14, 2022  
Page 4

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of additional services and the estimated price. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter. While we would be more than glad to discuss a custom service plan to best meet your needs, specific services related to this engagement that may be added on at your request are as follows:

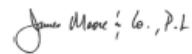
Elective Add-on Service	Fee
Presentation to Elected Officials – In Person	\$1,000 + travel costs + travel time at \$100/hour
Presentation to Elected Officials – Remote	\$750
Project Accounting & Reporting – Accounting & Final Report	\$7,500
Project Accounting & Reporting – Interim Report	\$2,000 each

This engagement letter may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days' notice of their intention to terminate the engagement. If work has been partially completed toward an identified milestone at the time of termination, a final billing shall be made based on the amount of actual time incurred.

You agree to release, indemnify, defend, and hold us harmless from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our proposal. If you have any questions, please let us know. If you agree with the terms of our proposal as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



JAMES MOORE & CO., P.L.

**RESPONSE:**

This letter correctly sets forth the understanding of the Town of Archer Lodge, NC.

By:   
Michael A. Gordon

Title: Town Administrator

Date: April 4, 2022

Moved by: Council Member Jackson  
Seconded by: Council Member Purvis

**Approved Engaging James Moore & Co., P.L. with Reporting and Compliance Consulting Services with Additional Elective Add-On Services related to the American Rescue Plan Act (ARPA) Funds, Pursuant to a Favorable Legal Review of the Engagement Letter.**

CARRIED UNANIMOUSLY

- b) Discussion and Consideration of**
  - 1) Calling a Special Meeting for the Purpose of Hearing and Conducting a Quasi-Judicial Public Hearing on a Special Use Permit Application submitted by Piedmont Natural Gas Co, Inc, a NC Corporation to be held Monday, April 18, 2022, at 6:30 PM and**
  - 2) Delaying the Work Session Previously Scheduled for the Same Date and Time to Beginning Five Minutes Following the Close of the Special Meeting Allowing Time for a Break.**

Mayor Mulhollem read the agenda item and Ms. Maybee confirmed that the statement did not need anything added. Ms. Maybee noted that the special use permit was for a Piedmont Natural Gas regulator station.

Mayor Mulhollem opened the floor for questions. Having none, Mayor Mulhollem called for a motion.

Moved by Council Member Jackson  
Seconded by: Council Member Purvis

**Called a Special Meeting for the Purpose of Hearing and Conducting a Quasi-Judicial Public Hearing on a Special Use Permit Application**

submitted by Piedmont Natural Gas Co, Inc, a NC Corporation, to be held Monday, April 18, 2022, at 6:30 p.m.

CARRIED UNANIMOUSLY


c) Discussion and Consideration of Adopting Budget Amendment for Fiscal Year Ending June 30, 2022 (BA 2022 02).

Ms. Batten shared that the budget amendment is for the General Fund because some expenditures need to be reappropriated and unanticipated revenues have been received. No further discussion.

Adopted Budget Amendment (BA 2022 02) appears as follows:

BA 2022 02

Town of Archer Lodge  
Fiscal Year Ending June 30, 2022



Budget Amendment # BA 2022 02  
Date: 04-Apr-22

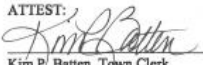
Gen Fund/Cap Res Fund/Park Res Fund/Public Safety Res Fund/ARPA Grant Fund

Account	Account Number	Budget	Amendment	Amended Budget
<b>Revenues:</b>				
Gen/2018 Property Taxes	10-3118-0000	-	10.00	10.00
Gen/2019 Property Taxes	10-3119-0000	-	50.00	50.00
Gen/2020 Property Taxes	10-3120-0000	-	390.00	390.00
Gen/2021 Property Taxes	10-3121-0000	755,000.00	13,000.00	768,000.00
Gen/2021 Vehicle Taxes	10-3121-0120	105,000.00	14,000.00	119,000.00
<b>Total Increase (Decrease) in Revenues</b>			<b>27,450.00</b>	
<b>Expenditures:</b>				
Gen/Admin/Salaries (Part-Time)	10-4120-1220	19,500.00	13,500.00	33,000.00
Gen/Admin/FICA Taxes	10-4120-1810	13,700.00	1,000.00	14,700.00
Gen/Admin/Retirement	10-4120-1820	21,000.00	1,500.00	22,500.00
Gen/Admin/Codification	10-4120-2700	7,725.00	4,500.00	12,225.00
Gen/Admin/Capital Outlay	10-4120-5100	70,000.00	(43,250.00)	26,750.00
Gen/Admin/Tax Collection Fees (NC & JoCo)	10-4140-4950	25,000.00	1,000.00	26,000.00
Gen/Public Bldgs/Insurance Property & Liability	10-4190-4500	1,100.00	300.00	1,400.00
Gen/Public Bldgs/Capital Outlay	10-4190-5100	95,000.00	(95,000.00)	-
Gen/Public Safety/Contracted Services-Fire Department	10-4300-3500	348,000.00	15,000.00	363,000.00
Gen/Public Works/Road Signs/Banners	10-4510-3590	10,000.00	5,000.00	15,000.00
Gen/P & Z/Salaries (Part-Time)	10-4910-1220	43,000.00	850.00	43,850.00
Gen/Parks & Rec/Salaries (Part-Time)	10-6120-1220	17,500.00	(13,500.00)	4,000.00
Gen/Parks & Rec/FICA Taxes	10-6120-1810	1,400.00	(1,000.00)	400.00
Gen/Parks & Rec/Retirement	10-6120-1820	2,200.00	(1,500.00)	700.00
Gen/Parks & Rec/Social Media Services	10-6120-3360	600.00	800.00	1,400.00
Gen/Parks & Rec/Capital Outlay	10-6120-5100	-	138,250.00	138,250.00
<b>Total Increase (Decrease) in Expenditures</b>			<b>27,450.00</b>	


Justification for Budget Amendment:  
To appropriate or reappropriate unanticipated revenues and expenditures as recorded.


Adopted this 4th day of April 2022

ATTEST:

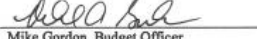


Kim P. Batten, Town Clerk





Matthew B. Mulhollem, Mayor



Mike Gordon, Budget Officer

Moved by: Council Member Wilson  
Seconded by: Mayor Pro Tem Castleberry  
**Adopted Budget Amendment for Fiscal Year Ending June 30, 2022 (BA 2022 02).**

CARRIED UNANIMOUSLY

6. TOWN ATTORNEY'S REPORT:

- a) Attorney Burrell shared the following:
- Reminded that the past few meetings he discussed revamping citation fees for ordinance violations, specifically Animal Control Ordinances.
  - The Town of Clayton is looking at revamping their fines/fees schedule within the next month to match the Johnston County fines/fees schedule, and suggested the Town of

**Archer Lodge do the same as a cooperative effort and for consistency.**

- **Reminded everyone that the Animal Control Officer works for Clayton and Archer Lodge.**

Mayor Mulhollem recommended matching the Johnston County Fee Schedule.

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**7. TOWN ADMINISTRATOR'S REPORT:**

**a) Mr. Gordon shared the following:**

**Town Park:**

- **Reminded everyone that Wednesday, April 6, 2022, is the Groundbreaking Event for the Town Park at 4:00 p.m.**
- **JM Daniels Construction Co., Inc started working at the Town Park on Monday, April 4, 2022.**
- **Ms. Batten asked that Council RSVP their invitations to the Groundbreaking.**

**Cell Tower:**

- **The original cell tower company, which was on a prior agenda, has contacted Ms. Maybee regarding a stealth tower.**
- **Attorney Burrell agreed to contact other municipalities with cell towers and get information on fees being charged.**

**Town of Clayton:**

- **He and Ms. Batten met with the Town of Clayton on Monday, April 4, 2022, to discuss a joint venture for July 4th celebration. It was noted that a partnership would be with ALCC and not the town. Discussion followed.**
- **Town of Clayton's \$110MM sewer upgrade package has turned into a \$235MM package.**
- **Advised the Town of Clayton that Archer Lodge was still interested in sewer if funding is available.**

**Johnston County:**

- **Mr. Gordon met with a Johnston County Regionalization Feasibility Study representative to find out what is being done for wastewater and asked that Archer Lodge be included in the study.**

Mayor Mulhollem opened the floor for questions and there were none.

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**8. FINANCIAL/TOWN CLERK'S REPORT:**

**a) Continuation of Budget Retreat Discussion Items**

Ms. Batten mentioned that an updated Johnston County Tax scroll was received since discussing revenues at the last budget meeting in March with a slight change in ad valorem taxes.

Regarding expenditures, Ms. Batten suggested reviewing by departments instead of individual line items:

- **Governing Body**
  1. Increase governing body salaries \$50/month
  2. Subscriptions increasing due to population change
- **Administration**
  1. COLA
  2. Slight increase in benefits for dental/vision

3. No vehicle lease, but copier is leased
4. Ms. Batten mentioned attending a Spring Tour sponsored by NCLM regarding all types of insurances they provide. An increase in property and liability insurance due to costs of materials
- **Johnston County Tax Collections**
  1. Increase amount as reflected on the recent budget amendment.
- **Legal** will increase amount by \$3,000
- **Property Tax** on Leased Equipment will be slightly lower
- **Public Buildings**
  1. Supplies & LP Gas needs to increase due to inflation
  2. Contracted Services will be increased
  3. Property/Liability will increase has mentioned
- **Peg Media/EWTV** will be slightly lower based annual formula used
- **Public Safety**
  1. Animal Control Supplies needed a slight increase
  2. Animal Control Contracted Services needed a slight increase by \$500
- **Planning/Zoning**
  1. COLA
  2. Code Enforcement Services should decrease to \$1,000
  3. Certifications/Memberships have increased
- **Public Works**
  1. Streetlights will need to increase to \$10,000 in hopes to add more in town and possibly Castleberry Rd. Duke Energy has been in town and researched with Mike on locations
  2. Professional fees
  3. Sidewalk/curb/gutter project needs to remain; waiting on bill from NCDOT
  4. Decorative streetlights along the sidewalks and install
- **Parks and Rec**
  1. Full-Time salaries for new positions Parks & Recreation Director and Parks Maintenance Specialist (not sure when the positions will start)
  2. COLA
  3. Professional services will need to stay close to \$30,000 due to park related items
  4. Social media will have a slight increase due to park related items
- **Debt Service** will decrease slightly based on debt schedules and those schedules were not given to assist with the amounts. Ms. Batten noted that she'll handle that department.
- **Fund Transfers** will be completed by staff

No further discussion.

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## 9. **PLANNING/ZONING REPORT:**

### a) **Planning | Zoning | Projects | Updates**

Ms. Maybee reported the following:

- Permits have increased by 75% in comparison to last year.
- Low on lots for Single Family Dwellings.
- Upcoming next Fiscal Year - Castleberry Subdivision - 32 Building Lots.
- Lot of Solar Panels, Residential Additions, and Accessory Buildings this past year.
- Text Amendments approved March 2022
- Items coming up for discussion:
  - UDO Provisions pertaining to removal of Planning Board review of Special Use Permits (SUP) as recommended by the School of Government.
  - Special Use Permit for Piedmont Natural Gas Co. - 10 Mile Gas Pipeline Project.



- One Variance request from the Watershed Provisions regarding impervious surface.
- Chad Meadows will attend the April 18, 2022, Work Session and will be discussing the 160D Comprehensive Land Use Plan updates, goals and, looking at the possibility of an ETJ.

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**b) Code Enforcement**

Ms. Maybee reported the following:

- Working with Attorney Burrell on Animal Control Ordinance as he discussed previously.
- Following up on public nuisance reports.
- Sending a courtesy letter in regard to placement of Election Signs.
- Waiting to receive city-wide speed limits from NCDOT and discuss what the process will be.

Mayor Mulhollem opened the floor for questions and there were none.

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**10. MAYOR'S REPORT:**

- a) **Mayor Mulhollem informed every one of the County Wide Clean-Up Day and Adopt-A-Highway that Ms. Sarah Bunn, Friends of Johnston County Parks, has coordinated. The Archer Lodge event will be held two days beginning Friday, April 22, 2022, thru Saturday, April 23, 2022.**

**Shared that he is looking forward to the Town Park Groundbreaking, Wednesday, April 6, 2022, at 4:00 p.m.**

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**11. COUNCIL MEMBERS' REMARKS:**

(non-agenda items)

- a) **Council Member Bruton shared that it was good to be back and see smiling faces. She appreciated everyone's well wishes and thanked everyone for their patience while she was attending remotely.**

- b) **Council Member Wilson expressed appreciation for everyone's thoughts and prayers during his recent stay in the hospital and thanked the Town for the meals that were provided for him and his family. He shared that he is a person living with Parkinson's Disease and asked that everyone remember April as Parkinson's Awareness Month.**

- c) **Council Member Jackson shared that he was glad to see Council Member Bruton and Council Member Wilson back in person.**

- d) **Mayor Pro Tem Castleberry reiterated Council Member Jackson's remarks and added that they were missed.**

- e) **Council Member Purvis was glad to have Council Member Bruton and Council Member Wilson in person and expressed that it was good to have a "Full House."**

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**12. CLOSED SESSION**

- a) **Attorney Burrell advised that pursuant to NCGS § 143-318.11 (a)(6) Council is authorized to enter into close session to discuss personnel matters.**

Moved by: Council Member Wilson  
Seconded by: Council Member Jackson

**Approved to Enter Into Close Session at 9:17 p.m.**

CARRIED UNANIMOUSLY

Moved by: Council Member Wilson  
Seconded by: Council Member Purvis

**Approved to Return to Open Session at 9:33 p.m.**

CARRIED UNANIMOUSLY

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**13. ADJOURNMENT:**

- a) **Having no further business, Mayor Mulhollem asked for a motion to adjourn meeting.**

Moved by: Mayor Pro Tem Castleberry  
Seconded by: Council Member Wilson

**Adjourned meeting at 9:34 p.m.**

CARRIED UNANIMOUSLY

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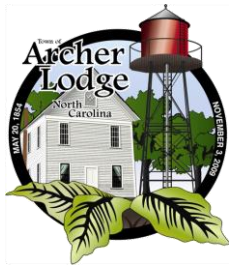
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Matthew B. Mulhollem, Mayor

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Kim P. Batten, Town Clerk



**Work Session - Minutes  
Monday, April 18, 2022**

**COUNCIL PRESENT:**

Mayor Mulhollem  
Mayor Pro Tem Castleberry  
Council Member Bruton  
Council Member Jackson  
Council Member Purvis  
Council Member Wilson

**STAFF PRESENT:**

Mike Gordon, Town Administrator  
Marcus Burrell, Town Attorney  
Julie Maybee, Town Planner  
Kim P. Batten, Finance Officer/Town Clerk

**COUNCIL ABSENT:**

**GUESTS PRESENT:**

Chad Meadows, CodeWright Planners, LLC

Page

**1 WELCOME/CALL TO ORDER:**

- a) **Mayor Mulhollem called the meeting to order at 8:17 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Archer Lodge, NC and declared a quorum present.**  
*Please note that this meeting followed the Special Meeting of a Quasi-Judicial Public Hearing on a Special Use Permit Application by Piedmont Natural Gas Co., Inc.*

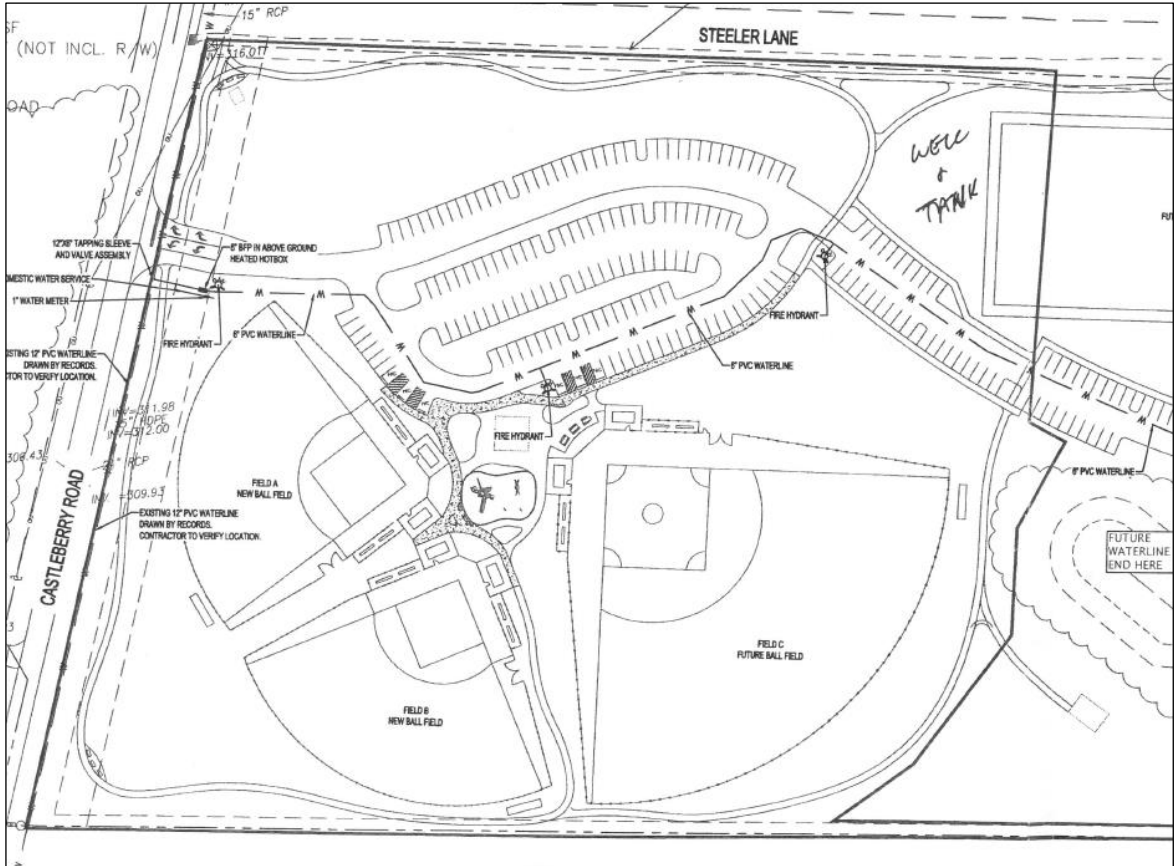
**2 OLD BUSINESS:**

**a) Town Administrator - Update on Town Park**

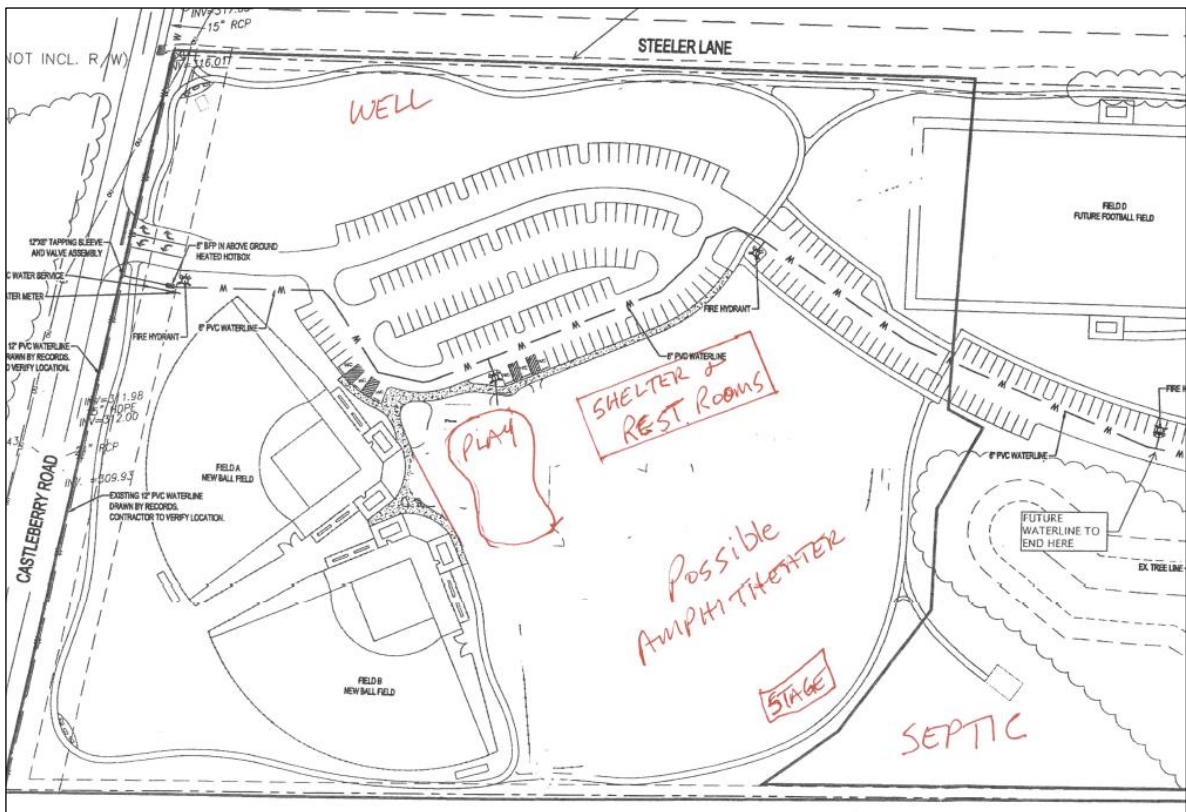
Mr. Gordon presented Council the following Town Park update:

- A few issues with the ground at the entrance of the Park, but after soil specialists assisted, those have been resolved.
- Council Members were provided with the Park Master Plan Drawing of Phase 1 and an updated drawing with proposed revisions shown in **RED**. Those drawings appear as follows:

Current Master Plan Phase 1 appears as follows:



Proposed Plan Revisions to Phase 1 appears as follows:



- Proposed plan revisions for phase 1:
  - Remove "Field C" Ball Field (wasn't in the PARTF Project) allowing the possibility of having an open space area for an amphitheater or outdoor classroom.
  - Allows more room for a shelter with two restrooms
  - Increase playground area and include a couple of pieces of equipment that is ADA compliant.
- Progress on the Park is moving forward with proposals from Susan Hatchell Landscape Architecture, PLLC for amending phase 1 of the Park Master Plan and preparing a site plan for the five-acre tract across the street regarding the farmhouse, potential maintenance building and cell tower. All proposals are contingent on funding.

- JM Daniels Construction Co. will possibly be on site for two months.
  - Grading plans are currently being tweaked for drainage and piping to hold down the costs on the baseball field package.
- 

**3      NEW BUSINESS:**

- 4 - 32            a)      Review the status of goals outlined in the Comprehensive Land Use Plan, discuss future goals, and Extra Territorial Planning Jurisdiction (ETJ) around the Town of Archer Lodge, NC.**

Chad Meadows led the introductory discussion of a Comprehensive Land Use Plan (CLUP) update with a PowerPoint presentation which appears after the signature page of the minutes.

He discussed the following pertaining to CLUP:

- Overview
- Purpose
- Function
- Requirements
- Observations
- Updating Land Use Plan
- Questions/Discussion

Discussion followed to update and not re-write the plan. Mr. Meadows and Ms. Maybee suggested having an informal meeting with Council to include the Archer Lodge Planning Board in May or June. Staff will plan for a future meeting. Nothing further was discussed.

[Archer Lodge CLUP update 04.18.22](#)

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**4      ADJOURNMENT:**

- a)      Having no further business, Mayor Mulhollem adjourned meeting at 9:26 p.m.**
- 

\_\_\_\_\_  
Matthew B. Mulhollem, Mayor

\_\_\_\_\_  
Kim P. Batten, Town Clerk



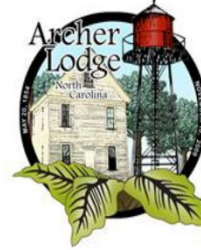
# COMPREHENSIVE PLAN UPDATE

Introductory discussion



# Overview

- Comprehensive Plans, Generally
- Archer Lodge 2030 Comprehensive Land Use Plan
- Update Effort
- Next Steps



## Town of Archer Lodge

North Carolina's Newest Town

Recommended to the Planning Board by the Steering Committee on 10-14-14  
 Recommended to the Town Council by the Planning Board on 12-17-14  
 Adopted by the Town Council after a public hearing on 03-09-15



# 2030

## Comprehensive Land Use Plan

*Adopted March 9, 2015*

# Comprehensive Plans, Generally

## Comprehensive Plans - Purpose

1. A document guiding the future actions of a community
2. Establishes the community's vision for its future
3. Describe the community's goals and objectives for the future
4. Identifies the actions needed to reach those future goals



# Comprehensive Plans, Generally

## Comprehensive Plans - Function

1. Establishes continuity over differing administrations
2. Balances competing private interests
3. Protect public investment
4. Protects resources (natural, cultural, etc.)
5. Shapes the community's appearance
6. Promotes economic development
7. Provides justification for decisions

# Comprehensive Plans, Generally

## Comprehensive Plans - Requirements

NCGS Section 160D-500(a):

- *As a condition of adopting and applying zoning regulations under this Chapter, a local government shall adopt and reasonably maintain a comprehensive plan or land-use plan.*
- *A comprehensive or land-use plan is intended to guide coordinated, efficient, and orderly development within the planning and development regulation jurisdiction based on an analysis of present and future needs.*

# Comprehensive Plans, Generally

## Comprehensive Plans - Requirements

NCGS Section 160D-500(c):

- *Plans adopted under this Chapter shall be advisory in nature without independent regulatory effect.*
- *Plans adopted under this Chapter shall be considered by the planning board and governing board when considering proposed amendments to zoning regulations as required by G.S. 160D-604 and G.S. 160D-605.*

# Comprehensive Plans, Generally

## Comprehensive Plans - Requirements

Contents of a land use plan and the timing of its update are left up to the discretion of the local government

*But*

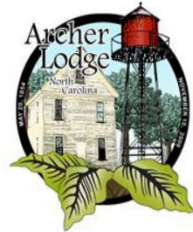
*Must be reasonable* in light of the growth and development conditions occurring in the local government

(pg. 77 indicates plan updates should take place every 5 years)

# Archer Lodge Land Use Plan


Adopted in April 2015  
(7 years old)

- Includes Plan Text in 5 chapters
- Includes Future Land Use Map
- Includes Environmental Elements Map
- Public survey results



**Town of Archer Lodge**  
North Carolina's Newest Town

Recommended to the Planning Board by the Steering Committee on 10-14-14  
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**2030**  
Comprehensive Land Use Plan

*Adopted March 9, 2015*

# Archer Lodge Land Use Plan

## Plan Text

- ❑ **Chapter 1: Plan Introduction**
- ❑ **Chapter 2: Who We Are**  
Population/demographics/survey results
- ❑ **Chapter 3: Where do We Want to be**  
Community Vision
- ❑ **Chapter 4: Plan Elements**  
Existing conditions & goals in 6 topic areas
- ❑ **Chapter 5: How do We Get There**  
Action Plan, Use Categories, Monitoring

# Archer Lodge Land Use Plan

## Community Survey Results (p. 36)

(completed in Sept 2013)

- ▣ Prefer rate of growth to increase slightly or stay the same
- ▣ Protect/rebuild/restore historic properties
- ▣ Like small town atmosphere and recreational events
- ▣ Want to remain a small town with residential growth, limited commercial growth, low taxes



# Archer Lodge Land Use Plan

## Community Vision (p.38)

*“Today and into the future the Town of Archer Lodge, will be a peaceful, family oriented, active community that looks to retain our small-town, agricultural character, meeting the needs of our current and future residents and businesses.”*

# Archer Lodge Land Use Plan

## Chapter 4: Plan Elements

### 1. Community Development

Goal: Strive to maintain a peaceful, family oriented active community (p. 41)

### 2. Workforce Development

Goal: Foster job training & business opportunities that meet the needs of the Town's citizens and businesses (p. 42)

### 3. Infrastructure

Goal: Offer diverse and continually improving leisure and recreational opportunities for citizens of all ages and interests, improve the quality of life of citizens, and promote healthy living and a healthy population (p. 46)

### 4. Economic Development

Goal: Meet the needs of current and future businesses while maintaining "village" characteristics (p. 46)

### 5. Environmental Resources

### 6. Land Uses

# Archer Lodge Land Use Plan

## Chapter 5. How do we get there: The Action Plan

**Goal: Archer Lodge will strive to maintain a peaceful, family oriented active community.**

Objective: Archer Lodge will continue to have a small town feel and be a safe place to live		
<i>Action Items</i>	<i>Partners</i>	<i>Timeframe</i>
Inform and support with branding and advertising efforts	Town of Archer Lodge, Johnston County Tourism Authority	Short-term
Develop aesthetic non-residential building, streetscaping, landscaping, site development, parking and sign guidelines to have the desired community appearance	Town of Archer Lodge Planning Board and Town Council, Realtors, Developers	Short-term
Provide events that encourage community involvement		On-going
Objective: Encourage historic preservation, restoration and rebuilding		
<i>Action Items</i>	<i>Partners</i>	<i>Timeframe</i>
Organize a Historical Resources Committee (HRC)	Town of Archer Lodge, Archer Lodge Community Center, Johnston County Heritage Center	Short-term
Identify, inventory and recognize historically significant properties as defined by HRC and provide National Registry and land conservancy information to land owners	Town of Archer Lodge, NC Farm Bureau, J. Co. Heritage Center, NC Dept of Agriculture	Medium-term
Utilize "Preservation NC" as a historical resource partner	Town of Archer Lodge, Preservation NC	Short-term
Seek out and provide information of state and federal tax credits and incentives for rebuilding and restoring buildings	Town of Archer Lodge, Preservation NC and NC Economic Development Center	Short-term
Promote historically significant properties i.e. lighted tours of historic areas at holidays	Town of Archer Lodge	Long-term

# Archer Lodge Land Use Plan

## Chapter 5: Action Plan

### □ Community Development (11 actions)

Blend of items related to land use and other aspects (new aesthetic standards, HRC, conservation by design, taxes, volunteerism)

### □ Workforce Development (6 actions)

Little relationship to land use

### □ Infrastructure (14 actions)

(trails, recreational CIP, open space FIL, recreation plan, infrastructure statement, stormwater regs., joint use with schools)

### □ Economic Development (4 actions)

(business promotion, farmer's market committee, public sewer plan)

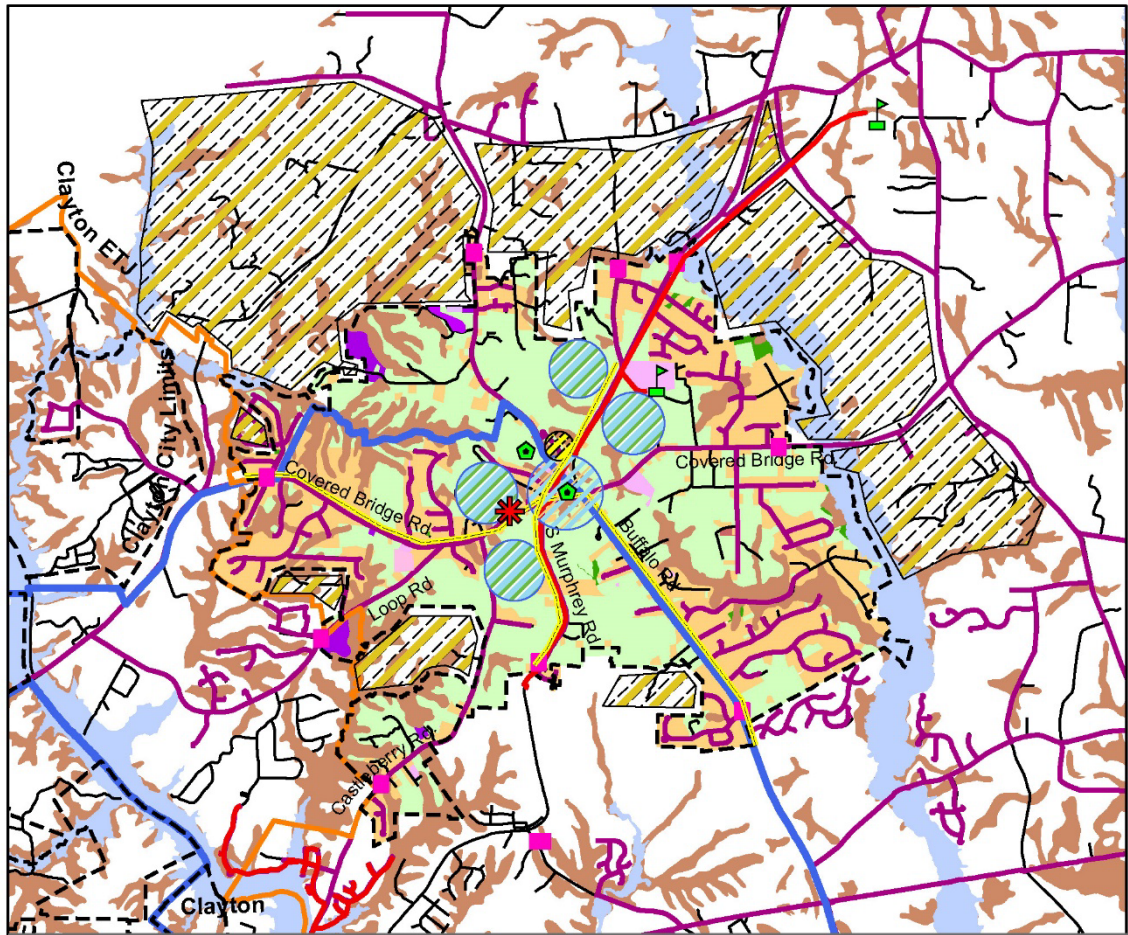
# Archer Lodge Land Use Plan

## Chapter 5: Action Plan

### Land Use Categories

1. Agriculture
2. Open Space
3. Neighborhood Business, Community Business & Offices
4. Institutional and Public
5. Residential
  - Low to medium density, Suburban density, Mixed use
6. Gateway Corridors & Special Focus
  - Covered Bridge & Buffalo Roads

# Archer Lodge FLUM



## Town of Archer Lodge, North Carolina Future Land Use Map

### Legend

- |                                       |                 |  |
|---------------------------------------|-----------------|--|
| Possible Future Growth                | Residential     | Waterlines                                     |
| Possible Future Residential Growth    | Commercial      | Sewer  |
| Possible Small Commercial & Mixed Use | Institutional   | 100 Year Flood Plain                           |
| Governmental                          | Ded Open Space  | Protected Water Supply Watershed               |
| Future Bike/WalkWay                   | Undeveloped     | Soil Limitations (severe wetness/perks slowly) |
| School                                | Historical Site | Fire Station                                   |
|                                       | Gateway         |  |



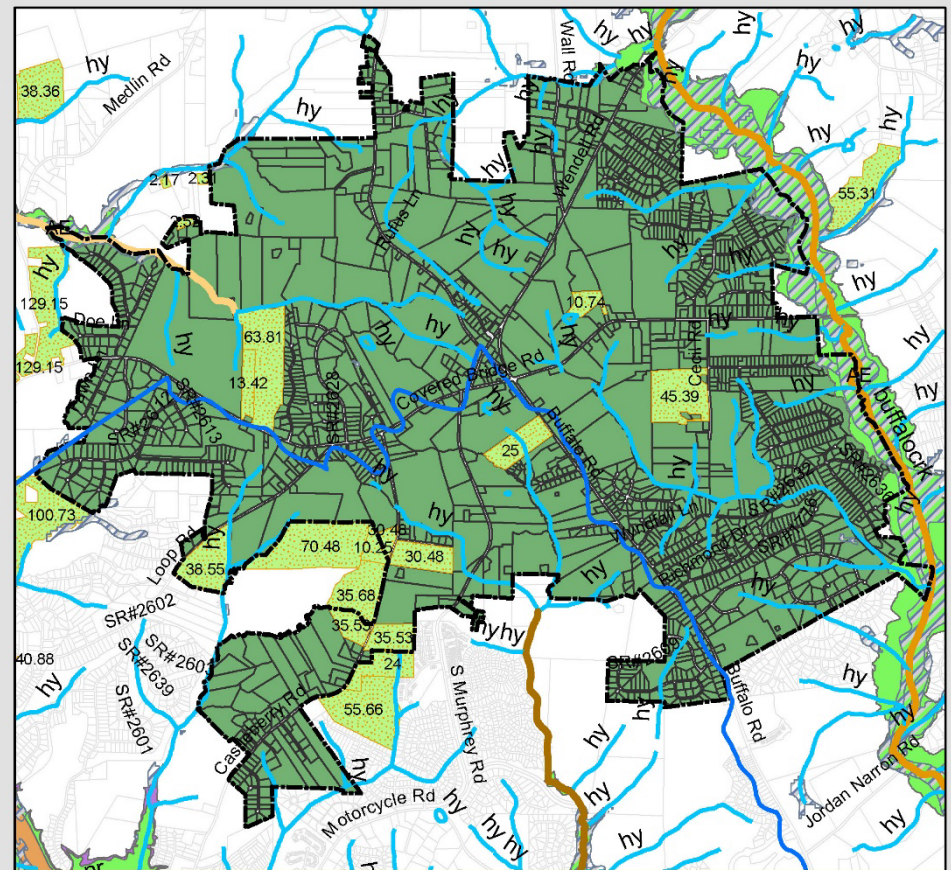
5,300 Feet

Public Concensus From Community Wide Survey - February 2011

1. Residential - Ru/Ag with large to medium size lots
2. Encourage small maintreet type businesses at town center and other areas
3. Allow mixed uses - residential/offices/small scale commercial within walking distance
4. Preserve environmental resources
5. Document historic sites
6. Encourage bike/walk ways on private and public lands
7. Keep the town rural in character



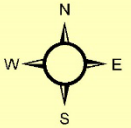
# Archer Lodge Environmental Elements



## Town of Archer Lodge, N.C. Environmental Elements Map

### Legend

- Archer Lodge Town Limits
- Big Arm Creek (Perennial Stream)
- Buffalo Creek (Perennial Stream)
- Mill Creek- (Perennial Stream)
- hy-Intermittent Stream
- Neuse River Watershed WS-IV
- Flood Hazard Areas - Verify Information By Town Adopted Flood Maps
  - A - Special Flood Hazard Area Inundated by 100-Year Flood
  - AE - Special Flood Hazard Area Inundated by 100-Year Flood
  - AEFW - Floodway Area - Special Flood Hazard Area Inundated by 100-Year Flood
  - SHADED X - Areas determined to be 500-year floodplain
- Wetlands
- Voluntary Agricultural District- In Acres



Map data is believed to be accurate and should be verified by user.  
Data received from most current GIS data from Johnston County, NC and NC One Map

Map Prepared by Z.L. Nichols  
NC Community Planning Division  
Central Regional Office  
6-21-2012

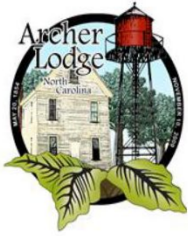
0 1,375,2,750 5,500 Feet



# Land Use Plan Observations

18

- 7 years old – update due
- Population/demographic data is from 2010
- Made some progress on plan objectives, including new UDO
- Continuing/accelerated growth rates
- Complete 540  
<https://www.ncdot.gov/projects/complete-540/Pages/default.aspx>
- Clayton ETJ expansion



# Town of Archer Lodge

North Carolina's Newest Town

Recommended to the Planning Board by the Steering Committee on 10-14-14  
Recommended to the Town Council by the Planning Board on 12-17-14  
Adopted by the Town Council after a public hearing on 03-09-15



## 2030

### Comprehensive Land Use Plan

*Adopted March 9, 2015*

# LAND USE PLAN UPDATE

# Land Use Plan Update

- Reasons
- Tasks
- Next Steps

# Land Use Plan Update - Reasons

21

- 2020 Census data is available
- Can add some details on permitting trends
- Need to update the population projections

## 2030 Archer Lodge Comprehensive Land Use Plan

The second projection was made utilizing the **geometric projection method**. This projection method is based on previous percentage increases in population from prior censuses. The base percentage increase for this projection was derived by adding the percentage increases or decreases together for each census between 2010 and 2013 and dividing the resulting by 4 (the number of data points). The resulting number was then used to estimate the 2020 and 2030 populations. (2.5%)

Table 2.2: Town of Archer Lodge Population Projections (2020-2030)

Year	Constant Share Projection	Geometric Projection
2011 (Actual)	4,393	4,393
2020	5,381	5,486
2030	6,726	7,023
Growth Total	2,333	2,630

Source: US Census Bureau – 2010

These estimates are merely projections, based on past trends, and vary due to dependent factors. The Constant Share Projection method is based on the growth of the County, which is expected to continue its trend of large population increases, due in part to the continual growth of the Raleigh-Durham metropolitan area. If the Town of Archer Lodge continues to retain its 2.5% average percentage of Johnston County's total population, it is probable that the Town will see a significant population increase, in excess of 2,630 people, in the next 20 years. These methods are based entirely on past trends in the Town of Archer Lodge population growth, measured in percentages and actual number of people. In reality, the actual population of the Town of Archer Lodge may vary from these projections based on numerous dependent factors such as voluntary annexation, job creation or loss, and development policy decisions.



# Land Use Plan Update - Reasons

## □ Check in with Community on Vision and Mission

### *Chapter III: Where do we want to be?*

#### *A. Community Vision and Mission Statements*

The first step in identifying what Archer Lodge would like to look like and be today and in the future is to create a community Vision Statement and Mission Statement. The Vision Statement articulates the type of community the Town is striving to become, the ideal destination. This Vision Statement builds on the community assets that were identified in the community survey and public workshop and looks to improve upon those areas that were identified as community challenges or weaknesses.

The next component is the Mission Statement. The Mission Statement defines the route required to arrive at the destination expressed in the Vision Statement. The Town's core values are expressed in both statements, creating a formula to fulfill those values.

#### *Vision Statement*

*"Today and into the future the Town of Archer Lodge, will be a peaceful, family oriented, active community that looks to retain our small-town, agricultural character, meeting the needs of our current and future residents and businesses."*

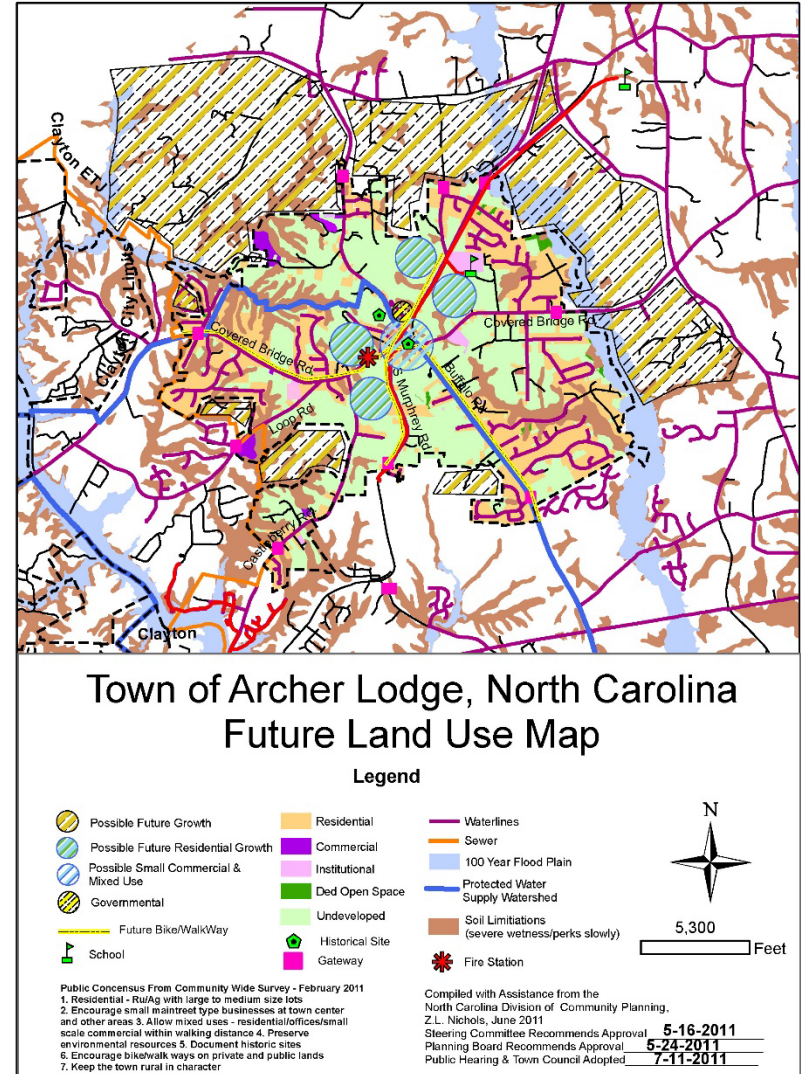
#### *Mission Statement*

*"The Town of Archer Lodge is a community that honors and embraces its rich cultural heritage and past, pursues healthy living in the present and looks for opportunities of molding future growth into the town's core values. Archer Lodge is home to many natural resources and open-agricultural land. With an eye toward planning future growth the Town will protect these resources."*

# Land Use Plan Update - Reasons

23

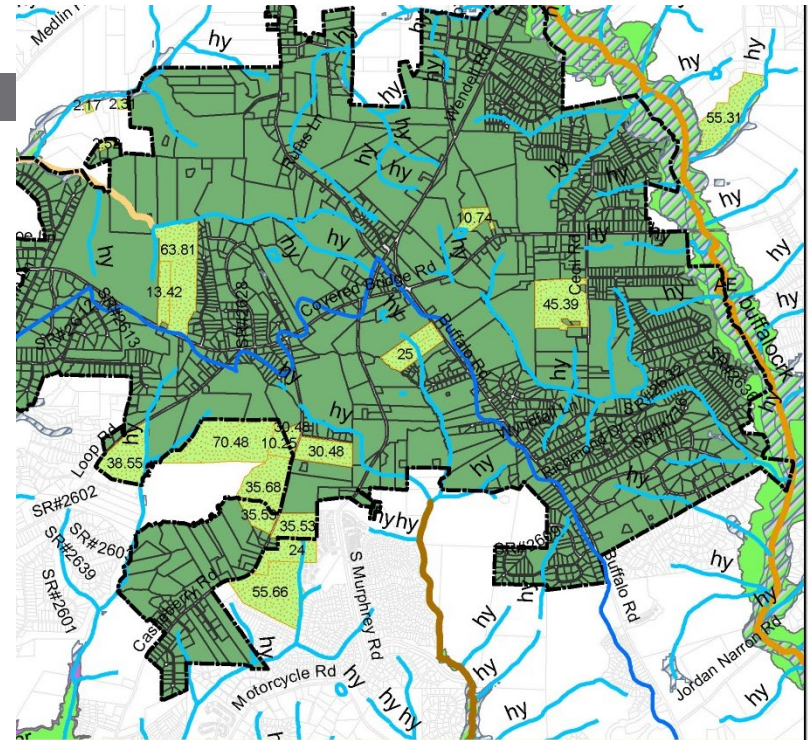
- Ensure sufficient detail on land use classes





# Land Use Plan Update - Reasons

- Ensure adequate conservation measures are in place



Town of Archer Lodge, N.C.  
Environmental Elements Map

**Legend**

- Archer Lodge Town Limits
- Big Arm Creek (Perennial Stream)
- Buffalo Creek (Perennial Stream)
- Mill Creek - (Perennial Stream)
- hy-Intermittent Stream
- Neuse River Watershed WS-IV

**Flood Hazard Areas - Verify Information By Town Adopted Flood Maps**

- A - Special Flood Hazard Area Inundated by 100-Year Flood
- AE - Special Flood Hazard Area Inundated by 100-Year Flood
- AEFW - Floodway Area - Special Flood Hazard Area Inundated by 100-Year Flood
- SHADED X - Areas determined to be 500-year floodplain
- Wetlands
- Voluntary Agricultural District- In Acres

0 1,375 2,750 5,500 Feet

Map Prepared by Z.L. Nichols  
Community Planning Division  
Central Regional Office  
6-21-2012



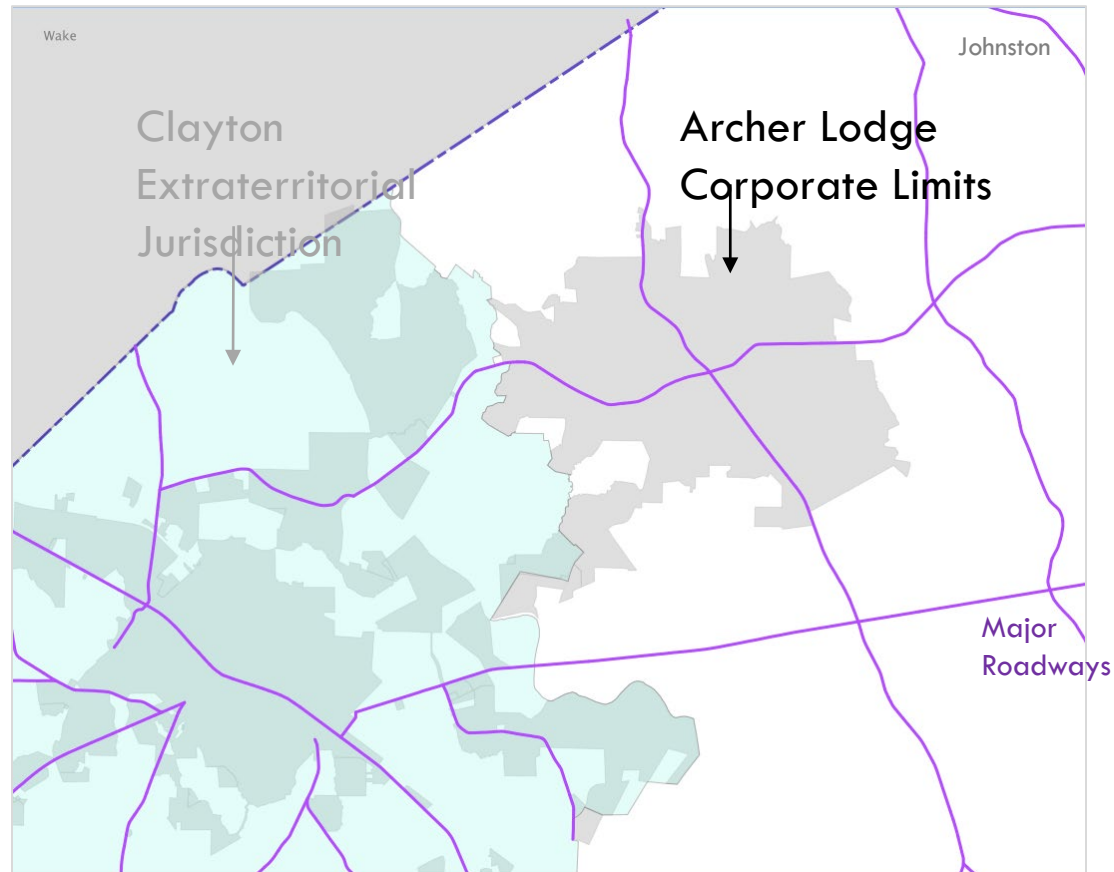
# Land Use Plan Update - Reasons

## □ Address contemporary issues

□ Traffic

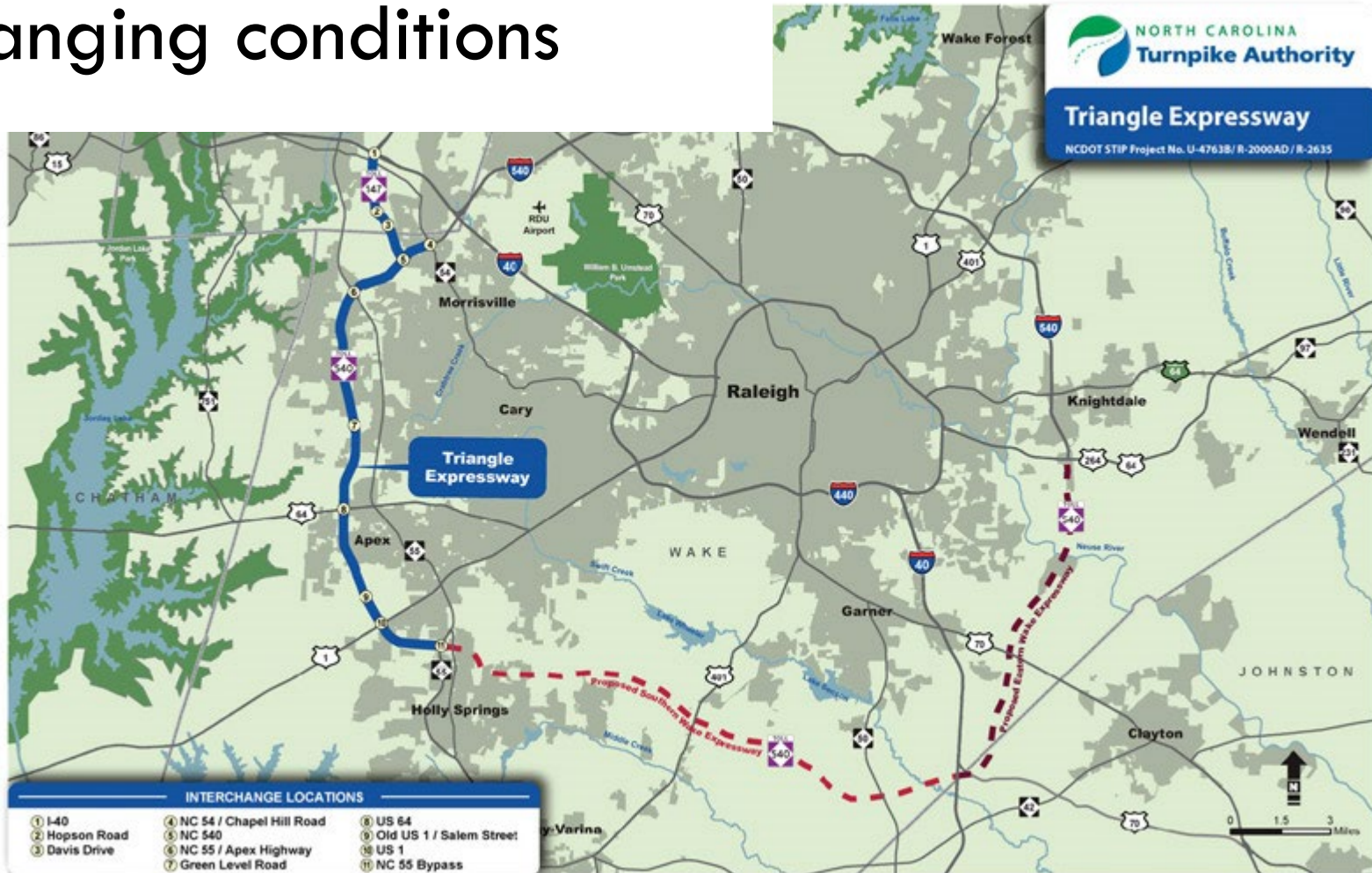
□ Sewer

□ Area planning



# Land Use Plan Update - Reasons

## □ Changing conditions



# Land Use Plan Update - Tasks

27

1. **Town Council Work session**  
Review and update areas of inquiry
2. **Data Update**  
Population, permitting, projections
3. **Public Forum**  
Vision, mission, top 3 future goals
4. **On-line Survey**  
Follow up on forum input
5. **Draft Text**
6. **Adoption**

# Land Use Plan Update – Next Steps

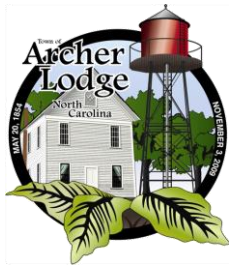
Consider a working session to review current Land Use Plan, talk about aspects to address in the update

Would like to accomplish in May or June, if Council is willing



# QUESTIONS / DISCUSSION

Comprehensive Plan Update Initiative



**Regular Council - Minutes  
Monday, May 2, 2022**

**COUNCIL PRESENT:**

Mayor Mulhollem  
Mayor Pro Tem Castleberry  
Council Member Bruton  
Council Member Jackson  
Council Member Purvis  
Council Member Wilson

**STAFF PRESENT:**

Mike Gordon, Town Administrator  
Marcus Burrell, Town Attorney  
Julie Maybee, Town Planner  
Kim P. Batten, Finance Officer/Town Clerk

**COUNCIL ABSENT:**

**MEDIA PRESENT:**

None

**1. WELCOME/CALL TO ORDER:**

**a) Invocation**

Mayor Mulhollem called the meeting to order at 6:30 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Archer Lodge, NC and declared a quorum present. Council Member Jackson offered the invocation. Council Member Jackson offered the invocation.

**b) Pledge of Allegiance**

Mayor Mulhollem led in the Pledge of Allegiance to the US Flag.

**2. APPROVAL OF AGENDA:**

**a) No changes or additions.**

Moved by: Council Member Wilson  
Seconded by: Council Member Jackson

**Approved Agenda.**

CARRIED UNANIMOUSLY

**3. OPEN FORUM/PUBLIC COMMENTS:**

(Maximum of 30 minutes allowed; 3 minutes per person)

**a) No Public Comments.**

**4. DISCUSSION AND POSSIBLE ACTION ITEMS:**

**a) Discussion and Consideration of Adopting a Grant Project Ordinance for the State Capital and Infrastructure Fund (SCIF) Directed Grant ~ (Ordinance# AL2022-05-1)**

Ms. Batten reported that a Grant Project Ordinance must be adopted in order to receive the State Capital and Infrastructure Fund (SCIF) Directed



Grant as was done for the ARPA Grant Funds. She noted that the SCIF directed grant funds would be in a separate fund and gave special thanks to NC House Representative Donna White for making these funds available to the Town. Mayor Mulhollem opened the floor for discussion. No discussion followed.

Mayor Mulhollem called for a motion to adopt the Grant Project Ordinance.

Adopted Grant Project Ordinance for the State Capital and Infrastructure Fund (SCIF) Directed Grant, Ordinance# AL2022-05-1 appears as follows:

ORDINANCE# AL2022-05-1

**TOWN OF ARCHER LODGE  
GRANT PROJECT ORDINANCE FOR THE  
STATE CAPITAL AND INFRASTRUCTURE FUND (SCIF) DIRECTED GRANT**

**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 adopted:

Section 1. This ordinance is to establish a budget for the SCIF grant project being funded by the North Carolina General Assembly's 2021 Appropriations Act, Session Law (SL) 2021-180, Committee Report Reference H49, Item 497 for Capital Improvements of Park Facilities and Land, as amended by SL-2021-189.

Section 2. These funds may be used in accordance with the requirements set by the grant, and to the extent authorized by North Carolina state law.

Section 3. The following amounts are appropriated for the project and authorized for expenditure:

SCIF Contracted Services	\$	850,250
<b>Total</b>	<b>\$</b>	<b>850,250</b>

Section 5. The following revenues are anticipated to be available to complete the project:

SCIF Directed Grant	\$	850,000
Investment Earnings		250
<b>Total</b>	<b>\$</b>	<b>850,250</b>

Section 6: The Finance Officer is hereby directed to maintain within the SCIF 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 7. The Finance Officer is hereby directed to report on the financial status of the project as needed by the Town Council.

Section 8. Copies of the grant project ordinance shall be on file with the Finance Officer and Town Clerk for direction in carrying out this project.

Section 9. This grant project ordinance expires when all the SCIF funds have been expended by the Town.

**DULY ADOPTED THIS, THE 2ND DAY OF MAY 2022.**

TOWN OF ARCHER LODGE ATTEST:

  
 Matthew B. Mulhollem, Mayor  
 (SEAL)



  
 Kim P. Batten, Town Clerk

Moved by: Council Member Wilson

Seconded by: Mayor Pro Tem Castleberry

**Adopted a Grant Project Ordinance for the State Capital and Infrastructure Fund (SCIF) Directed Grant, Ordinance# AL2022-05-1, as presented.**

CARRIED UNANIMOUSLY

**b) Discussion and Consideration of Adopting Budget Amendment for Fiscal Year Ending June 30, 2022 ~ (BA 2022 03).**


Ms. Batten reported that this budget amendment was to create the SCIF Directed Grant Fund 43 as well as appropriating unanticipated investment earnings and reappropriating expenditures within the ARPA Fund 42 as shown. Mayor Mulhollem opened the floor for discussion. No discussion.

Mayor Mulhollem called for a motion to adopt Budget Amendment, BA 2022 03, as presented.

Adopted Budget Amendment (BA 2022 03) appears as follows:

BA 2022 03

Town of Archer Lodge  
Fiscal Year Ending June 30, 2022



Budget Amendment # BA. 2022 03  
Date: 02-May-22

General Fund/ARPA Fund/State Capital & Infrastructure Fund (SCIF) Grant

Account	Account Number	Budget	Amendment	Amended Budget
<b>Revenues:</b>				
Gen/State Capital & Infrastructure Fund (SCIF) Grant '22	10-3482-0000	-	850,000.00	850,000.00
ARPA/Investment Earnings	42-3831-0000	-	650.00	650.00
SCIF/Investment Earnings	43-3831-0000	-	250.00	250.00
SCIF/Transfer From General Fund	43-3900-3910	-	850,000.00	850,000.00
<b>Total Increase (Decrease) in Revenues</b>			<b>1,700,900.00</b>	
<b>Expenditures:</b>				
Gen/Interfund Transfers: Transfer to SCIF Grant Fund 43	10-9900-0043	-	850,000.00	850,000.00
ARPA/Professional Fees	42-4120-1900	-	5,900.00	5,900.00
ARPA/Capital Outlay	42-4190-5100	1,050,427.00	(650,427.00)	400,000.00
ARPA/Contracted Services	42-6120-3500	-	100,000.00	100,000.00
ARPA/Contracted Services-Construction	42-6120-3550	-	545,177.00	545,177.00
SCIF/Contracted Services	43-6120-3500	-	300,000.00	300,000.00
SCIF/Contracted Services-Construction	43-6120-3550	-	550,250.00	550,250.00
<b>Total Increase (Decrease) in Expenditures</b>			<b>1,700,900.00</b>	
<p>Justification for Budget Amendment: To appropriate or reappropriate unanticipated revenues and expenditures as recorded.</p>				

Moved by: Mayor Pro Tem Castleberry  
Seconded by: Council Member Purvis

**Adopted Budget Amendment for Fiscal Year Ending June 30, 2022 (BA 2022 03) as presented.**

CARRIED UNANIMOUSLY

**5. TOWN ATTORNEY'S REPORT:**

- a) **Attorney Burrell reported the following:**
- **He and Ms. Maybee have revisited the ordinances regarding consolidating all violation fines for a more uniform charge across the board that will parallel to Johnston County's violation fee schedule. He noted that they are looking at presenting it to the Council Members at the next Council Meeting.**
  - **The cell tower company representatives that attended a prior Council Meeting are still interested in placing a cell tower in Archer Lodge. They submitted a preliminary draft lease to Attorney Burrell for review. He will be conferring with Mr. Gordon and Ms. Maybee regarding the draft lease.**



---

**6. TOWN ADMINISTRATOR'S REPORT:**

**a) Mr. Gordon reported the following:**

**Cell Tower Company:**

- He asked the Council for clarification on the type of cell tower they preferred, and Council Members confirmed that they were interested in a stealth tower. He assured the Council that the representative had agreed to install a stealth tower.
- He restated what Attorney Burrell mentioned earlier that the cell tower group was the same company that attended a prior Town Council Meeting.
- Mr. Gordon noted that Ms. Maybee was in the process of researching other cell tower companies and lease agreements.

**Town Park Update:**

- JM Daniels Construction is moving dirt in preparation for the park grounds.
  - The staff is working with Ms. Hatchell on plans for Phase 2 of the park.
  - Mr. Gordon is requesting quotes for a well, septic system, irrigation for fields, and in the future will be requesting quotes on a maintenance building/shelter.
  - He encouraged Council to visit the town park site.
- 

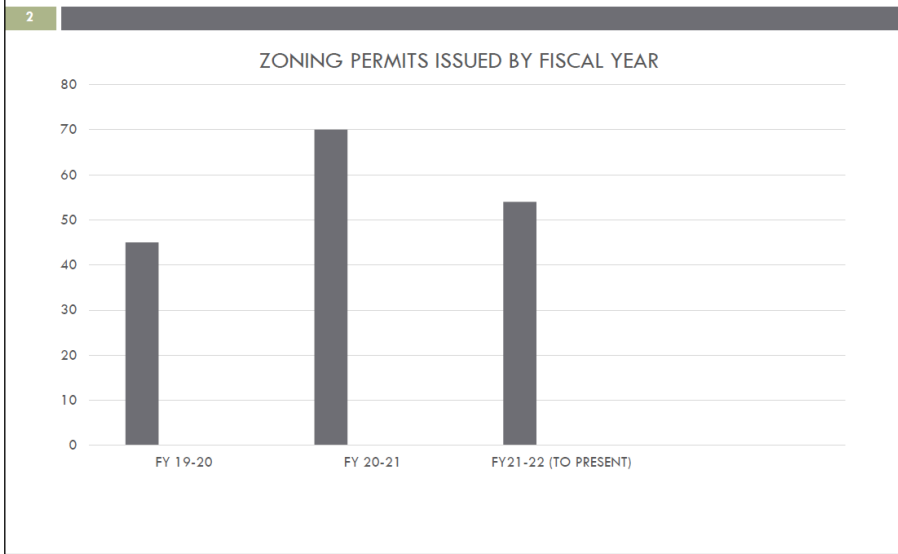
**7. PLANNING/ZONING REPORT:**

**a) Planning | Zoning | Projects | Updates**

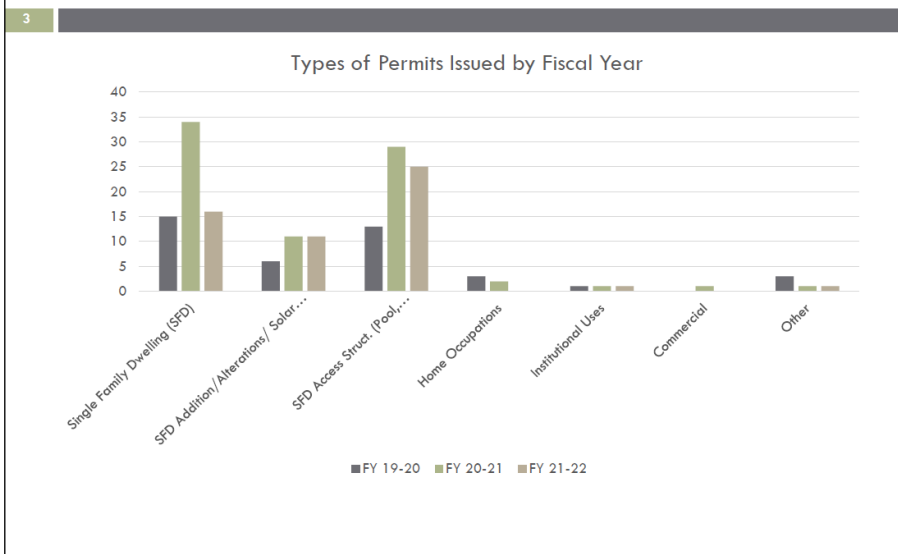
Ms. Maybee presented a PowerPoint presentation which appears as follows:




## Zoning Permits



## Permits Issued through 5.02.22



## Recent Adopted Text Amendments

- 4
- 
1. Clarity regarding bona fide farms (Approved 3-7-22)
  2. Simple and supermajority calculations for voting (Approved 3-7-22)
  3. Digital signatures on plats allowed (Approved 3-7-22)
  4. Limitation of gravel streets (Approved 3-7-22)
  5. Subdivision requirements summary table (Approved 3-7-22)

## Recent Adopted Text Amendments

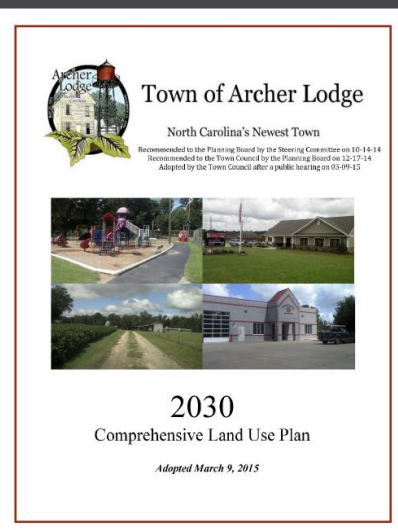
4

1. Clarity regarding bona fide farms (Approved 3-7-22)
2. Simple and supermajority calculations for voting (Approved 3-7-22)
3. Digital signatures on plats allowed (Approved 3-7-22)
4. Limitation of gravel streets (Approved 3-7-22)
5. Subdivision requirements summary table (Approved 3-7-22)

## Updates

6

- Special Use Permit – Piedmont Natural Gas Co., Inc. – Gas Regulator Station (Covered Court) – Approved by the Town Council on 4/04/22 with conditions
- Watershed (Variance (Minor) Request- Jonathan & Kaylie Cox - 109 Darcy Dr., Archer Lodge – May 18, 2022 - Quasi-Judicial Hearing Scheduled before Board of Adjustment (aka as Watershed Review Board.)



## LAND USE PLAN UPDATE

Discussed at Town Council 4.18.22 Work Session

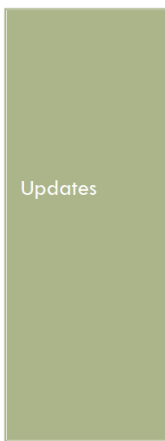
## Land Use Plan Observations

8

- 7 years old – update due
- Population/demographic data is from 2010
- Made some progress on plan objectives, including new UDO
- Continuing/accelerated growth rates
- Complete 540  
<https://www.ncdot.gov/projects/complete-540/Pages/default.aspx>
- Clayton ETJ expansion

## 160 D Comprehensive Plan Update

9

- 
1. April 18, 2022, Town Council Work Session Held  
<https://townofarcherlodge.civicweb.net/Portal/MeetingInformation.aspx?Org=Cal&Id=252>
  2. Follow up - Joint work session with Planning Board - July 2022 to discuss Comprehensive Plan Updates

## Land Use Plan Update

10

- Reasons
- Tasks
- Next Steps

## Land Use Plan Update - Reasons

11

- Check in with Community on Vision and Mission

2030 Archer Lodge Comprehensive Land Use Plan

### Chapter III: Where do we want to be?

#### A. Community Vision and Mission Statements

The first step in identifying what Archer Lodge would like to look like and be today and in the future is to create a community Vision Statement and Mission Statement. The Vision Statement articulates the type of community the Town is striving to become, the ideal destination. This Vision Statement builds on the community assets that were identified in the community survey and public workshop and looks to improve upon those areas that were identified as community challenges or weaknesses.

The next component is the Mission Statement. The Mission Statement defines the route required to arrive at the destination expressed in the Vision Statement. The Town's core values are expressed in both statements, creating a formula to fulfill these values.

#### Vision Statement

*"Today and into the future the Town of Archer Lodge, will be a peaceful, family oriented, active community that looks to retain our small-town, agricultural character, meeting the needs of our current and future residents and businesses."*

#### Mission Statement

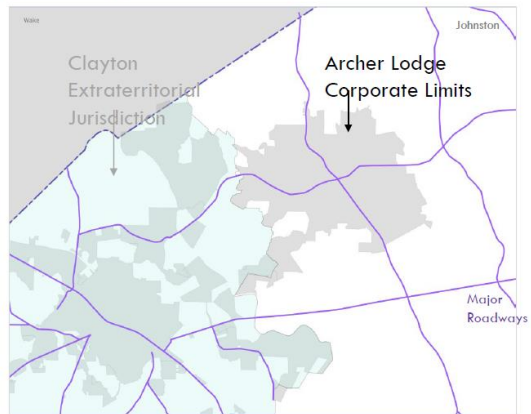
*"The Town of Archer Lodge is a community that honors and embraces its rich cultural heritage and past, pursues healthy living in the present and looks for opportunities of molding future growth into the town's core values. Archer Lodge is home to many natural resources and open-agricultural land. With an eye toward planning future growth the Town will protect these resources."*

38

## Land Use Plan Update - Reasons

12

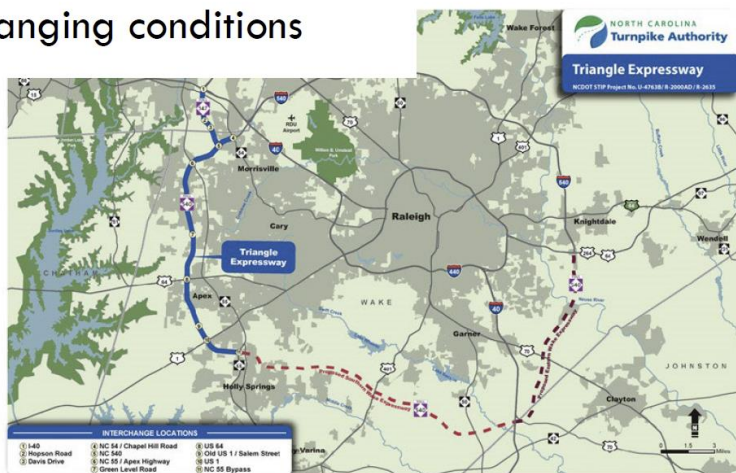
- Address contemporary issues
  - ▣ Traffic
  - ▣ Sewer
  - ▣ Area planning



## Land Use Plan Update - Reasons

13

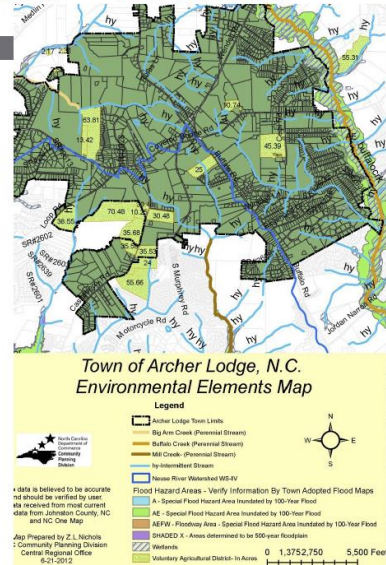
- Changing conditions



## Land Use Plan Update - Reasons

14

- Ensure adequate conservation measures are in place



## Land Use Plan Update - Reasons

15

- 2020 Census data is available
- Can add some details on permitting trends
- Need to update the population projections

2030 Archer Lodge Comprehensive Land Use Plan

The second projection was made utilizing the geometric projection method. This projection method is based on previous percentage increases in population from prior censuses. The base percentage increase for this projection was derived by adding the percentage increases or decreases together for each census between 2010 and 2013 and dividing the resulting by 4 (the number of data points). The resulting number was then used to estimate the 2020 and 2030 populations. (2.5%)

Table 2.2: Town of Archer Lodge Population Projections (2020-2030)

Year	Constant Share Projection	Geometric Projection
2011 (Actual)	4,355	4,355
2020	5,381	5,490
2030	6,720	7,024
Growth Total	2,333	2,630

Source: US Census Bureau - 2010

These estimates are merely projections, based on past trends, and vary due to dependent factors. The Constant Share Projection method is based on the growth of the County, which is expected to continue its trend of large population increases, due in part to the continual growth of the Raleigh-Durham metropolitan area. If the Town of Archer Lodge continues to retain its 2.5% average percentage of Johnston County's total population, it is probable that the Town will see a significant population increase, in excess of 2,630 people, in the next 20 years. These methods are based entirely on past trends in the Town of Archer Lodge population growth, measured in percentages and actual number of people. In reality, the actual population of the Town of Archer Lodge may vary from these projections based on numerous dependent factors such as voluntary annexation, job creation or loss, and development policy decisions.

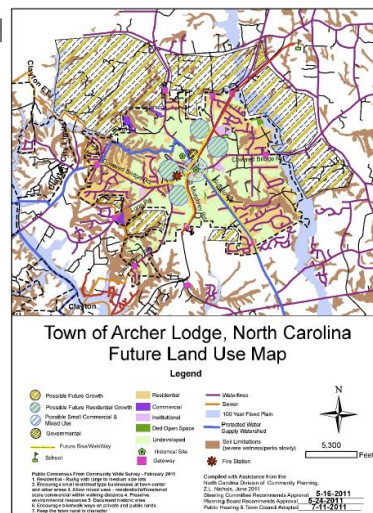


14

## Land Use Plan Update - Reasons

16

- Ensure sufficient detail on land use classes





**Land Use Plan Update - Tasks**

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17

1. **Town Council/Planning Board Work Session**  
Review and update areas of inquiry
2. **Data Update**  
Population, permitting, projections
3. **Public Forum**  
Vision, mission, top 3 future goals
4. **On-line Survey**  
Follow up on forum input
5. **Draft Text**
6. **Adoption**

**Zoning Permits Update:**

- Issued 54 permits this fiscal year versus 70 permits last fiscal year.
- The majority of the permits were approved for accessory buildings and solar panels.
- Almost all the permits for the recent new subdivisions have been issued.
- Issued permit for single-wide mobile home in mobile home park.
- Requests have been received for Bona Fide Farm uses.
- The process allowing digital signatures on permits and for the surveyors is helping to streamline the processes.
- Subdivision summary tables have been beneficial for clarification. People have expressed appreciation for having them available.
- Approved Piedmont Natural Gas Company's special use permit last month, but supporting documentation will be required before a zoning permit can be issued. She noted that information had been sent out to nearby property owners.
- The Board of Adjustment Review Board will have an upcoming special use permit (watershed) being considered on Darcy Drive for a minor variance due to exceeding the impervious surface. It will require a third-party engineer for certification of proper stormwater drainage.
- Working with Chad on the Comprehensive Land Use Plan updates and possibly presenting to the Town Council and Planning Board at the July 2022 Work Session for discussion.

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**b) Code Enforcement & Other Miscellaneous Items**

Ms. Maybee shared a PowerPoint Presentation and the page regarding code enforcement and other miscellaneous items appears as follows:

**Code Enforcement/Misc. Items**

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18

- Animal Control Ordinance – Update
  - Citations/Violations – Recommend Uniformity throughout Town Code.
- Public Nuisance – Follow up on ongoing enforcement efforts.
- NCDOT – Followed up with NCDOT on City wide speed limit information request.
- TCC MTG 5.5.22
- Southeast Area Study Kick off – 5.19.22 (Clayton Town Hall)
- Other

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Ms. Maybee reported the following:

- The Town fee schedules are being updated to be consistent with the Johnston County fee schedule related to animal control citations.
- Text amendments for the fine violation revisions will be discussed at a future meeting.
- CAMPO - Technical Coordinating Committee (TCC) will be meeting remotely on Thursday, May 5, 2022, regarding the Southeast Area Study (SEAS)
- Followed up with NCDOT regarding a city-wide speed limit, they need further clarification as to whether it would be appropriate to lower the speed limit.

Discussion followed.

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**8. MAYOR'S REPORT:**

**a) Mayor Mulhollem reported the following:**

- He participated with a group of 5 adults and 4 youths in the Adopt-A-Highway project on Saturday, April 23, 2022, and within a four-hour time span, they picked up 26 large bags of trash.
  - He mentioned that the drainage issues at the entrance of the Archer Lodge Community Center appear to be resolved. He thanked Staff and ALCC for requesting the repairs from NCDOT and JSmith Civil.
- 

**9. COUNCIL MEMBERS' REMARKS:**

(non-agenda items)

**a) Council Member Bruton had no remarks.**

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**b) Council Member Wilson mentioned the substantial number of homes being built near Archer Lodge Middle School on Wendell Road nearing the stop light.**

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**c) Council Member Jackson offered a bit of Archer Lodge trivia regarding Turnipseed Road being actually named after a family, but noted that Grasshopper Road was not. In addition, he advised the Board that he would not be available to attend any meetings in June, 2022, but could possibly be available remotely.**

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**d) Mayor Pro Tem Castleberry mentioned traffic congestion in Town.**

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**e) Council Member Purvis reminded everyone that Early Voting is underway at the Archer Lodge Community Center from 8:00 a.m. - 7:30 p.m., Monday - Friday. In addition, he stated that Family Fun Day at the Archer Lodge Community Center has been scheduled for Saturday, July 9, 2022, fireworks will be included.**

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**10. CLOSED SESSION:**

**a) Attorney Burrell advised that pursuant to NCGS § 143.318.11 (a)(6), Council is authorized to enter into closed session to discuss personnel matters.**

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Moved by: Council Member Jackson  
Seconded by: Council Member Purvis

**Approved to Enter Into Closed Session at 7:16 p.m.**

CARRIED UNANIMOUSLY

Moved by: Council Member Purvis  
Seconded by: Mayor Pro Tem Castleberry

**Approved to Return to Open Session at 7:28 p.m.**

CARRIED UNANIMOUSLY

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**11. ADJOURNMENT:**

a) **Having no further business, Mayor Mulhollem asked for a motion to adjourn meeting.**

Moved by: Council Member Wilson  
Seconded by: Council Member Jackson

**Adjourned meeting at 7:29 p.m.**

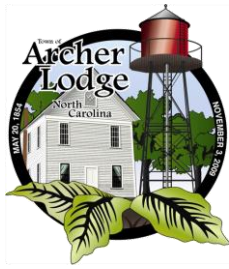
CARRIED UNANIMOUSLY

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Matthew B. Mulhollem, Mayor

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Kim P. Batten, Town Clerk



**Special Meeting - Minutes  
for the Purposes of:  
Discussion and Consideration of  
Items 2.a., 2.b., 2.c., 2.d., 2.e., and 3 below  
Wednesday, June 8, 2022**

**COUNCIL PRESENT:**

Mayor Mulhollem  
Mayor Pro Tem Castleberry  
Council Member Bruton  
Council Member Purvis (remotely)  
Council Member Wilson

**STAFF PRESENT:**

Mike Gordon, Town Administrator  
Marcus Burrell, Town Attorney  
Kim P. Batten, Finance Officer/Town Clerk

**COUNCIL ABSENT:**

Council Member Jackson

**MEDIA PRESENT:**

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**1. WELCOME/CALL TO ORDER:**

**a) Invocation**

Mayor Mulhollem called the special meeting to order at 6:30 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Archer Lodge, NC and declared a quorum present. Mayor Pro Tem Castleberry offered the invocation.

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**b) Pledge of Allegiance**

Mayor Mulhollem led in the Pledge of Allegiance to the US Flag.

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**2. DISCUSSION AND POSSIBLE ACTION ITEMS:**

**a) Discussion and Consideration of Approving a Resolution Adopting the ARPA Grant Accounting Policy (Resolution# AL2022-06-08)**

Ms. Batten conveyed that the attached ARPA Grant Accounting Policy, that was created by James Moore & Company, CPA, is mandated by the IRS for the ARPA Grant funds and must be on file due to receiving funds. Mayor Mulhollem opened the floor for discussion. No further discussion.

Mayor Mulhollem called for a motion to adopt Resolution# AL2022-06-08 as presented.

Adopted Resolution# AL2022-06-08 Adopting the ARPA Grant Accounting Policy as presented appears as follows:



RESOLUTION# AL2022-06-08

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**TOWN OF ARCHER LODGE**  
**RESOLUTION ADOPTING THE ARPA GRANT ACCOUNTING POLICY**

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**WHEREAS**, on March 11, 2021, the United States government enacted the American Rescue Plan Act of 2021, herein referred to as ARPA; and

**WHEREAS**, ARPA provides federal funding to local units of government in response to the COVID-19 pandemic in the form of Coronavirus State and Local Fiscal Recovery Funds (herein referred to as CSLFRF); and

**WHEREAS**, the Town of Archer Lodge has received a total subaward amount of \$1,050,426.75 of ARPA/CSLFRF funds; and

**WHEREAS**, ARPA requirements include adoption of a grant accounting policy to regulate the accounting of the expenditures of ARPA/CSLFRF funds; and

**WHEREAS**, on April 4, 2022, the Town Council authorized the hiring of James Moore & Co., P.L. to assist with reporting and compliance requirements set forth under ARPA; and

**WHEREAS**, an ARPA grant accounting policy entitled "The Town of Archer Lodge, North Carolina American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) Grant Accounting" is attached to this resolution as Exhibit 1, which is incorporated herein by reference; and

**WHEREAS**, the Town of Archer Lodge Town Council may amend the grant accounting policy as needed to comply with any and all ARPA requirements; and

**WHEREAS**, the Town of Archer Lodge Town Council hereby desires to adopt the attached Exhibit 1, entitled "The Town of Archer Lodge, North Carolina American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) Grant Accounting," as the ARPA grant accounting policy for the Town of Archer Lodge, North Carolina.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Archer Lodge, North Carolina, hereby adopts the attached Exhibit 1, ARPA grant accounting policy entitled "The Town of Archer Lodge, North Carolina American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) Grant Accounting" and incorporates said Exhibit 1 by reference.

**DULY ADOPTED ON THIS 8<sup>th</sup> DAY OF JUNE 2022, WHILE IN REGULAR SESSION.**

 (SEAL)  
Matthew B. Mulhollem  
Mayor

**ATTEST:**  
 (SEAL)  
Kim P. Batten  
Town Clerk



**EXHIBIT 1**

**The Town of Archer Lodge, North Carolina  
American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (CSLFRF)  
Grant Accounting**

**Background**

On March 11, 2021, the United States government enacted the American Rescue Plan Act of 2021, herein referred to as ARPA, which included provisions to provide federal funding to all local units of government in response to the COVID-19 pandemic in the form of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF).

On May 17, 2021, the United State Treasury (the Treasury) published the interim final rule to provide implementation and practical guidance surrounding the eligible uses of CSLFRF funds, which included 1) supporting public health expenditures and addressing negative economic impacts caused by the COVID-19 pandemic; 2) providing premium pay for essential workers; 3) replacing lost public sector revenue based upon a formula outlined in the interim finale rule; and 4) investing in water, sewer, and broadband infrastructure.

On January 6, 2022, the Treasury issued the Final Rule related to the CSLFRF guidance with an effective date of April 1, 2022. The Final Rule expanded the interim guidance surrounding the eligible direct uses of CSLFRF funds, while also expanding the guidance related to the criteria for replacing lost public sector revenue, which included the provision for a standard allowance of assumed revenue replacement for the lesser of \$10 million or a recipient's award amount.

The Town of Archer Lodge, North Carolina (the Government) entered into Agreement 1505-0271, American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Fund Agreement with the State of North Carolina, Division of Emergency Management (the Division), dated August 10, 2021, as subrecipient of CSLFRF grant funds with a total subaward amount of \$1,050,426.75.

Based on the Federal guidance and the terms of ARPA, the first tranche (50%) of the funds was received in 2021. The second half of the funds is to be paid one year later.

**Revenue Recognition**

CSLFRF revenues shall be recognized in accordance with generally accepted accounting principles. Namely, for Category 1, 2, and 4 usages, revenues will be recognized when the underlying expenditure for reimbursement has occurred.

Based on the award amount of less than \$10 million, the Government is eligible under the Final Rule to claim the full award amount in conjunction with the rules for revenue replacement, which presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund "government services."

The Treasury has indicated that the standard allowance provides an estimate of revenue loss that is based on an extensive analysis of average revenue loss across states and localities, and offers a simple, convenient way to determine revenue loss.

With respect to revenue loss, the Treasury has also clarified that recipients can use CSLFRF funds on government services up to the revenue loss amount, which in this case will be under the standard

EXHIBIT 1

allowance for the full award amount. Government services generally include any service traditionally provided by a government, unless Treasury has stated otherwise. The Treasury's guidance has indicated the following common examples of eligible uses and explicitly prohibited uses related to the provision of government services as follows:

Common Examples	Prohibited Uses
Construction of schools and hospitals	Offset a reduction in net tax revenue
Road building and maintenance, and other infrastructure	Deposit into pension funds ("extraordinary" deposits; routine annual contributions are identified to be a permitted use)
Health services	Debt service and replenishing financial reserves
General government administration, staff, and administrative facilities	Settlements and judgments
Environmental remediation	
Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)	

Under these rules, revenue will be recognized (to the extent of eligible expenditures) once the eligible expenditures are identified and reported to the Treasury as the applicable use of the funds.

Expenditure Authorization

For revenues earned and recognized through the revenue replacement criteria, such funds shall be identified for reporting purposes to comply with the standard allowance to use the funds on government services in the following priority order:

- Regular salary and benefits of the Town's employees.
- Other eligible government services expenditures.

Economic Impact of ARPA CSLFRF Funding

Because the use of the CSLFRF funds made available through revenue replacement for planned expenditures will effectively create an unplanned surplus of unrestricted reserves, it has been identified as a priority to still track the Government's usage of the "economic impact" of the CSLFRF funds.

To provide for additional accountability and transparency over the use of the CSLFRF funds and to clearly demonstrate that the funds are not being used to offset a net reduction in tax revenue, the following steps are being taken:

- Creation of a separate accounting fund to track the usage and disposition of the net revenue, or "ARPA economic impact", of the CSLFRF funds.
- Internal commitment of revenues for "ARPA transition". Any expenditures deemed to be made out of ARPA transition funds shall be approved by the Town Council.

Moved by: Council Member Wilson

Seconded by: Mayor Pro Tem Castleberry

**Adopted Resolution# AL2022-06-08 Adopting the ARPA Grant Accounting Policy as presented.**

CARRIED UNANIMOUSLY

**b) Discussion and Consideration of Adopting Budget Amendment for Fiscal Year Ending June 30, 2022 ~ (BA 2022 04).**


Ms. Batten explained that some expenditures in the parks and recreation department needed to be reappropriated. No further discussion.

Mayor Mulhollem called for a motion to adopt Budget Amendment, BA 2022 04, as presented.

Adopted Budget Amendment (BA 2022 04) appears as follows:

BA 2022 04

Town of Archer Lodge  
Fiscal Year Ending June 30, 2022



Budget Amendment # BA 2022 04  
Date: 08-Jun-22

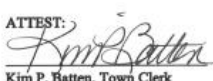
Gen Fund

Account	Account Number	Budget	Amendment	Amended Budget
<b>Revenues:</b>				
Gen/Miscellaneous Revenues	10-3800-0000	-	100.00	100.00
<b>Total Increase (Decrease) in Revenues</b>			<b>100.00</b>	
<b>Expenditures:</b>				
Gen/Parks & Rec/Salaries (Part-Time)	10-6120-1220	4,000.00	(3,000.00)	1,000.00
Gen/Parks & Rec/Professional Fees	10-6120-1900	5,000.00	3,100.00	8,100.00
Gen/Parks & Rec/Supplies	10-6120-2000	-	10,000.00	10,000.00
Gen/Parks & Rec/Contracted Services - ALCC	10-6120-3500	40,000.00	(10,000.00)	30,000.00
<b>Total Increase (Decrease) in Expenditures</b>			<b>100.00</b>	


Justification for Budget Amendment:  
To appropriate or reappropriate unanticipated revenues and expenditures as recorded.


Adopted this 8th day of June 2022

ATTEST:

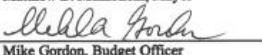


Kim P. Batten, Town Clerk





Matthew B. Mulhollem, Mayor



Mike Gordon, Budget Officer

Moved by: Council Member Wilson  
Seconded by: Council Member Purvis

**Adopted Budget Amendment for Fiscal Year Ending June 30, 2022  
(BA 2022 04) as presented.**

CARRIED UNANIMOUSLY

**c) Discussion and Consideration of Appointing an Assistant Town Administrator in the Absence of the Town Administrator**

Mr. Gordon conveyed that due to unforeseen circumstances that might arise, the Town Council should consider having an Assistant Town Administrator for staff and citizens.

Mayor Mulhollem opened the floor for discussion regarding:

- No salary adjustment.
- The position that is next in command be considered for the duties of assistant administrator.
- Assistant Town Administrator duties may be appointed to a position and not to an individual due to the chance of an employee leaving their position.
- Consensus that the Finance Officer serves as the Assistant Town Administrator.

Mayor Mulhollem confirmed with Ms. Batten if she would be willing to also serve as Assistant Town Administrator and she agreed. No further discussion.



Mayor Mulhollem called for a motion for the Finance Officer to also serve as the Assistant Town Administrator and currently, that would be Ms. Kim P. Batten.

Moved by: Council Member Bruton

Seconded by: Mayor Pro Tem Castleberry

**Appointed the Position of Finance Officer to also Serve as Assistant Town Administrator during the Absence of the Town Administrator, which currently would be Ms. Kim P. Batten.**

CARRIED UNANIMOUSLY

**d) Discussion and Consideration of Approving Two New Positions as Recommended by the Town Administrator and Prepared by the MAPS Group to Incorporate with the Town's Classification and Pay Plan.**

- **Human Resources Officer / Town Clerk**
- **Parks Maintenance Specialist**

Mr. Gordon shared that these positions had been discussed with the Town Council recently and are vital roles that need to be considered due to the growth in town and prior to the Town Park opening. Discussion followed.

Mayor Mulhollem called for a motion to approve the two new positions of Human Resources Officer/Town Clerk and Parks Maintenance Specialist.

The Approved Human Resources Officer/Town Clerk duties appear as follows:

HUMAN RESOURCES OFFICER/TOWN CLERK

General Statement of Duties

Performs professional and administrative work in managing the human resources systems for the Town; serves in the statutory role of Town Clerk.

Distinguishing Features of the Class

An employee in this class plans, organizes, develops, and implements a variety of human resources management programs designed to help the Town achieve its mission and vision. Work includes developing policies and programs, facilitating the identification and removal of barriers to productivity in the organization, and planning for the implementation of personnel practices with management and employees. Functions performed include compensation and rewards programs, employee relations, training and development, recruitment and selection, benefits administration, performance evaluation programs, and personnel records management. In addition, the employee serves in the statutory role of Town Clerk. Work as Town Clerk includes responsibility for keeping the minutes of the Board meetings and of other advisory board meetings, and for the publication, indexing, filing and safekeeping of all Board proceedings in accordance with general statutes and local ordinances. Work in HR requires an understanding of organization development, human behavior, the laws and regulations affecting the human resources management field, considerable judgment and initiative in the development of programs and policy interpretation and application, and analytical skills and sound judgment in maintaining confidentiality regarding personnel actions. Work as Town Clerk requires understanding of public records, public meetings and records retention laws and regulations as well as ability to meet the administrative needs of the Mayor and Board. Work is performed under the supervision of the Town Administrator and is evaluated by discussion, reports, observation, and feedback from managers and employees.

Duties and Responsibilities

Essential Duties and Tasks

Develops, plans and implements goals and objectives, policies and priorities of the human resources programs designed to help the organization achieve its mission.

Develops, implements, and administers a wide variety of human resources systems designed to hire, train, motivate and retain employees; works with management, department heads, supervisors, and employees in identifying and addressing conflict, communications barriers, teambuilding needs or other problems that negatively impact employee engagement, morale and productivity; facilitates conflict resolution and problem-solving regarding issues that detract management and/or employees from a high level of motivation and productivity; assists with determining appropriate disciplinary and grievance responses; coordinates employee newsletters.

Serves as official custodian of all public records including ordinances, proclamations, resolutions, contracts, agreements, and minute books; maintains Town seal; performs statutory responsibilities; executes legal documents by affixing the proper signatures of Town officials, the Town seal, and attesting to their compliance with general statutes and local ordinances; advertises official meetings; coordinates preparation of Board agendas; attends Board meetings and necessary committee meetings of the Board; prepares minutes of these meetings; processes all ordinances, resolutions, and other actions of the Board; coordinates agenda preparation, publication, and distribution with Town Administrator; arranges for legal notices and press packets; maintains lists of various appointed boards and commissions; tracks document retention requirements; coordinates preservation of documents with the state Department of Archives.

Participates as part of the Town=s management team; develops and recommends HR programs and policies; researches existing and new programs for alternative and innovative proposals; seeks legal advice, as necessary; advises the Town Administrator and Board on human resource



Human Resource Officer/Town Clerk  
Page 2

management issues; confers with department heads on policy issues and interpretation; advises employees on HR policy and program matters.

Coordinates the recruitment and selection programs for the town; writes advertisements; screens applications; assists with developing and reviews interview questions; participates in interviews when needed; coaches supervisors and managers in effective and legal hiring practices; maintains records and checks for adverse impact; assists with reviewing screening methods for job-relatedness and effectiveness; coordinates or assists with promotional processes.

Administers the classification and pay system; reviews requests for new positions and allocates to existing classification plan or recommends new classes within the plan structure; recommend market adjustments and other compensation programs and changes.

Conducts training needs assessments and provides or coordinates training for employees and managers; ensures appropriate supervisory skills development; develops and conducts employee orientation and other related programs to orient employees to the culture and values of the organization; coordinates team-building in various departments or in the management team.

Provides internal consultation on performance evaluation program, performance pay program, various incentive and recognition programs; participates in determining if programs achieve objectives and are consistent with organizational vision and values.

Reviews, researches, and recommend various benefits programs; coordinates open enrollment processes; coordinates worker=s compensation programs; ensures cost effectiveness of structure and providers of benefits; plans and provides wellness programs.

Ensures compliance with all federal, state, and local laws, regulations, and guidelines; maintains vigilance on court cases and legislation; researches and implements changes in laws and regulations; coordinates alcohol and substance abuse testing; coordinates HIPAA, ADA, FMLA and other compliance.

Conducts employee exit interviews and evaluates information for needed organizational interventions.

Establishes and maintains a wide variety of records; prepares interpretive reports and recommendations.

Participates in payroll preparation as needed.

Additional Job Duties

Backs up other staff as needed.

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledges, Skills, and Abilities

Thorough knowledge of the theory, principles and practices of human resource management, including the functional areas cited, and human behavior.

Thorough knowledge of the laws, principles, court cases, and regulations that apply to HR policies and practices in the public sector.

Considerable knowledge of human resource information systems.

Considerable knowledge of modern and effective supervisory principles and practices including leadership, motivations, communications, discipline, performance management, coaching and evaluation.

Considerable knowledge of the laws and procedures applicable to the work of Town Clerks as defined in the NC General Statutes.

Knowledge of public administration including local government structures and budgeting.

Some knowledge of organization development and organizational psychology including organizational climate and employee engagement development.

Some knowledge of principles of organization and management and statistical concepts and

Human Resource Officer/Town Clerk  
Page 3

methods.

- Skill in problem-solving, group facilitation, public speaking and collaborative conflict resolution.
- Skill in document production, proofing and developing official minutes of Board meetings.
- Ability to establish and maintain an effective HR program, and to provide management with costs projections, statistical trends, program accomplishments and recommendations for implementing new programs.
- Ability to develop long term plans and goals for the human resources programs.
- Ability to analyze facts, programs, organizational issues, and benefits costs and make recommendations and reports in oral and written forms.
- Ability to maintain the confidentiality of personnel records and discussions.
- Ability to establish and maintain effective working relationship with other officials, department heads, employees, and the general public.
- Ability to be innovative and creative in designing new programs, proposing policy changes, and recommending motivational and organizational development to managers.

Physical Requirements

- Must be able to perform the basic life operational skills of climbing, stooping, kneeling, crouching, reaching, standing, walking, fingering, grasping, talking, hearing and repetitive motions.
- Must be able to perform medium work, exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to lift objects.
- Must possess the visual acuity to prepare and analyze data and figures, perform accounting tasks, operate a computer terminal, and do extensive reading.

Desirable Education and Experience

Graduation from a four-year college or university with a major in human resource management, public or business administration, psychology, or related human service field and considerable experience of a progressively responsible nature in human resource management; or an equivalent combination of education and experience. Prefer Master of Public Administration degree.

Special Requirement

- Possession of a valid NC driver's license.
- Ability to obtain IPMA certification.
- Ability to obtain Municipal Clerk certification.

Archer Lodge  
2022

The Approved Parks Maintenance Specialist duties appear as follows:

**PARKS MAINTENANCE SPECIALIST**

General Statement of Duties

Performs a variety of skilled, semi-skilled and manual labor tasks in the maintenance and repair of Town recreational facilities, parks, and grounds; serves as lead worker.

Distinguishing Features of the Class

An employee in this class leads and participates in a variety of skilled, semi-skilled and manual labor tasks related to the maintenance and repair of parks and recreational facilities. The employee leads temporary staff and makes assignments and determines priorities and assures maintenance and repairs meet departmental standards. Work varies by season but includes performing various landscaping and horticultural tasks, performing building maintenance tasks, mowing grass, marking ball fields and operating equipment. The employee also performs unskilled to semi-skilled trades repairs. Work subjects the employee to inside and outside environmental conditions, extremes in temperatures, and hazards associated with equipment operation including fumes, oils, gases and mists. Work is performed under the supervision of the Parks and Recreation Director and is evaluated through regular project updates, direct observation, citizen comments and quality and quantity of work produced.

Duties and Responsibilities

Essential Duties and Tasks

Leads temporary workers and participates in a variety of grounds maintenance and landscape tasks such as cutting grass, mulching, watering, pruning, seeding, fertilizing and trimming and maintaining trails and park areas; applies herbicides and pesticides.

Leads and participates in the dragging, lining and preparation of athletic fields for play; insures field is safe and not too wet, soft or have rocks or holes; mounts bases.

Leads and participates in a variety of building maintenance and cleaning activities for the Parks and Recreation buildings, comfort stations, concession stands, parks facilities and other related structures; performs unskilled to semi-skilled carpentry, painting, masonry and plumbing repairs such as replacing irrigation system heads and fittings, replacing sink parts, replacing and unstopping water and sewer lines, repairing concession stands, etc.; cleans and stocks comfort stations and bathrooms; empties trash cans; repairs graffiti.

Operates a variety of equipment to mow grass and maintain fields; uses chain saws, weed eaters and other light equipment to cut, prune and trim shrubbery and trees; rakes leaves, and removes fallen limbs and trash; operates backhoe to remove stone, snow, or for other purposes; operates tractors to landscape, rake and mow.

Performs equipment repair and maintenance duties on equipment such as tractors, mowers; changes blades and filters, makes belt changes and adjustments; lubricates equipment.

Keeps records and prepares reports on division activities such as jobs and materials, playground checks, service records on equipment and vehicles, and time worked; purchases basic supplies and makes recommendations to Director on larger purchases.

Handles requests for service and complaints concerning facility and grounds operations.

Inspects parks and facilities for safety and makes records for liability purposes; instructs workers and inspects work for adherence to procedures and standards and to assure safe working practices are followed.

Additional Job Duties

Performs related duties as required.

Parks Maintenance Specialist  
Page 2

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Considerable knowledge of the methods, tools, and equipment utilized in parks, grounds, and facility maintenance and repair.

Considerable knowledge of the work hazards and applicable safety standards associated with facility and parks maintenance and repair.

Considerable knowledge of the operation of equipment such as tractor, mower, and other equipment operated.

Considerable knowledge of cleaning chemicals and pesticide application and ability to obtain necessary State license.

Some knowledge of turf management and plant installation and maintenance.

Some knowledge of the application of information technology to the work.

Skill in the operation of equipment and tools utilized within the section.

Skill in collaborative conflict resolution.

Skill in unskilled to semi-skilled trades work including carpentry, plumbing, and masonry.

Ability to assign and supervise the work of subordinates and to instruct them in proper work and safety methods and procedures.

Ability to establish and maintain effective working relationships with other employees and subordinates.

Ability to use chemical and pesticides properly and in accordance with State rules and regulations.

Physical Requirement

Must be able to perform the basic life operational functions of stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, and repetitive motions.

Must be able to perform medium work exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/up to 10 pounds of force constantly to move objects.

Must possess the visual acuity to operate equipment hand tools, equipment and computer, to maintain records, to analyze data and maps, to perform skilled trades tasks, and to inspect worksites.

Desirable Education and Experience

Graduation from high school and considerable experience in the area of parks and recreations maintenance or closely related fields such as landscaping, horticulture, or maintenance, preferably including some supervisory experience or training; or an equivalent combination of education and experience.

Special Requirements

Possession of a valid North Carolina commercial driver's license prior to completion of probationary period.

Ability to obtain a Pesticide Applicators license within timeframe set by Town.

Ability to obtain a Playground Maintenance certificate within timeframe set by Town.

Archer Lodge  
2022

The Approved 2021-2022 List of Classes and Salary Schedule for the Two New Positions appear as follows:

Town of Archer Lodge List of Classes Arranged by Grade 2021-2022				
GRADE	CLASSIFICATION	FLSA STATUS	HIRING RATE	MAXIMUM
14			31,483	47,225
15			33,057	49,586
16	Parks Maintenance Specialist		34,710	52,065
17	Deputy Town Clerk		36,446	54,669
18			38,268	57,402
19			40,181	60,272
20			42,190	63,285
21			44,300	66,450
22			46,515	69,773
23			48,841	73,262
24			51,283	76,925
25			53,847	80,771
26	Parks and Recreation Director	E	56,539	84,809
27	Town Planner HR Officer/Town Clerk	E E	59,366	89,049
28	Finance Officer/Town Clerk	E	62,334	93,501
29			65,451	98,177
30			68,724	103,086
31			72,160	108,240
32			75,768	113,652
33	Town Administrator	E	79,556	119,334
34			83,534	125,301
35			87,711	131,567

E = Exempt from the Wage and Hour Provisions  
of the Fair Labor Standards Act (FLSA)

**Town of Archer Lodge  
Salary Schedule  
2021-2022**

GRADE	HIRING RATE	MINIMUM	MID POINT	MAXIMUM	GRADE
10	25,901	27,196	32,377	38,852	10
11	27,196	28,556	33,995	40,794	11
12	28,556	29,984	35,695	42,834	12
13	29,984	31,483	37,480	44,976	13
14	31,483	33,057	39,354	47,225	14
15	33,057	34,710	41,322	49,586	15
16	34,710	36,446	43,388	52,065	16
17	36,446	38,268	45,558	54,669	17
18	38,268	40,181	47,835	57,402	18
19	40,181	42,190	50,227	60,272	19
20	42,190	44,300	52,738	63,285	20
21	44,300	46,515	55,375	66,450	21
22	46,515	48,841	58,144	69,773	22
23	48,841	51,283	61,052	73,262	23
24	51,283	53,847	64,104	76,925	24
25	53,847	56,539	67,309	80,771	25
26	56,539	59,366	70,674	84,809	26
27	59,366	62,334	74,208	89,049	27
28	62,334	65,451	77,918	93,501	28
29	65,451	68,724	81,814	98,177	29
30	68,724	72,160	85,905	103,086	30
31	72,160	75,768	90,200	108,240	31
32	75,768	79,556	94,710	113,652	32
33	79,556	83,534	99,445	119,334	33
34	83,534	87,711	104,418	125,301	34
35	87,711	92,097	109,639	131,567	35
36	92,097	96,702	115,122	138,146	36
37	96,702	101,537	120,878	145,053	37
38	101,537	106,614	126,922	152,306	38
39	106,614	111,945	133,268	159,921	39
40	111,945	117,542	139,932	167,918	40
41	117,542	123,419	146,928	176,313	41

Moved by: Council Member Purvis  
 Seconded by: Mayor Pro Tem Castleberry

**Approved the Human Resources Officer/Town Clerk and the Parks Maintenance Specialist Job Descriptions along with the 2021-2022 Town’s Classification and Pay Plan as Recommended by the Town Administrator and Prepared by the MAPS Group.**

CARRIED UNANIMOUSLY


**e) Discussion and Consideration of Amending the 2022 Regular Town Council Meeting Schedule.**

Ms. Batten conveyed that the Monday, June 6, 2022 Regular Town Council Meeting was cancelled due to not having a quorum. Attorney Burrell confirmed, according to Ms. Batten, that the Town Council must Adopt a Revised 2022 Regular Town Council Meeting Schedule which shows the change of the Regular Town Council Meeting scheduled for Monday, June 20, 2022. Mayor Mulhollem opened the floor for discussion. Discussion followed.

Mayor Mulhollem called for a motion to adopt the revised Town Council meeting schedule as shown.

The Amended 2022 Regular Town Council Meeting Schedule appears as follows:

~ REVISED ~ ~ REVISED ~



### TOWN OF ARCHER LODGE

#### 2022 Town Council Meetings

TOWN OF ARCHER LODGE			
2022 CALENDAR			
TOWN COUNCIL MEETINGS			
MONTH	REGULAR MEETING	WORK SESSION	BUDGET RETREAT
January	<del>Monday, Jan 3</del>		
January	Tuesday, Jan 18		
February	Monday, Feb 7		Monday, Feb 21
March	Monday, Mar 7		Monday, Mar 21
April	Monday, Apr 4	Monday, Apr 18	
May	Monday, May 2	<del>Monday, May 16</del>	
June	<del>Monday, Jun 6</del>		
June	Monday, Jun 20		
July	Monday, Jul 11		
August	Monday, Aug 1		
September	Tuesday, Sep 6	Monday, Sep 19	
October	Monday, Oct 3	Monday, Oct 17	
November	Monday, Nov 7		
December	Monday, Dec 5		

**Regular Council Meetings** are held the first Monday of the month.  
**Work Sessions**, when scheduled, are held the third Monday of the month.  
**Annual Budget Retreat** meeting is held in February.  
 Meetings begin at 6:30 p.m. and held in the Jeffrey D. Barnes Council Chambers located at Archer Lodge Town Hall, 14094 Buffalo Road, Archer Lodge, NC, unless otherwise noted.

*In accordance with NC GS 143-318.10, this is an official meeting of the Archer Lodge Town Council and it is open to the public.*  
[www.archerlodgenc.gov](http://www.archerlodgenc.gov)

~ REVISED ~ ~ REVISED ~

Mayor Mulhollem called for 3-minute break before continuing to Item 3 on the Agenda.

Moved by: Council Member Wilson

Seconded by: Mayor Pro Tem Castleberry

**Amended the 2022 Regular Town Council Meeting Schedule as presented.**

CARRIED UNANIMOUSLY

**3. PRESENTATION:**

**a) Proposed Annual Budget Ordinance Presentation for Fiscal Year Ending June 30, 2023 ~**

**Mike Gordon, Budget Officer/Town Administrator  
Kim Batten, Finance Officer/Town Clerk**

Mr. Gordon commended Ms. Batten for her preparation of the budget. He began the presentation by reading the 2022-2023 Fiscal Year Annual Budget Message which appears as follows:





**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

**Annual Budget Message  
2022-2023 Fiscal Year Budget**

To: Honorable Mayor and Members of the Archer Lodge Town Council  
Archer Lodge, North Carolina

From: Mike Gordon, Budget Officer/Town Administrator

Date: June 8, 2022

Following this budget message for your review and consideration, you will find the proposed Annual Budget for fiscal year 2022-2023 for the Town of Archer Lodge in the amount of \$3,509,125. This amount includes considerations from the following funds:

1) General Fund, 2) Capital Reserve Fund, 3) Park Reserve Fund, and 4) Public Safety Reserve Fund.

Following several Budget Planning Sessions/Discussions held back on 21 February 2022, 21 March 2022 and continued at the Regular Council meeting on 4 April 2022, Ms. Batten, Finance Officer, along with myself examined comments and notations mentioned during this budgeting process. Ms. Batten's approach for our budget workshops has truly assisted the Town Council and staff in understanding the process, the budget worksheets, and delving into the computations of budgeting. Also, it provides many discussions for each department which changes, and considerations are notated. Following several drafts, meetings, and conversations, I feel certain that the proposed budget best represents the current suggestions from the Town Council and the current needs for the citizens of the Town of Archer Lodge and keeps the current tax rate of \$0.22/\$100.

As in the past the budget messages, tables best represent an overview of projected revenues and anticipated expenditures for the four funds for fiscal year ending June 30, 2023.

The following tables below represent the **General Fund 10**:

<b>General Fund 10 Revenue Sources:</b>	<b>Prior Year (FY 2020-2021) Actual Revenues</b>	<b>Current Year (FY 2021-2022) Revenues as Amended</b>	<b>Proposed Projected Revenues (FY 2022-2023)</b>
Ad Valorem Taxes	\$ 869,422.00	\$ 889,450.00	\$ 901,000.00
Unrestricted Intergovernmental	\$ 486,462.00	\$ 454,300.00	\$ 465,500.00
Restricted Intergovernmental	\$ 52,901.00	\$ 52,250.00	\$ 51,500.00
Permits and Fees	\$ 48,810.00	\$ 21,100.00	\$ 85,500.00
Investment Earnings	\$ 4,281.00	\$ 4,000.00	\$ 4,500.00
Miscellaneous	\$ 265.00	\$ -	\$ -
Transfer From Other Funds	\$ 65,099.00	\$ 183,750.00	\$ 351,600.00
Funds from Grants (ARPA & JoCo Open Space)	\$ -	\$ 1,900,427.00	\$ 608,900.00
Fund Balance Appropriated	\$ -	\$ 82,145.00	\$ 546,025.00
<b>Total Revenues / Estimated Resources</b>	<b>\$ 1,527,240.00</b>	<b>\$ 3,587,422.00</b>	<b>\$ 3,014,525.00</b>

<b>General Fund 10 Expenditures:</b>	<b>Prior Year (FY 2020-2021) Actual Expenditures</b>	<b>Current Year (FY 2021-2022) Expenditures as Amended</b>	<b>Proposed Anticipated Expenditures (FY 2022-2023)</b>
General Government	\$ 402,049.00	\$ 536,115.00	\$ 573,515.00
Public Safety	\$ 350,100.00	\$ 395,250.00	\$ 567,200.00
Transportation	\$ 18,787.00	\$ 52,600.00	\$ 28,500.00
Economic & Physical Development (P/Z)	\$ 138,048.00	\$ 182,295.00	\$ 236,930.00
Cultural and Recreation	\$ 85,381.00	\$ 194,750.00	\$ 233,940.00
Debt Service	\$ 145,062.00	\$ 140,985.00	\$ 136,940.00
Capital Outlay			\$ 460,000.00
Transfer To Other Funds	\$ 255,445.00	\$ 2,085,427.00	\$ 777,500.00
<b>Total Estimated/Appropriated</b>	<b>\$ 1,394,872.00</b>	<b>\$ 3,587,422.00</b>	<b>\$ 3,014,525.00</b>

**QUICK POINTS OF THE GENERAL FUND:**

- Annual Events: Shredding Event/Food Truck (Fall), Outdoor Entertainment/Band (Fall) & Park Grand Opening (Spring)
- Property/Liability Insurance (15%) and Workers Comp Insurance (374%) increases
- Council Chambers Furnishings
- New Hires: ASAP – Human Resources Officer / Town Clerk  
Oct '22 – Parks & Recreation Director

**QUICK POINTS OF THE GENERAL FUND (continued):**

- New Hires: Jan '23 – Town Administrator (Full-Time)  
Jan '23 – Parks Maintenance Specialist (Full-Time)
- Current Staff: 3% COLA  
2% 401K Increase and No Merit Increase in Jan '23
- Mayor/Town Council: \$50/month increase
- Planning Board/  
Board of Adjustment Members: \$50/meeting (increased \$10)
- Parking Lot at the Corner of Town Property – Archer Lodge Rd/Buffalo Rd
- Concrete Parking Pad at the Veterans Memorial
- Law Enforcement Consideration = 7 days a week / 12 daylight hours a day
- All Utilities in Public Buildings increased due to estimates used for new park and park maintenance building/office/picnic shelter/restrooms
- New Park Professional Fees – Design/Engineering Services (phase 2, phase 3, etc.)
- Parks & Rec Department – small equipment for office and park maintenance equipment
- Parks & Rec Department – Ford F250 Truck, Hauling Trailer, Zero Turn Mower, Continue Lease on Reel Mower (currently ALCC's)
- New Park – Enwood Picnic Shelter Only (81% funded by Jo Co Open Space Grant)
- Tax Rate – Remains at \$0.22

The following table below represents the Capital Reserve Fund 30:

<b>Capital Reserve Fund 30:</b>	<b>Proposed Estimated Revenues (FY 2022-2023)</b>	<b>Proposed Estimated Expenditures (FY 2022-2023)</b>
Investment Earnings	\$ 1,000.00	\$ -
Transfer from General Fund 10	\$ 25,000.00	\$ -
Fund Balance Appropriated	\$ 65,600.00	\$ -
Transfer to General Fund 10	\$ -	\$ 91,600.00
<b>Revenue Totals = Expenditure Totals</b>	<b>\$ 91,600.00</b>	<b>\$ 91,600.00</b>

**QUICK POINTS OF THE CAPITAL RESERVE FUND:**

- Continue Annual Transfer of \$25,000
- Utilize Capital Reserve Funds for purchasing Capital (truck, trailer, mower, balance left owing on picnic shelter) listed in the General Fund for the Parks & Rec Dept as mentioned above

The following table below represents the Park Reserve Fund 31:

<b>Park Reserve Fund 31:</b>	<b>Proposed Estimated Revenues (FY 2022-2023)</b>	<b>Proposed Estimated Expenditures (FY 2022-2023)</b>
Investment Earnings	\$ 1,000.00	\$ -
Transfer from General Fund 10	\$ 202,000.00	\$ -
Transfer to General Fund 10	\$ -	\$ 60,000.00
Transfer to Archer Lodge Town Prk Fnd 41	\$ -	\$ 143,000.00
<b>Revenue Totals = Expenditure Totals</b>	<b>\$ 203,000.00</b>	<b>\$ 203,000.00</b>

**QUICK POINTS OF THE PARK RESERVE FUND:**

- Transfer from General Fund consists of:
  - Three Cents Property Taxes Estimate = \$124,000
  - Fee in Lieu of Rec – 52 Lots @ \$1,500 = \$ 78,000
- Transfer to General Fund – Loan Payment on Park Land \$60,000
- Transfer to Archer Lodge Town Park – Town’s Portion on PARTF Grant (amount was entered to balance fund)

The following table below represents the Public Safety Reserve Fund 32:

<b>Public Safety Reserve Fund 32:</b>	<b>Proposed Estimated Revenues (FY 2022-2023)</b>	<b>Proposed Estimated Expenditures (FY 2022-2023)</b>
Investment Earnings	\$ 1,000.00	\$ -
Transfer from General Fund 10	\$ 25,000.00	\$ -
Fund Balance Appropriated	\$ 174,000.00	\$ -
Transfer to General Fund 10	\$ -	\$ 200,000.00
<b>Revenue Totals = Expenditure Totals</b>	<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>

**QUICK POINTS OF THE PUBLIC SAFETY RESERVE FUND:**

- Continue Annual Transfer of \$25,000
- Utilize Public Safety Reserve Funds for the General Fund Public Safety / Law Enforcement Consideration = 7 days a week / 12 daylight hours a day

The following table below summarizes the Proposed Annual Budget for Fiscal Year Ending June 30, 2023:

Total Proposed Annual Budget for All Funds (FY 2022-2023)	Total Proposed Estimated Revenues for All Funds	Total Proposed Estimated Expenditures for All Funds
<b>Revenue Totals = Expenditure Totals</b>	<b>\$ 3,509,125.00</b>	<b>\$ 3,509,125.00</b>

Below you'll find a table that represents the Ad Valorem Tax Revenues projected in the budget however with a conservative figure.

Date	Type	Net Assessed Value	Provided By	Levy \$0.22 / \$100
12/31/2021	Motor Vehicles	\$ 56,210,926	Jo Co Tax Office	\$ 123,664
08/31/2021	Public Service Companies	\$ 2,455,476	NC Dept of Rev	\$ 5,402
05/20/2022	Real and Personal Property	\$ 360,672,457	Jo Co Tax Office	\$ 793,480
07/01/2021	<b>TOTAL</b>	<b>\$419,338,859</b>		<b>\$ 922,586</b>
<b>PROPOSED</b>	<b>AD VALOREM</b>	<b>TAXES</b>	<b>CONSERVATIVE</b>	<b>\$ 899,000</b>

The final table and an important one is the Town's Debt Service:

LOAN	LENDER	BALANCE BEFORE PAYMENT	PAYMENT DUE	FY 2021-2022	BALANCE AFTER PAYMENT
Town Hall	BB&T Gov't	\$ 166,667	03/22/23	\$ 39,017	\$ 133,333
Park Loan	M/M G. Smith	\$ 250,000	08/20/22	\$ 60,000	\$ 200,000
Town Hall Expansion	KS Bank	\$ 324,000	09/10/22	\$ 37,919	\$ 297,000
<b>TOTAL</b>		<b>\$ 740,667</b>		<b>\$136,936</b>	<b>\$ 630,333</b>

In closing, the proposed budget in the General Fund for fiscal year ending June 30, 2023 shows a decrease of <\$572,897> over the current year's amended budget of \$3,587,422 as pictured below:

Current Year (FY 2021-2022) Revenues as Amended	Proposed Projected Revenues (FY 2022-2023)
\$ 3,587,422.00	\$ 3,014,525.00

However, the current fiscal year revenues as amended includes the following:

1. SCIF Grant Received - \$850,000
2. ARPA (2<sup>nd</sup> Half) Not Received in FY22 but expected in FY23 - \$525,500

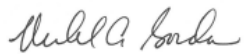
By removing those two amounts from the current fiscal year amended total, a more accurate comparison of the current year (FY22) with the proposed fiscal year (FY23) exists. The adjusted total for FY22 would be \$2,211,922 to compare with the proposed budget total for FY23 of \$3,014,525. The proposed budget for fiscal year ending June 30, 2023 is roughly 36.29% higher than the adjusted total as explained. This proposed budget has \$460,000 in capital improvements as well as the salaries and benefits of three full-time (1 - Administration Department & 2 - Parks & Rec Department) human capital improvements which is phased in throughout the fiscal year.

Due to my announced resignation as of December 31, 2022, this will be my last budget message as your Town Administrator/Budget Officer, and I know the proposed budget before you this evening is the Town of Archer Lodge's highest ever. Nothing was left out of this budget, as you can see. If it was mentioned at the budget discussions or to Ms. Batten or me, it's in there. In the beginning of exploratory, the community/citizens, at the time, wanted to incorporate and we did. They wanted a park and we got land and we're moving dirt. As you review this budget, I strongly remind you to remember the movie, *Field of Dreams*, and as Kevin Costner said, "If you build it, they will come," and by the amounts in this budget, we are building for sure and planning ahead, because population is up and will continue to grow. The fields that we once knew as younger boys and girls are few and far between in the Archer Lodge town limits and those that can make Archer Lodge a better community in the next 10 – 20 years are in these Council Chambers and that's you Mayor/Council.

Many thanks to our Finance Officer and staff for their dedication and service during the last year but especially during the entire COVID pandemic. They endured trials and

maintained continuous workflow without interruptions and are very dedicated to the Town of Archer Lodge. Lastly, thanks to Mayor and Council for their support during my tenure. My only hope is that I leave Archer Lodge a better place to live and play because it will forever be, **MY HOME!**

Respectfully submitted,



Mike Gordon  
Budget Officer/Town Administrator



The Proposed Annual Budget Ordinance for Fiscal Year July 1, 2022 to June 30, 2023 appears as follows:

**Town of Archer Lodge, North Carolina**  
**ANNUAL BUDGET ORDINANCE**  
Fiscal Year July 1, 2022 to June 30, 2023

**BE IT ORDAINED** by the Town Council of the Town of Archer Lodge, Johnston County, North Carolina, pursuant to §159-7 thru §159-17, that: (1) the sum of estimated net revenues and appropriated fund balance in each fund shall be equal to expenditures in each fund for Fiscal Year 2022~2023; and (2) departmental expenditures for the fiscal year shall not exceed the estimated departmental totals as depicted below and on the following pages: General Fund 10 = \$3,014,525; Capital Reserve Fund 30 = \$91,600; Park Reserve Fund 31= \$203,000; and Public Safety Reserve Fund 32 = \$200,000; all funds totaling a **Budget Ordinance of \$3,509,125**; and (3) Revenues from the Ad Valorem Property Tax shall be levied in the amount of **\$0.22 per \$100 evaluation** consisting of \$0.09 North Side Fire District Tax (appropriated in Public Safety for the North Side Fire & Rescue), \$0.03 Park Reserve Fund 31 Designation and General Fund 10 receiving the balance of \$0.10.

<b>General Fund 10</b>	
<b>General Fund 10 Revenues:</b>	<b>Amount</b>
Ad-Valorem Property Taxes	\$ 901,000
State Sales Tax Distributions	284,000
Unrestricted Intergovernmental Revenues	181,500
Restricted Intergovernmental Revenues	51,500
Permits and Fees	7,500
Fee in Lieu of Recreation	78,000
Investment Earnings	4,500
Grants Funding (ARPA & Jo Co Open Space)	608,900
Transfers in from Capital Reserve, Park Reserve & Public Safety Reserve Funds	351,600
General fund Balance Appropriated	<u>546,025</u>
<b>Total Revenues</b>	<b>\$ 3,014,525</b>
<b>General Fund 10 Expenditures:</b>	
General Government	\$ 858,515
Public Safety	567,200
Transportation/Streets - Public Works	28,500
Planning and Zoning	236,930
Parks and Recreation	408,940
Debt Service	136,940
Interfund Transfers to Cap Res Fund, Park Res Fund & Public Safety Res Fund	<u>777,500</u>
<b>Total Expenditures</b>	<b>\$ 3,014,525</b>
Revenues Over (Under) Expenditures	<u>-</u>

Town of Archer Lodge, North Carolina  
ANNUAL BUDGET ORDINANCE  
Fiscal Year July 1, 2022 to June 30, 2023

**Capital Reserve Fund 30**

	Amount
<b>Capital Reserve Fund 30 Revenues:</b>	
Investment Earnings	1,000
Total Revenues	<u>\$ 1,000</u>
<b>Capital Reserve Fund 30 Expenditures:</b>	
N/A	
Total Expenditures	<u>\$ -</u>
Revenues Over (Under) Expenditures	<u>\$ 1,000</u>
<b>Interfund Transfers:</b>	
Capital Reserve Fund Balance Appropriation	\$ 65,600
Transfer from General Fund 10	\$ 25,000
Transfer to General Fund 10	\$ (91,600)
Total Other Financing Sources (Uses):	<u>\$ (1,000)</u>
Total Revenues Over (Under) Expenditures and Other Financing Sources (Uses)	<u>\$ -</u>

PROPOSED

Town of Archer Lodge, North Carolina  
 ANNUAL BUDGET ORDINANCE  
 Fiscal Year July 1, 2022 to June 30, 2023

**Park Reserve Fund 31**

	Amount
<b><i>Park Reserve Fund 31 Revenues:</i></b>	
Investment Earnings	1,000
Total Revenues	\$ 1,000
<b><i>Park Reserve Fund 31 Expenditures:</i></b>	
Recreation Development	-
Total Expenditures	\$ -
Revenues Over (Under) Expenditures	\$ 1,000
<b><i>Interfund Transfers:</i></b>	
Transfer from General Fund 10	\$ 202,000
Transfer to General Fund 10	\$ (60,000)
Transfer to Archer Lodge Town Park Fund 41	\$ (143,000)
Total Other Financing Sources (Uses):	\$ (1,000)
Total Revenues Over (Under) Expenditures and Other Financing Sources (Uses)	\$ -

PROPOSED

**Town of Archer Lodge, North Carolina**  
**ANNUAL BUDGET ORDINANCE**  
 Fiscal Year July 1, 2022 to June 30, 2023

Public Safety Reserve Fund 32	
	Amount
<b>Public Safety Reserve Fund 32 Revenues:</b>	
Investment Earnings	\$ 1,000
Total Revenues	\$ 1,000
<b>Public Safety Reserve Fund 32 Expenditures:</b>	
Public Safety Development	\$ -
Total Expenditures	\$ -
Revenues Over (Under) Expenditures	\$ 1,000
<b>Interfund Transfers:</b>	
Public Safety Reserve Fund Balance Appropriation	\$ 174,000
Transfer from General Fund 10	\$ 25,000
Transfer to General Fund 10	\$ (200,000)
Total Other Financing Sources (Uses):	\$ (1,000)
Total Revenues Over (Under) Expenditures and Other Financing Sources (Uses)	\$ -

DULY ADOPTED THIS \_\_\_\_\_ DAY OF JUNE 2022

TOWN OF ARCHER LODGE

\_\_\_\_\_  
 Matthew B. Mulhollem, Mayor

ATTEST:

\_\_\_\_\_  
 Michael A. Gordon, Budget Officer

\_\_\_\_\_  
 Kim P. Batten, Town Clerk

Ms. Batten presented the Town Council with a copy of the Proposed Annual Budget books for Fiscal Year Ending June 30, 2023. Mr. Gordon asked Council to review the proposed budget that had been provided and please contact Staff with any questions or concerns. He conveyed that this proposed budget is different than past budgets and informed the Council that Staff will provide various scenarios to assist in removing items from the proposed budget in hopes to make it more "appealing."

Ms. Batten added a remark for terminology clarification. She noted that when you see the word "Fund Balance Appropriated" that is another word for "our piggy bank, savings" for that particular fund.

Mayor Mulhollem thanked Ms. Batten and Mr. Gordon for their preparation on the budget. He reiterated Mr. Gordon's suggestions for the Council to review the budget due to it having many new items and large projects. In addition, he stated that the Town Council should be prepared to discuss on Monday, June 20, 2022, at the Regular Town Council Meeting. Discussion followed.

**4. ADJOURNMENT:**

- a) Having no further business, Mayor Mulhollem asked for a motion to adjourn meeting.**

Moved by: Mayor Pro Tem Castleberry  
 Seconded by: Council Member Bruton  
**Adjourned meeting at 8:04 p.m.**

CARRIED UNANIMOUSLY

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Matthew B. Mulhollem, Mayor

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Kim P. Batten, Town Clerk



**Regular Council - Minutes  
Monday, June 20, 2022**

**COUNCIL PRESENT:**

- Mayor Mulhollem
- Mayor Pro Tem Castleberry
- Council Member Bruton
- Council Member Jackson (Remotely)
- Council Member Purvis
- Council Member Wilson

**STAFF PRESENT:**

- Mike Gordon, Town Administrator
- Marcus Burrell, Town Attorney
- Julie Maybee, Town Planner
- Kim P. Batten, Finance Officer/Town Clerk
- Joyce Lawhorn, Deputy Clerk

**COUNCIL ABSENT:**

**MEDIA PRESENT:**

None

**1. WELCOME/CALL TO ORDER:**

**a) Invocation**

Mayor Mulhollem called the meeting to order at 6:30 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Archer Lodge, NC and declared a quorum present. Council Member Jackson offered the invocation.

**b) Pledge of Allegiance**

Mayor Mulhollem led in the Pledge of Allegiance to the US Flag.

**2. APPROVAL OF AGENDA:**

**a) No additions or changes noted.**

Moved by: Council Member Wilson  
Seconded by: Mayor Pro Tem Castleberry

**Approved Agenda.**

CARRIED UNANIMOUSLY

**3. OPEN FORUM/PUBLIC COMMENTS:**

(Maximum of 30 minutes allowed; 3 minutes per person)


**a) No Public Comments.**

**4. PUBLIC HEARING, DISCUSSION AND POSSIBLE ACTION ITEMS:**

- a) Discussion and Consideration of Approving Piedmont Natural Gas Company, Inc., a North Carolina Corporation, *Special Use Permit (SUP) Findings of Fact for the Construction of a Natural Gas Regulator Station at 6231 Covered Bridge Road, Archer Lodge. (SUP Approved on April 18, 2022)***

Ms. Maybee shared a Staff Report which appears as follows:

Staff Report Page | 1



**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 (Jim) Purvis, III  
 Mark B. Wilson

To: Town Council  
 From: Julie Maybee, Town Planner  
 Date: June 20, 2022  
 Cc: Town Administrator, Finance Officer/Town Clerk, Deputy Clerk, Town Attorney  
 Re: Consideration and Approval of Piedmont Natural Gas Company, Inc., a North Carolina corporation, Special Use Permit (SUP) Findings of Fact for the Construction of a Natural Gas Regulator Station at 6231 Covered Bridge Road, Archer Lodge, NC

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**Background:**

On April 18, 2022, the Town Council approved, by a majority vote, a Special Use Permit and site plan for Piedmont Natural Gas Company, Inc., a North Carolina corporation, to construct a Natural Gas Regulator Station on a 3.601-acre lot at 6231 Covered Bridge Road, Archer Lodge, NC.

**Requested Town Council Action:**

Staff respectfully request that the Town Council consider and approve Piedmont Natural Gas Company, Inc., a North Carolina corporation, Special Use Permit (SUP) Findings of Fact for the Construction of a Natural Gas Regulator Station at 6231 Covered Bridge Road, Archer Lodge. Please refer to attached draft.

**Ms. Maybee conveyed the following:**

- A **DRAFT** Findings of Fact for Piedmont Natural Gas Company, Inc, Special Use Permit and Site Plan, which was unanimously approved by Town Council on April 18, 2022, is included in the Agenda Packets for your review and consideration.
- Attorney Todd, representing Piedmont Natural Gas, agreed to comply with the conditions placed on the Special Use Permit.
- Staff respectfully requests that the Town Council approve Piedmont Natural Gas Company, Inc., a NC Corporation, Special Use Permit (SUP) Findings of Fact for the Construction of a Natural Gas Regulator Station at 6231 Covered Bridge Road, Archer Lodge as presented.

**Mayor Mulhollem opened the floor for discussions:**

- Questions regarding what happened to the stream on the property.
- Ms. Maybee shared that the applicant will have to provide information and meet the conditions before any zoning compliance permit will be issued.
- Mayor Mulhollem noted that the Findings of Fact was originally approved at the April 18, 2022, Town Council Meeting, but the motion verbiage needed additional clarification.
- Ms. Bruton questioned if she should recuse herself from voting due to having already been recused at the Quasi-Judicial Public Hearing in April 2022.
  - Attorney Burrell confirmed that her recusal carries over from the April 18, 2022, Quasi-Judicial Public Hearing.
- Ms. Batten conveyed that once the Findings of Fact is approved, it will be recorded at the Johnston County Register of Deeds and a copy will also be forwarded to the Piedmont Natural Gas, Inc. attorney.



No further discussion.

Mayor Mulhollem called for a motion.

Recorded Piedmont Natural Gas Special Use Permit Findings of Fact and Site Plan appear as follows:

Filed in JOHNSTON COUNTY, NC  
 CRAIG OLIVE, Register of Deeds  
 Filed 06/21/2022 04:34:17 PM  
 DEED BOOK: 5284 PAGE: 993-995  
 INSTRUMENT #: 2022015494  
 Real Estate Excise Tax \$0.00  
 Deputy/Assistant Register of Deeds Ineal

**ARCHER LODGE TOWN COUNCIL  
 PIEDMONT NATURAL GAS COMPANY, INCORPORATED,  
 A NORTH CAROLINA CORPORATION,  
 SPECIAL USE PERMIT AND SITE PLAN**

On April 18, 2022, the Archer Lodge Town Council conducted a quasi-judicial public hearing and deliberated on a special use permit application submitted by Piedmont Natural Gas Company, Incorporated, A North Carolina corporation, to construct a Natural Gas Regulator Station on a 3.601-acre lot, 6231 Covered Bridge Road, Archer Lodge, NC. Accompanying the special use permit application was the proposed site plan depicting the location of the natural gas regulator station. The property is owned by Piedmont Natural Gas Company, Inc., a North Carolina corporation; and is referenced as Johnston County parcel tag id number 16J03074J. The property is zoned Agricultural-Residential (AR)

After deliberation, Councilmember Purvis moved to approve the *findings of fact* for "1." below. The motion was seconded by Mayor Pro-Tem Castleberry and approved by a 3 to 1 vote. Councilmember Wilson voted no.

1. That the use will not materially endanger the public health, safety if located where proposed.
 

*(a) The proposed use complies with all standards and conditions, and specifications of the Unified Development Ordinance (UDO); (b) As a public utility, the proposed use is a public necessity; (c) The proposed use will be screened from view; (d) A fence and gate will be installed to restrict public access. A knox box will be installed to allow access by emergency responders. (e) Space will be provided adjacent to the station to provide ingress/egress by emergency vehicles; and (f) The facility will be tested and maintained monthly by Piedmont Natural Gas, Inc., a North Carolina corporation, staff.*

After deliberation, Councilmember Purvis moved to approve the *findings of fact* for "2." below. The motion was seconded by Councilmember Jackson and approved unanimously.

2. That the use complies with all standards, conditions, and specifications in the UDO, including Article 5, Use Regulations, and Article 6, Development Standards.

*(a) The proposed use complies with all the standards and conditions, and specifications of the UDO; (b) As a public utility the proposed use is a public necessity; and (c) The proposed use will be screened from view of adjacent properties by existing vegetation, Class A buffer, and fence.*

After deliberation, Councilmember Jackson moved to approve the *findings of fact* for "3." below. The motion was seconded by Councilmember Purvis and approved by a 3 to 1 vote. Councilmember Wilson voted no.

3. That the use will not substantially injure the value of the abutting land, or the special use is a public necessity.

*(a) The proposed use complies with all the standards and conditions, and specifications of the UDO Parking is available on the tank site for maintenance vehicles; (b) As a public utility, the proposed use is a public necessity; and (c) The proposed use will be screened from the view of adjacent properties by existing vegetation, Class A buffer, and fence.*

After deliberation, Mayor Pro-Tem Castleberry moved to approve the *findings of fact* for "4." below. The motion was seconded by Councilmember Purvis and approved unanimously.

4. That the use will be in harmony with the area in which it is to be located.

*(a) The location of the station is in a wooded area off Covered Bridge Road; (b) The proposed use will be screened from the from neighboring properties by a wooded buffer and fence that surrounds on all four sides of the station; and the (c) The station will only be lighted when someone is actively working on site.*

After deliberation, Councilmember Jackson moved to approve the *findings of fact* for "5." below. The motion was seconded by Councilmember Purvis and approved unanimously.

5. That the use in general conformity with the Town's adopted policy guidance.

*(a) The proposed use is in accordance policies set forth in the Archer Lodge 2030 Comprehensive Land Use Plan adopted by the Town Council.*

After deliberation, Councilmember Purvis moved to approve the *findings of fact* for "6." below. The motion was seconded by Mayor Pro-Tem Castleberry and approved by a 3 to 1 vote. Councilmember Wilson voted no.

6. That the use will not exceed the Town's ability to provide adequate public facilities (fire and rescue, utilities, etc.).

*(a) The proposed will provide a natural gas utility to the community. (b) The station will be tested, maintained, and monitored by Piedmont Natural Gas Company, Inc., A North Carolina corporation; and. (c) The Technical Review Committee reviewed the proposed site plan for the natural gas regulator station.*

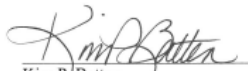
ARCHER LODGE TOWN COUNCIL  
PIEDMONT NATURAL GAS COMPANY, INCORPORATED,  
A NORTH CAROLINA CORPORATION,  
SPECIAL USE PERMIT AND SITE PLAN

Based on the above, a motion was made by Councilmember Purvis and seconded by Mayor Pro-Tem Castleberry to approve the special use permit for Piedmont Natural Gas, Inc., a North Carolina Corporation, for a natural gas regulator station at 6231 Covered Bridge Road, Archer Lodge, NC with the following conditions: (1) Compliance with environmental provisions, and other permitting requirements; (2) Compliance with the UDO, Article 6, Division 4. The installation of the fence/fabric to be as depicted (on the site plan) and maintained in good condition; (3) Class A Buffer to be installed around the entire perimeter of the site prior to the issuance of a Certificate of Occupancy unless otherwise stipulated in the UDO; (4) As built drawing, sealed by a NC Licensed Engineer or Architect, to be provided prior to the issuance of the Certificate of Occupancy; and (5) Comply with exterior lighting requirements as required by the UDO, Article 6, Division 3. The motion was approved by a 3 to 1 vote. Councilmember Wilson voted no.

After deliberation, a motion was made by Councilmember Purvis and seconded by Councilmember Jackson to approve the site plan Piedmont Natural Gas Company, Inc., a North Carolina Corporation, for a natural gas regulator station at 6231 Covered Bridge Road, Archer Lodge, NC. The motion was approved by a 3 to 1 vote. Councilmember Wilson voted no.

  
Matthew B. Mulhollem  
Mayor

ATTEST:

  
Kim P. Batten  
Town Clerk



Moved by: Council Member Purvis

Seconded by: Mayor Pro Tem Castleberry

**Approved Piedmont Natural Gas Company, Inc., a NC Corporation, Special Use Permit (SUP) Findings of Fact for the Construction of a Natural Gas Regulator Station at 6231 Covered Bridge Road, Archer Lodge.**

CARRIED UNANIMOUSLY (4-0; Council Member Bruton was recused)

- b) **Discussion and Consideration of calling a Work Session for Monday, August 15, 2022, at 6:30 PM in the Jeffrey D. Barnes Council Chambers at the Archer Lodge Town Hall, 14094 Buffalo Rd, Archer Lodge, NC 27527 to review the status of goals outlined in the 2015 Comprehensive Land Use Plan and discuss future goals including, but not limited to, Archer Lodge extra territorial planning jurisdiction. (Initially discussed at the April 18, 2022, Town Council Meeting.)**

Council Member Burton recommended changing the verbiage in agenda Item 4.b. "**but limited to**" to the phrase "**but not limited to**". Mayor Mulhollem agreed that the correction was needed.

Mayor Mulhollem opened the floor for discussion. No further discussion.

Mayor Mulhollem called for a motion.

Moved by: Council Member Wilson

Seconded by: Council Member Purvis

**Approved a Work Session for Monday, August 15, 2022, at 6:30 p.m. in the Jeffrey D. Barnes Council Chambers at the Archer Lodge Town Hall, 14094 Buffalo Rd, Archer Lodge, NC**

**27527 to review the status of goals outlined in the 2015 Comprehensive Land Use Plan and discuss future goals including, but not limited to, Archer Lodge extra territorial planning jurisdiction. (Initially discussed at the April 18, 2022, Town Council Meeting) as amended.**

CARRIED UNANIMOUSLY


**c) Discussion and Consideration of Adopting Budget Amendment for Fiscal Year Ending June 30, 2022 ~ (BA 2022 05).**

Ms. Batten informed that this is the annual "clean up" budget amendment and the final one for the fiscal year ending June 30, 2022. The General Fund, Capital Reserve Fund, Park Reserve Fund and Public Safety Reserve Fund have unanticipated revenues and expenditures that need to be appropriated or reappropriated before the fiscal year end. Council Member Jackson, remotely, clarified that this amendment was for the current fiscal year. No discussion followed.

Adopted Budget Amendment (BA 2022 05) appears as follows:

BA 2022 05

Town of Archer Lodge  
Fiscal Year Ending June 30, 2022




Budget Amendment # BA 2022 05  
Date: 20-Jun-22


**Gen Fund/Cap Res Fund/Park Res Fund/Public Safety Res Fund**

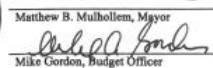
Account	Account Number	Budget	Amendment	Amended Budget
<b>Revenues:</b>				
Gen/2013 Property Taxes	10-3113-0120	-	20.00	20.00
Gen/2019 Property Taxes	10-3119-0000	50.00	600.00	650.00
Gen/2020 Property Taxes	10-3120-0000	390.00	610.00	1,000.00
Gen/2021 Property Taxes	10-3121-0000	768,000.00	3,000.00	771,000.00
Gen/Article 39 1% Sales Tax	10-3239-0000	112,000.00	20,000.00	132,000.00
Gen/Article 40 1/2% Sales Tax	10-3240-0000	71,000.00	15,000.00	86,000.00
Gen/Article 42 1/2% Sales Tax	10-3242-0000	58,000.00	10,000.00	68,000.00
Gen/Article 44 NCGS 104-524 Sales Tax	10-3244-0524	14,800.00	700.00	15,500.00
Gen/Alcohol Beverage Tax	10-3322-0000	22,500.00	(3,250.00)	19,250.00
Gen/Telecommunications Franchise	10-3325-0000	25,000.00	(6,000.00)	19,000.00
Gen/ABC Profits - Johnston County	10-3337-0000	30,000.00	(8,000.00)	22,000.00
Gen/Permits and Fees	10-3340-0000	6,000.00	-2,000.00	4,000.00
Gen/Fee in Lieu of Recreation	10-3345-0000	15,000.00	(12,000.00)	3,000.00
Gen/American Rescue Plan Act Grant (ARPA)	10-3450-0000	1,050,427.00	(525,213.00)	525,214.00
Gen/Investment Earnings	10-3831-0000	4,000.00	500.00	4,500.00
Gen/Transfer from Capital Reserve Fund 30	10-3900-3930	95,000.00	59,250.00	154,250.00
Gen/Transfer from Public Safety Reserve Fund 32	10-3900-3932	26,750.00	(26,750.00)	-
Gen/Fund Balance Appropriated	10-3990-0000	82,145.00	(82,145.00)	-
Cap Res Fnd/Fund Balance Appropriated	30-3990-0000	68,200.00	59,250.00	127,450.00
Park Res Fnd/Transfer from General Fund 10	31-3900-3910	135,000.00	(17,000.00)	123,000.00
Park Res Fnd/Fund Balance Appropriated	31-3990-0000	-	237,800.00	237,800.00
Public Safety Res Fnd/Fund Balance Appropriated	32-3990-0000	450.00	(450.00)	-
<b>Total Increase (Decrease) in Revenues</b>			<b>(267,080.00)</b>	
<b>Expenditures:</b>				
Gen/Admin/Salaries	10-4120-1210	151,000.00	(13,715.00)	137,285.00
Gen/Admin/Salaries (Part-Time)	10-4120-1220	33,000.00	3,000.00	36,000.00
Gen/Public Safety/Contracted Services-Fire Department	10-4300-3500	363,000.00	7,000.00	370,000.00
Gen/Public Safety/Contracted Services-Police Protection	10-4300-3525	28,750.00	(26,750.00)	2,000.00
Gen/Parks & Rec/Capital Outlay	10-6120-5100	138,250.00	16,000.00	154,250.00
Gen/Interfund Transfers/Transfer to Park Reserve Fund 31	10-9900-0031	135,000.00	(12,000.00)	123,000.00
Gen/Interfund Transfers/Transfer to Am Rescue Plan (ARPA) Fnd 42	10-9900-0042	1,050,427.00	(525,213.00)	525,214.00
Cap Res Fnd/Transfer to General Fund 10	30-9900-0030	95,000.00	59,250.00	154,250.00
Park Res Fnd/Transfer to Archer Lodge Town Park Fund 41	31-9900-0041	74,200.00	225,800.00	300,000.00
Public Safety Res Fnd/Public Safety Development	32-4300-5500	-	26,300.00	26,300.00
Public Safety Res Fnd/Transfer to General Fund 10	32-9900-0010	26,750.00	(26,750.00)	-
<b>Total Increase (Decrease) in Expenditures</b>			<b>(267,080.00)</b>	

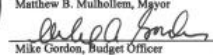
Justification for Budget Amendment:  
To appropriate or reappropriate unanticipated revenues and expenditures as recorded.

Adopted this 20th day of June 2022

ATTEST:  
  
Kim P. Batten, Town Clerk



  
Matthew B. Mulhollem, Mayor

  
Mike Gordon, Budget Officer

Moved by: Mayor Pro Tem Castleberry  
Seconded by: Council Member Purvis  
**Adopted Budget Amendment for Fiscal Year Ending June 30, 2022 (BA 2022 05) as presented.**

CARRIED UNANIMOUSLY

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**d) PUBLIC HEARING - Proposed Annual Budget Ordinance for Fiscal Year 2022-2023**

1. **Open Public Hearing**
2. **Public Comments**
3. **Close Public Hearing**

1. Mayor Mulhollem asked for a motion to **Open the Public Hearing**.

2. Mayor Mulhollem asked if there were any **Public Comments**.  
There were no public comments.

3. Mayor Mulhollem asked for a motion to **Close the Public Hearing**.

Moved by: Council Member Wilson

Seconded by: Mayor Pro Tem Castleberry

**Approved to Open the Public Hearing at 6:59 p.m.**

CARRIED UNANIMOUSLY

Moved by: Council Member Wilson

Seconded by: Council Member Purvis

**Approved to Close the Public Hearing at 7:00 p.m.**

CARRIED UNANIMOUSLY

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**e) Discussion and Consideration of Adopting the Annual Budget Ordinance for Fiscal Year 2022-2023**

Mayor Mulhollem opened the floor for discussion.

**Council Member Bruton presented the following:**

- She shared a spreadsheet of different scenarios to cut the budget.
- She recommended making cuts in the budget to eliminate raising taxes.
- She presented budget cuts totaling \$381,513 which was separate from the \$360,000 budget cuts proposed by staff.
- She suggested a 5% COLA with the employee deciding to contribute 2% in NC 401K versus the proposed budget of a 3% COLA and the Town increase their contribution by 2% in NC 401K.

Discussion followed.

**Council Member Purvis shared the following:**

- He recommended continued support of the Johnston County Public Schools.
- He suggested keeping the parking pad project for the Archer Lodge Veterans Memorial Site due to it being a focal point in the Town.
- He suggested adding a Memorial Day Ceremony along with the Veterans Day Ceremony in the budget.
- He mentioned making budget cuts as necessary during the year.
- He agreed with cutting the salary increases for the Council and Advisory Boards.
- He recommended keeping the 2% increase in the Town's contribution to the NC 401K for staff, based on the North Carolina League of Municipalities COLA reports, and doing so provides a strong benefit package for the upcoming hires.

Discussion followed.

**Council Member Jackson shared the following:**

- He shared that he was not in favor of the proposed \$546,025 being used from the general fund balance.
- He preferred \$200,000 or less to be allocated from the general fund balance.
- He noted that he did not want an increase in the tax rate.

Discussion followed.

**Mayor Mulhollem summarized the current consensus of the Town Council:**

- No increase in the salaries of the Town Council or Advisory Boards.
- Keep the proposed 3% COLA and increase the Town's portion to NC401K by 2%.

**Ms. Batten discussed the following:**

- She asked Mayor Mulhollem to clarify the suggested changes to the proposed fund balance cuts.
- She stated that staff recommended at least having a five-cents (\$0.05) tax increase, reducing the Park Reserve transfer by at least one-cent (\$0.01) to cover all newly added items in the budget. Ms. Batten mentioned that if this budget did not include a tax increase, then the next year could include a town tax increase along with a fire district tax increase all at one time.
- She informed the Council that the budget covers the new hires and the operations of a Parks and Recreation Department.
- She thanked everyone for reviewing the budget and doing their due diligence.
- She explained that two (2) items were mistakenly not included in the Proposed Budget that should have been included:
  - The NC PARTF Accessibility Grant to the Park which funds equipment for disabled children and veterans. A five (5) to one (1) match must be budgeted in order to apply by November 1, 2022. The budget did not have the match included.
  - The Archer Lodge Community Center did not receive funds from the Johnston County Grant they applied for, so they will not be needing assistance for a potential match. The match was not included, but ALCC did not receive the grant.

**Mayor Mulhollem called for a consensus of the Board Members regarding a tax increase and the results were as follows:**

- Council Member Wilson: **YES** to a five-cents (\$0.05) tax increase, if needed.
- Mayor Pro Tem Castleberry: **YES** to a five-cents (\$0.05) tax increase. (Law Enforcement needs, ALCC needs)
- Council Member Purvis: **YES** to a five-cents (\$0.05) tax increase, if needed.
- Council Member Bruton: **NO** to a tax increase, supported the proposed cuts.
- Council Member Jackson: **NO** to a tax increase.
- Staff recommended increasing the tax rate by five-cents (\$0.05), reducing the three-cents (\$0.03) tax transfer to the park reserve fund by one-cent (\$0.01), and making the proposed cuts in the budget.

Discussion followed without Council Member Jackson because he was no longer available remotely.

Mayor Mulhollem called for a motion to adopt the budget with the amendments and no tax increase. Due to the vote ending in a **TIE**, two in favor (TB, MW) and two opposed (CC,JP), Mayor Mulhollem had to vote and opposed the motion, so the motion **FAILED** with two in favor and three opposed.

Mayor Mulhollem remarked that there were good points on both sides, and he applauded everyone's participation, but after hearing all of the discussion, he felt that the Town must prepare for the future. He conveyed that he would have to vote in favor of the five-cents (\$0.05) tax increase.

Mayor Mulhollem called for a motion to adopt the proposed budget by increasing the town's tax rate by five-cents (\$0.05), decreasing the tax

transfer to the Park Reserve Fund by one-cent (\$0.01) and making the budget cuts as agreed.

Adopted Annual Budget Ordinance for Fiscal Year Ending June 30, 2023 appears as follows:

<b>Town of Archer Lodge, North Carolina</b>	
<b>ANNUAL BUDGET ORDINANCE</b>	
Fiscal Year July 1, 2022 to June 30, 2023	
<p><b>BE IT ORDAINED</b> by the Town Council of the Town of Archer Lodge, Johnston County, North Carolina, pursuant to §159-7 thru §159-17, that: (1) the sum of estimated net revenues and appropriated fund balance in each fund shall be equal to expenditures in each fund for Fiscal Year 2022-2023; and (2) departmental expenditures for the fiscal year shall not exceed the estimated departmental totals as depicted below and on the following pages: General Fund 10 = \$2,632,400; Capital Reserve Fund 30 = \$1,000; Park Reserve Fund 31= \$161,000; and Public Safety Reserve Fund 32 = \$200,000; all funds totaling a <b>Budget Ordinance of \$2,994,400</b>; and (3) Revenues from the Ad Valorem Property Tax shall be levied in the amount of <b>\$0.27 per \$100 evaluation</b> consisting of \$0.09 North Side Fire District Tax (appropriated in Public Safety for the North Side Fire &amp; Rescue), \$0.02 Park Reserve Fund 31 Designation and General Fund 10 receiving the balance of \$0.16.</p>	
<b>General Fund 10</b>	
<b>General Fund 10 Revenues:</b>	<b>Amount</b>
Ad-Valorem Property Taxes	\$ 1,116,500
State Sales Tax Distributions	284,000
Unrestricted Intergovernmental Revenues	181,500
Restricted Intergovernmental Revenues	51,500
Permits and Fees	7,500
Fee in Lieu of Recreation	78,000
Investment Earnings	4,500
Grants Funding (ARPA & Jo Co Open Space)	608,900
Transfers in from Park Reserve & Public Safety Reserve Funds	260,000
General fund Balance Appropriated	<u>40,000</u>
Total Revenues	<u>\$ 2,632,400</u>
<b>General Fund 10 Expenditures:</b>	
General Government	\$ 564,790
Public Safety	571,700
Transportation/Streets - Public Works	28,500
Planning and Zoning	236,030
Parks and Recreation	408,940
Debt Service	136,940
Interfund Transfers to ARPA Fund & Park Res Fund	<u>685,500</u>
Total Expenditures	<u>\$ 2,632,400</u>
Revenues Over (Under) Expenditures	<u>-</u>



Town of Archer Lodge, North Carolina  
ANNUAL BUDGET ORDINANCE  
Fiscal Year July 1, 2022 to June 30, 2023

<b>Capital Reserve Fund 30</b>		<u>Amount</u>
<b>Capital Reserve Fund 30 Revenues:</b>		
Investment Earnings		1,000
Total Revenues		<u>\$ 1,000</u>
<b>Capital Reserve Fund 30 Expenditures:</b>		
N/A		
Total Expenditures		<u>\$ -</u>
Revenues Over (Under) Expenditures		<u>\$ 1,000</u>
<b>Interfund Transfers:</b>		
Capital Reserve Fund Balance Appropriation		\$ -
Transfer from General Fund 10		\$ -
Transfer to General Fund 10		\$ -
Total Other Financing Sources (Uses):		<u>\$ -</u>
Total Revenues Over (Under) Expenditures and Other Financing Sources (Uses)		<u>\$ 1,000</u>

**Town of Archer Lodge, North Carolina**  
**ANNUAL BUDGET ORDINANCE**  
 Fiscal Year July 1, 2022 to June 30, 2023

<b>Park Reserve Fund 31</b>		<u>Amount</u>
<b><i>Park Reserve Fund 31 Revenues:</i></b>		
Investment Earnings		1,000
Total Revenues		<u>\$ 1,000</u>
<b><i>Park Reserve Fund 31 Expenditures:</i></b>		
Recreation Development		-
Total Expenditures		<u>\$ -</u>
Revenues Over (Under) Expenditures		<u>\$ 1,000</u>
<b><i>Interfund Transfers:</i></b>		
Transfer from General Fund 10	50.02 Tax/Fees-in-Lieu	\$ 160,000
Transfer to General Fund 10	Loan Payment	\$ (60,000)
Transfer to Archer Lodge Town Park Fund 41		\$ (101,000)
Total Other Financing Sources (Uses):		<u>\$ (1,000)</u>
Total Revenues Over (Under) Expenditures and Other Financing Sources (Uses)		<u>\$ -</u>

Town of Archer Lodge, North Carolina  
ANNUAL BUDGET ORDINANCE  
Fiscal Year July 1, 2022 to June 30, 2023

Public Safety Reserve Fund 32	
	Amount
<b>Public Safety Reserve Fund 32 Revenues:</b>	
Investment Earnings	\$ 1,000
Total Revenues	\$ 1,000
<b>Public Safety Reserve Fund 32 Expenditures:</b>	
Public Safety Development	-
Total Expenditures	\$ -
Revenues Over (Under) Expenditures	\$ 1,000
<b>Interfund Transfers:</b>	
Public Safety Reserve Fund Balance Appropriation	\$ 199,000
Transfer from General Fund 10	\$ -
Transfer to General Fund 10	\$ (200,000)
Total Other Financing Sources (Uses):	\$ (1,000)
Total Revenues Over (Under) Expenditures and Other Financing Sources (Uses)	\$ -

DULY ADOPTED THIS 20TH DAY OF JUNE 2022

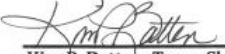
TOWN OF ARCHER LODGE

  
Matthew B. Mulhollem, Mayor



ATTEST:

  
Michael A. Gordon, Budget Officer

  
Kim P. Batteh, Town Clerk

Moved by: Council Member Bruton  
Seconded by: Council Member Wilson

**Motion Failed to Approve the Proposed Annual Budget Ordinance for Fiscal Year 2022-2023 with Amendments and No Tax Increase. The vote was Tied and Mayor Mulhollem Broke Tie and Opposed Motion.**

FAILED: 2 IN FAVOR (Bruton & Wilson)  
3 OPPOSED (Castleberry, Purvis, Mulhollem)

Moved by: Council Member Purvis  
Seconded by: Mayor Pro Tem Castleberry

**Adopted the Annual Budget Ordinance for Fiscal Year 2022-2023 with an increase in the town's tax rate of five-cents (\$0.05), a decrease in the tax transfer to the Park Reserve Fund by one-cent (\$0.01) and a deduction of budget cuts as agreed. The vote was Tied and Mayor Mulhollem Broke Tie and Approved Motion.**

CARRIED: 3 IN FAVOR (Castleberry, Purvis, Mulhollem)  
2 OPPOSED (Bruton & Wilson)

**5. TOWN ATTORNEY'S REPORT:**

- a) **Attorney Burrell applauded the Governing Body for their budget process which helped them come to a decision.**

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**6. TOWN ADMINISTRATOR'S REPORT:**

- a) **Mr. Gordon shared that the park is progressing and paving will begin next week. He also applauded the communication and work that was put in adopting the budget.**
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**7. FINANCIAL/TOWN CLERK'S REPORT:**

- a) **Interim Financial Reports for March, April & May 2022 (cumulative)**

Ms. Batten shared cumulative financial reports for months ending March, April and May 2022 for all the funds. With the end of May, Ms. Batten noted, the fiscal year is 92% complete and the revenues in the General Fund were approximately 75% collected. She mentioned that the SCIF Grant had been received as well as the quarterly franchise taxes on March 15th. Regarding the expenditures in the General Fund, the summation for the three months expenditures were higher than the revenues for those three months by \$35,100; however, for the fiscal year to date, revenues were higher than expenditures by roughly \$131,900.

Ms. Batten explained that the Capital Reserve Fund, Park Reserve Fund and the Public Safety Reserve Fund had investment earnings. The Park Reserve Fund was the only fund that had other transactions which were the three-cents transfer from the General Fund and transfers to the Archer Lodge Town Park PARTF Project Fund.

Regarding the Archer Lodge Town Park PARTF Project Fund, Ms. Batten shared the small number of transactions:

- 1) \$17,800 in PARTF grant money received; and
- 2) current expenditures were approximately \$188,300.

The ARPA Fund showed investment earnings and expenditures to James Moore, CPA firm for their contract to assist the Town with the ARPA Grant, Ms. Batten stated.

Ms. Batten noted the SCIF Fund showed investment earnings, but no expenditures to report.

In comparing fiscal year ending May 2022 with May 2021, Ms. Batten shared that the revenues were higher in 2022 due to receiving ARPA and SCIF Grants, and she further noted that ad valorem, motor vehicle and sales tax revenues had increased in May 2022. In addition, Ms. Batten mentioned, the expenditures were also higher in May 2022, because of transferring those grant monies to their respective funds, and increases in the following departments: public safety, transportation/public works, governing body, administration; and a transfer to the Capital Reserve fund. No further information was provided, and no discussion followed.

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**8. PLANNING/ZONING REPORT:**

- a) **Planning | Zoning | Projects | Updates**

Ms. Maybee reported the following:

**Animal Control:**

- 2 Cat Complaints
- 2 Cat Traps Deployed

- 2 Dog Complaints
- 2 Walking Patrol
- Telephone Call

**Planning:**

- A subdivision of 16 lots (cluster development/area of open space) on South Murphrey Road will be discussed at the July 20, 2022, Planning Board Meeting.
- A minor subdivision, which was approved by the Planning Board, on Castleberry Road is still in the development process.
- A public hearing will be scheduled in August 2022, Regular Town Council Meeting for text amendments that were recommended for approval.
- The Planning Board will be considering text amendments for minor subdivisions and driveways at their July meeting, if approved, their recommendation is planned to be presented at the August 2022, Regular Town Council Meeting.

**Zoning:**

- From May 2022 - Present, there has been less than 10 Zoning Permits issued for residential accessory buildings and solar power units.

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**b) Code Enforcement**

No report.

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**c) CAMPO**

Ms. Maybee reported that CAMPO (Capital Area Metropolitan Planning Organization) will be updating the Southeast Area Study (SEAS) and plan to further their boundaries. They provided a flyer to members showing more information.

Due to time constraints, Ms. Maybee informed the Council that she would email her PowerPoint presentation to the Board the next day. She provided a brief overview of the study, mentioned looking at the Town's goals as well as ETJ.

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**9. MAYOR'S REPORT:**

**a) No report.**

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**10. COUNCIL MEMBERS' REMARKS:**

(non-agenda items)

**a) Council Member Bruton warned everyone to be cautious when seeing folded dollar bills in parking lots due to the possibility of them having been laced with fentanyl which can be deadly. Ms. Bruton noted that she had heard reports of this happening in Tennessee and Kinston, NC.**

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**b) Council Member Wilson shared that everyone at the meeting were winners and there were no losers. He stated that the Council had done what they were supposed to do for the Town. He congratulated everyone.**

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- c) **Mayor Pro Tem Castleberry shared that he recently changed jobs to an employer that provides fuel to Duke Energy fleet trucks. He commended the diligence of the Duke Energy crews which were on emergency calls restoring power in damaged areas affected by Hurricane Ian.**

**He informed that he and his wife would be traveling for their 30th Anniversary and will return next week.**

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- d) **Council Member Purvis shared that he appreciated the good conversation/discussion during the meeting.**
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**11. ADJOURNMENT:**

- a) **Having no further business, Mayor Mulhollem asked for a motion to adjourn meeting.**

Moved by: Council Member Wilson

Seconded by: Mayor Pro Tem Castleberry

**Adjourned meeting at 10:10 p.m.**

CARRIED UNANIMOUSLY

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Matthew B. Mulhollem, Mayor

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Kim P. Batten, Town Clerk



## Regular Council - Minutes Monday, July 11, 2022

**COUNCIL PRESENT:**

Mayor Mulhollem  
Mayor Pro Tem Castleberry  
Council Member Bruton (Remotely)  
Council Member Jackson  
Council Member Purvis  
Council Member Wilson

**STAFF PRESENT:**

Mike Gordon, Town Administrator  
Marcus Burrell, Town Attorney  
Kim P. Batten, Finance Officer/Town Clerk

**COUNCIL ABSENT:**

**STAFF ABSENT:**

Julie Maybee, Town Planner

Page

**1. WELCOME/CALL TO ORDER:**

**a) Invocation**

Mayor Mulhollem called the meeting to order at 6:31 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Archer Lodge, NC and declared a quorum present. Council Member Jackson offered the invocation.

**b) Pledge of Allegiance**

Mayor Mulhollem led in the Pledge of Allegiance to the US Flag.

**2. APPROVAL OF AGENDA:**

**a) No additions or changes noted.**

Moved by: Council Member Wilson  
Seconded by: Mayor Pro Tem Castleberry  
**Approved the Agenda.**

CARRIED UNANIMOUSLY

**3. OPEN FORUM/PUBLIC COMMENTS:**

(Maximum of 30 minutes allowed; 3 minutes per person)

**a) No Public Comments.**

**4. DISCUSSION AND POSSIBLE ACTION ITEMS:**

**a) Discussion and Consideration of Engaging May & Place, PA to Audit Financial Records and Approving the Audit Contract for Fiscal Year Ending June 30, 2022.**

Ms. Batten reminded the Council that the consideration to engage/approve May & Place, PA to audit the previous year's financials was an annual



process. She noted that the Town has contracted with this firm since fiscal year ending 2016 and the audits have been successful. Staff recommended approving May & Place, PA for the audit contract.

Mayor Mulhollem opened the floor for discussion. No discussion followed.

Mayor Mulhollem called for a motion.

The Approved Letter of Engagement with May & Place, PA to Audit Financial Records for Fiscal Year Ending June 30, 2022 appears as follows:

**May & Place, PA**  
CERTIFIED PUBLIC ACCOUNTANTS

P.O. Box 900  
LOUISBURG, NC 27549  
Bus: 919-496-3041  
Fax: 919-496-6342

SCOTT H. MAY, CPA  
DALE R. PLACE, CPA, CFE

June 21, 2022

To the Honorable Mayor and Town Council Members  
14094 Buffalo Road  
Archer Lodge, NC 27527

We are pleased to confirm our understanding of the services we are to provide the Town of Archer Lodge for the year ended June 30, 2022.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Archer Lodge as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Archer Lodge's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Archer Lodge's RSI in accordance with auditing standards generally accepted in the United States of America (GAAP). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Local Government Employees' Retirement System's Schedule of the Proportionate Share of the Net Pension Liability and Contributions.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Archer Lodge's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining and individual fund statements
- 2) Budgetary schedules and other schedules

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standard* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and

are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

**Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town of Archer Lodge and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

Improper revenue recognition due to fraud.

Our audit of financial statements does not relieve you of your responsibilities.

**Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to

render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Archer Lodge's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

**Other Services**

We will also assist in preparing the financial statements and related notes of the Town of Archer Lodge in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed, and approved the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are 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 government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Mayor and Town Council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of May & Place, PA, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the North Carolina Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of May & Place, PA, personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we

will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Dale Place is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately July 15, 2022, and to issue our reports no later than October 31, 2022.

Our fee for these services will be \$6,000.00 plus \$5,000.00 for each federal and/or State major program as defined by the Uniform Guidance and/or the NC Single Audit Implementation Act for the audit and \$4,500.00 for the financial statement preparation. Our invoices for these fees will be rendered in accordance with the North Carolina Local Government Commission instructions as detailed in the contract. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

**Reporting**

We will issue a written report upon completion of our audit of Town of Archer Lodge's financial statements. Our report will be addressed to the Town Council of the Town of Archer Lodge. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Town of Archer Lodge is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Town of Archer Lodge and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy, and return it to us.

Very truly yours,

*May & Place, PA*

May & Place, PA

**RESPONSE:**

This letter correctly sets forth the understanding of the Town of Archer Lodge.

Management signature: *Mike Gordon*

Title: Town Administrator Mike Gordon

Date: July 11, 2022



The Approved Audit Contract with May & Place, PA for Fiscal Year Ending June 30, 2022 appears as follows:

LGC-205 **CONTRACT TO AUDIT ACCOUNTS** Rev. 11/2021

The 

Governing Board
Town Council

of 

Primary Government Unit
Town of Archer Lodge

and 

Discretely Presented Component Unit (DPCU) (if applicable)
N/A

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and 

Auditor Name
May & Place, PA
Auditor Address
PO Box 900 Louisburg, NC 27549

*Hereinafter referred to as Auditor*

for 

Fiscal Year Ending	Audit Report Due Date
06/30/22	10/31/22

*Must be within four months of FYE*

hereby agree as follows:

- The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
- At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

Page 1

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)(G.S. 159-34 and 115C-447) All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to



the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditor's opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and Governmental Auditing Standards, 2018 Revision. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name: Kim P. Batten Title and Unit / Company: Finance Officer/Town Clerk Email Address: kim.batten@archerlodgenc.gov

OR Not Applicable (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

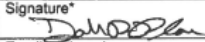
Table with 2 columns: Fee Description, Amount. Rows include Primary Government Unit (Town of Archer Lodge), Audit Fee (\$6,000.00), Fee per Major Program (\$5,000.00), Writing Financial Statements (\$4,500.00), All Other Non-Attest Services (\$), 75% Cap for Interim Invoice Approval (\$).

DPCU FEES (if applicable)


Table with 2 columns: Fee Description, Amount. Rows include Discretely Presented Component Unit (N/A), Audit Fee (\$), Fee per Major Program (\$), Writing Financial Statements (\$), All Other Non-Attest Services (\$), 75% Cap for Interim Invoice Approval (\$).

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* May & Place, PA	
Authorized Firm Representative (typed or printed)* Date Place	Signature* 
Date* 6/21/22	Email Address* dale@mayandplace.com

GOVERNMENTAL UNIT


Governmental Unit* Town of Archer Lodge	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed)* Matthew B. Muhollem	Signature* 
Date July 11, 2022	Email Address matt.muhollem@archerlodgenc.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

Primary Governmental Unit Finance Officer* (typed or printed) Kim P. Batten	Signature* 
Date of Pre-Audit Certificate* July 11, 2022	Email Address* kim.batten@archerlodgenc.gov

LGC-205 CONTRACT TO AUDIT ACCOUNTS Rev. 11/2021

**SIGNATURE PAGE – DPCU**  
(complete only if applicable)

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address


**DPCU – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

DPCU Finance Officer (typed or printed)*	Signature*
N/A	
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.



Page 9

Moved by: Council Member Wilson  
 Seconded by: Council Member Jackson  
**Approved Letter of Engagement and Audit Contract with May & Place, PA to Audit Financial Records for Fiscal Year Ending June 30, 2022.**  
 CARRIED UNANIMOUSLY

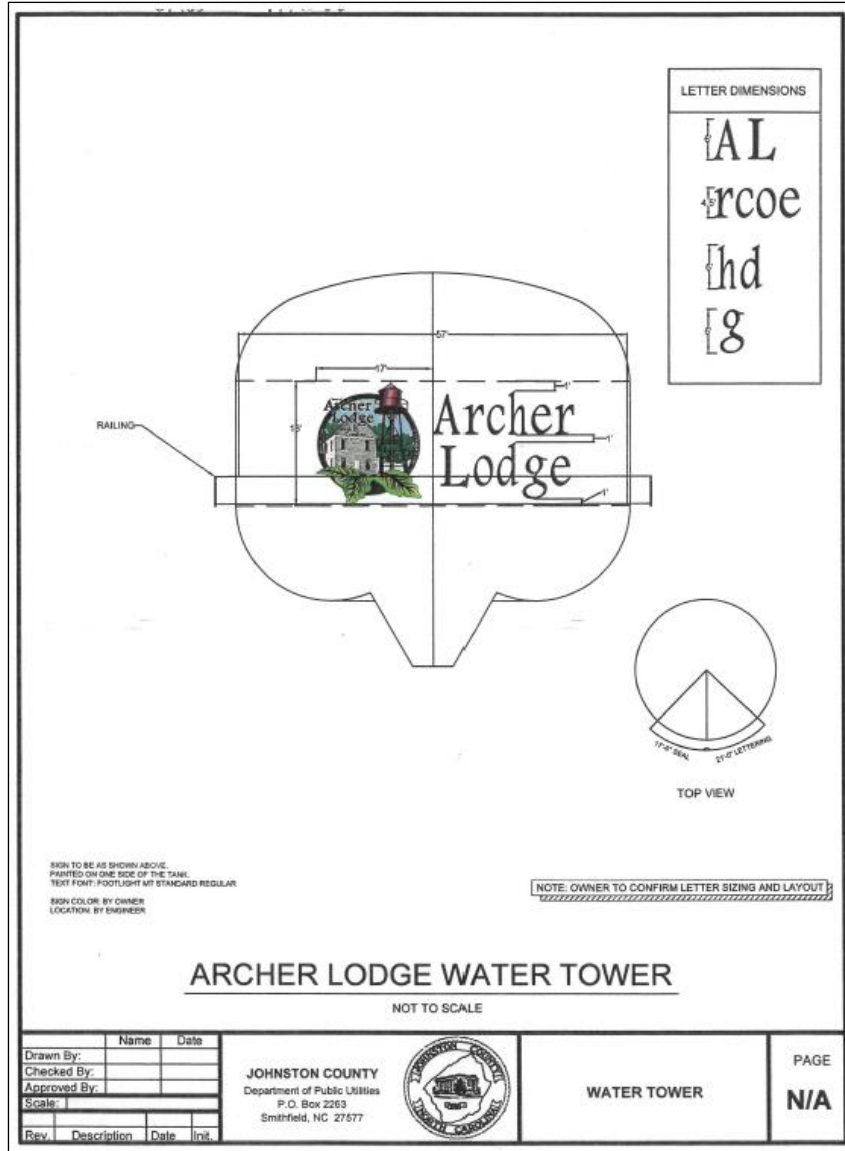
**b) Discussion and Consideration of Choosing Artwork Design/Layout for Johnston County's New Elevated Water Tower Already Approved to be Erected at the Archer Lodge Middle School Site.**

Mr. Gordon informed that there were three layout examples for placement of the town seal and name on the water tower, included in the agenda packets, for them to review. He discussed some recommendations by Staff and noted the costs will be shared with Johnston County.

Discussion followed.



The Council agreed on the side-by-side design which appears as follows:



Moved by: Council Member Jackson  
Seconded by: Mayor Pro Tem Castleberry

**Approved Side-By-Side Artwork Design/Layout for Johnston County's New Elevated Water Tower which was Previously Approved to be Erected at the Archer Lodge Middle School Site.**

CARRIED UNANIMOUSLY

**5. TOWN ATTORNEY'S REPORT:**

- a) **Attorney Burrell shared that Governor Cooper announced the expiration date of the State of North Carolina's State of Emergency Declaration for COVID as being August 15, 2022. He explained that once the town terminates the Town of Archer Lodge's State of Emergency Declaration, then the town will continue to follow the remote participation policy adopted previously in 2020.**

**6. TOWN ADMINISTRATOR'S REPORT:**

19 - 21

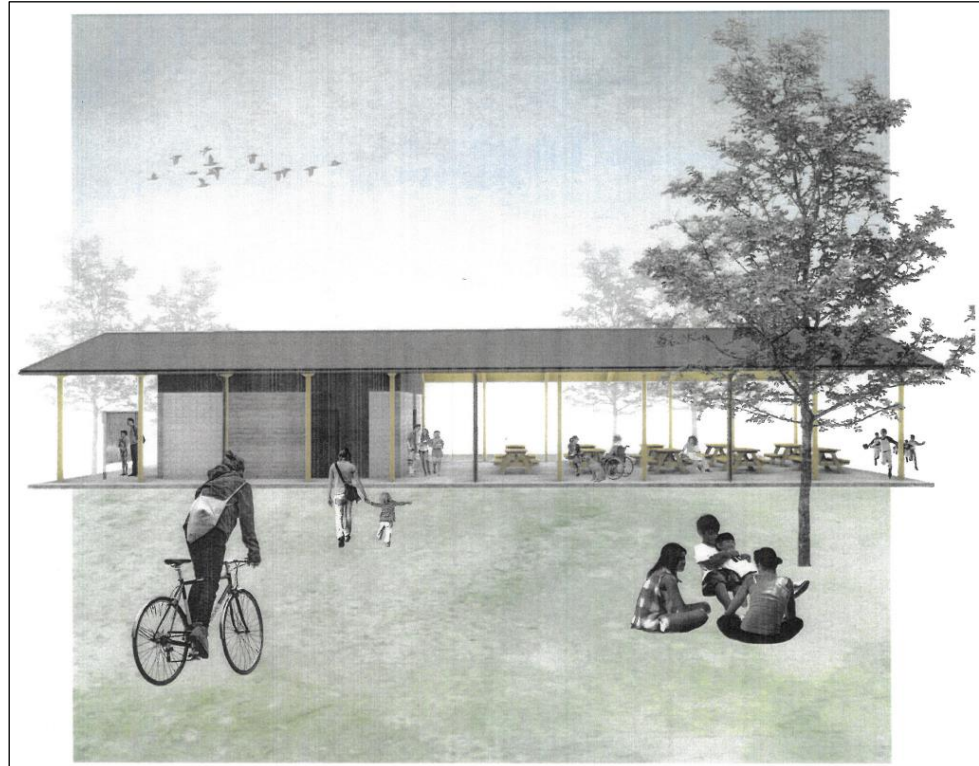
- a) **Mr. Gordon reported the following:**

**Park Update:**

- He stated that NCDOT requested the driveway on the west side of the park land (the location of the farmhouse) be across from the main

entrance of the park on the other side, and the Town is moving ahead with permitting.

- He's researching on the feasibility of relocating the farmhouse and scaling down the ditch bank at the current location of the farmhouse for better visibility on the west side.
- He mentioned that the landscape architect stated there's not enough room for a gymnasium on the park property due to impervious surface and required parking restrictions.
- He shared a drawing of the picnic shelter with the restroom facility which appears as follows:



- He shared a new draft version of the Master Plan depicting the new locations for the picnic shelter and playground due to the placement of utilities which *appears after the signature page of the minutes*.
- He spoke about contracting with Susan Hatchell Landscape Architect and NV5 for Phase 2 site plans.
- He stated that once Phase 2 specifications were available, he plans to provide them to JM Daniels Construction Co., Inc. Due to them currently working on Phase 1 and their equipment already on site, there may be savings for the Town to proceed with phase 2.
- He noted that the parking lot in phase 1 was paved and grading for the walking trail is underway.
- He shared two drawings from Susan Hatchell Landscape Architect which provided ideas/options for the west side of the park property and asked the Council to provide input. *The drawings shared with the Council appear after the signature page of the minutes.*

Discussion followed.

[New Draft Version of the Master Plan](#)  
[Western Parcel Drawing 1](#)  
[Western Parcel Drawing 2](#)

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## 7. **MAYOR'S REPORT:**

- a) **Mayor Mulhollem conveyed that Family Fun Day was nice, despite having to move the day of the event from Saturday to Sunday, July 10, 2022, due to inclement weather.**

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**8. COUNCIL MEMBERS' REMARKS:**

(non-agenda items)

a) **Council Member Wilson entertained the Council with song about the weather.**

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b) **Council Member Jackson expressed that he was glad to be able to attend the meeting.**

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c) **Council Member Bruton expressed that meeting minutes should be a priority so they can be approved and available.**

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d) **Mayor Pro Tem Castleberry informed that Selma Fire Chief Phillip McDaniel handled the fireworks show at ALCC's Family Fun Day and how much his family enjoyed them. Mr. Castleberry mentioned that there was less traffic at the event, but there was a large attendance and security was provided by the Johnston County Sheriff Dept.**

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e) **Council Member Purvis had no comments.**

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**9. ADJOURNMENT:**

a) **Having no further business, Mayor Mulhollem asked for a motion to adjourn the meeting.**

Moved by: Council Member Wilson

Seconded by: Council Member Jackson

**Adjourned meeting at 7:03 p.m.**

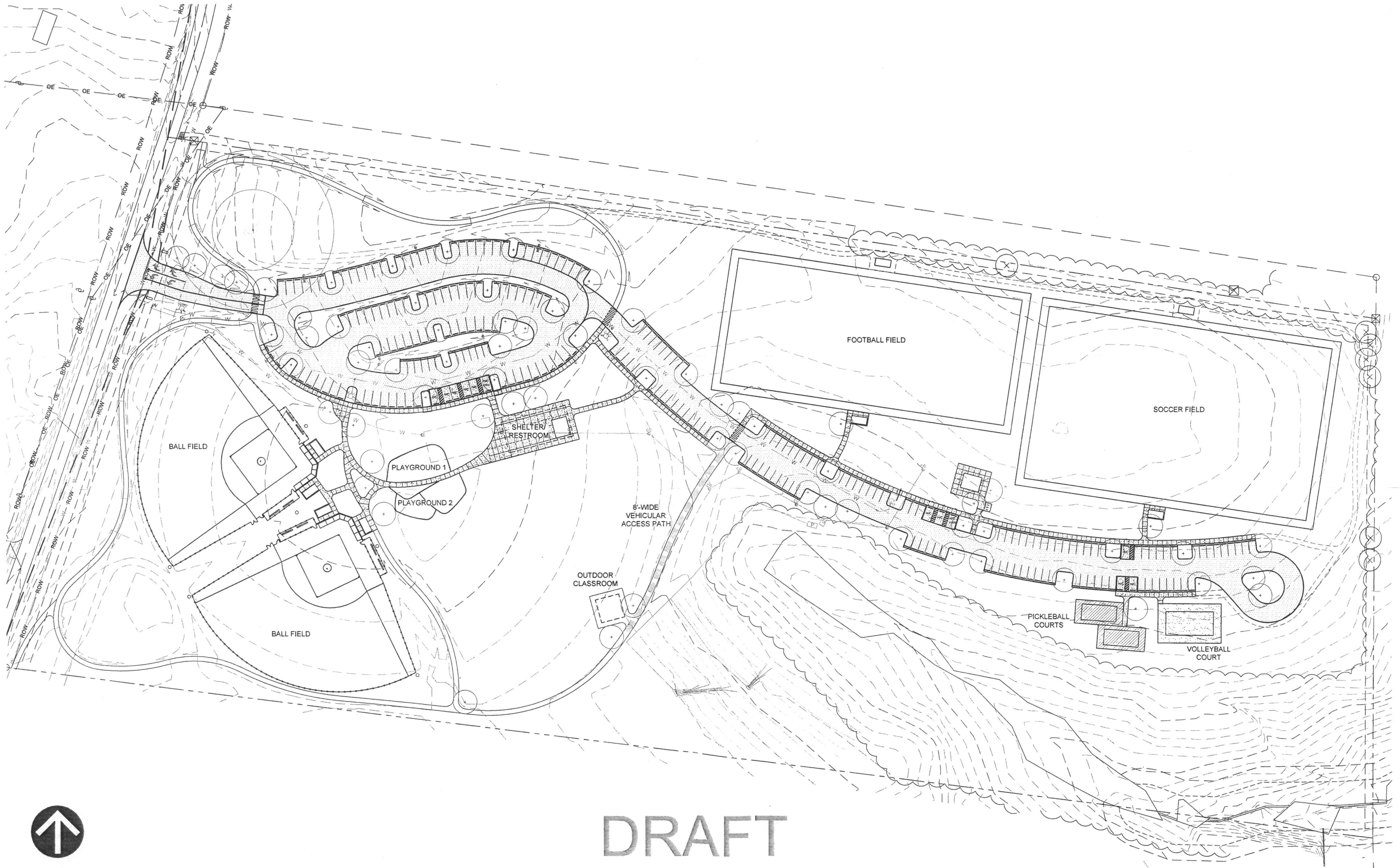
CARRIED UNANIMIOUSLY

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\_\_\_\_\_  
Matthew B. Mulhollem, Mayor

\_\_\_\_\_  
Kim P. Batten, Town Clerk



# DRAFT

## ARCHER LODGE TOWN PARK



0 25 50 100  
 SCALE: 1" = 50' - 0"

MAY 19, 2022



GAY, WILLIE M  
ID 16J03056  
PIN 178000-23-6964  
DB 425 PG 76

BARNES, PHILIP H  
ID 16J03063  
PIN 178000-22-3891  
DB 3304 PG 201



EXISTING CONDITIONS & CLEARING PLAN

Archer Lodge Town Park Western Parcel  
Archer Lodge, NC

REVISIONS


Date: 6/2/2022

SW-1

Susan Hatchell  
Landscape Architecture, PLLC  
711 W. North Street, Raleigh, NC 27603  
p. 919-838-9600 f. 919-838-9700



SCALE: 1" = 50' - 0"



GAY, WILLIE M  
ID 16J03056  
PIN 178000-23-6964  
DB 425 PG 76

Maintenance facility & yard

Cell tower & enclosure

Access

Picnic

Parking

70' BUILDING SETBACK

BARNES, PHILIP H  
ID 16J03063  
PIN 178000-22-3891  
DB 3304 PG 201

woodland trail

existing trees

Relocated house

pecan grove

walking loop



SCALE: 1" = 50' - 0"

EXISTING  
CONDITIONS &  
CLEARING PLAN

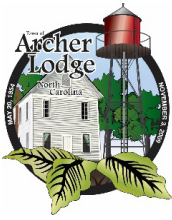
Archer Lodge Town Park Western Parcel  
Archer Lodge, NC

REVISIONS

Date: 6/2/2022

SW-1

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LANDSCAPE ARCHITECTURE PLLC  
711 W. North Street, Raleigh, NC 27603  
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# Proclamation



**WHEREAS**, Parkinson's disease is a chronic, progressive, neurological disease and is the second most common neurodegenerative disease in the United States; and,

**WHEREAS**, Parkinson's disease is estimated to affect approximately one million people in the United States and the prevalence will rise to 1.2 million by 2030; and,

**WHEREAS**, Parkinson's disease is the 14<sup>th</sup> leading cause of death in the United States according to the Centers for Disease Control and Prevention; and,

**WHEREAS**, it is estimated that the economic burden of Parkinson's disease is at least \$52 billion annually, including direct and indirect costs, including treatment, social security payments and lost income, to patients and family members; and,

**WHEREAS**, research suggests the cause of Parkinson's disease is a combination of genetic and environmental factors, but the exact cause and progression of the disease is still unknown; and,

**WHEREAS**, there is no objective test or biomarker for Parkinson's disease, and there is no cure or drug to slow or halt the progression of the disease; and,

**WHEREAS**, the symptoms of Parkinson's disease vary from person to person and can include tremors; slowness of movement and rigidity; difficulty with balance, swallowing, chewing, and speaking; cognitive impairment and dementia; mood disorders; and a variety of other non-motor symptoms; and

**WHEREAS**, volunteers, researchers, caregivers, and medical professionals are working to improve the quality of life of persons living with Parkinson's disease and their families; and,

**WHEREAS**, increased research, education, and community support services such as those provided by the Parkinson's Foundation and other organizations are needed to find more effective treatments and to provide access to quality care to those living with the disease today; and,

**NOW, THEREFORE**, I, Matthew B. Mulhollem, Mayor of the Town of Archer Lodge in North Carolina, do hereby proclaim April 2023 as

## **PARKINSON'S AWARENESS MONTH**

Given under my hand and the Great Seal of the Town of Archer Lodge on this 3<sup>rd</sup> day of April 2023.

---

Matthew B. Mulhollem  
Mayor



## OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (“*Agreement*”) is made and entered into as of this day of \_\_\_\_\_, 202\_\_ (the “*Effective Date*”), by and between **the Town of Archer Lodge**, an \_\_\_\_\_ (“*Lessor*”); and **APC TOWERS III, LLC**, a Delaware limited liability company (“*Lessee*”).

### Recitals

WHEREAS, Lessor is the owner of that certain parcel of land located at **XXXX Castleberry Road**, in the County of **Johnson**, State of **North Carolina**, as more specifically described on **Exhibit A** hereto (the “*Property*”); and

WHEREAS, Lessor desires to grant to Lessee, and Lessee desires to obtain from Lessor an option to lease from Lessor a portion of the Property comprised of approximately **50’ x 50’ (2,500 square feet)** of ground space (the “*Premises*”), together with easements for ingress and egress and the installation and maintenance of utilities (the easements collectively referred to as the “*Easements*”) both being approximately located as shown on **Exhibit B** (the Premises and the Easements are collectively referred to herein as the “*Site*”), for the purpose of establishing and maintaining a communications facility for Lessee’s use and that of its subtenants, licensees and customers.

### Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows.

#### **1. Option to Lease.**

- (a) In consideration of the payment of **\$1,000.00** (the “*Option Fee*”) by Lessee to Lessor, Lessor hereby grants to Lessee an exclusive and irrevocable option to lease the Premises and use the Easements on the terms and conditions set forth herein below (the “*Option*”). The Option has a term of 18 months, commencing on the Effective Date and ending as of midnight on the date before the first anniversary of such date (the “*Option Period*”). Lessee has the right to extend the Option for one additional term of 18 months (the “*Extended Option Period*”). The Option will automatically be extended for each Extended Option Period unless Lessee provides Lessor with written notice of Lessee’s intent not to extend the Option at least 90 days prior to the expiration of the Option Period or the Extended Option Period, as applicable. Lessee will pay Lessor an additional payment (the “*Additional Option Fee*”) of \$1,000.00 within 30 days of the commencement of the Extended Option Period. The Additional Option Fees paid by Lessee will be credited in full against the Rent payable to Lessor if this Option is exercised by Lessee.
- (b) During the Option Period, the Extended Option Period and the Term, Lessor agrees to cooperate with Lessee in obtaining, at Lessee’s expense but for no additional consideration payable to Lessor, all licenses and permits or authorizations required for Lessee’s use of the Site from all applicable government and/or regulatory entities (the “*Government Approvals*”). Lessor hereby irrevocably appoints Lessee or Lessee’s agent as Lessor’s agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee’s use of the Site, including but not limited to land use and zoning applications. During the Option Period, each Extended Option Period and the Term, Lessor agrees to cooperate with Lessee, at no cost to Lessor but for no additional consideration payable to Lessor, to obtain a title report, zoning approvals and variances, conditional-use permits and perform surveys, soils tests, perform RF engineering studies and other engineering

procedures or environmental investigations on, under and over the Property, necessary to determine whether Lessee's use of the Site will be compatible with the Lessee's engineering specifications, intended use, system design, operations and Government Approvals. During the Option Period, each Extended Option Period and the Term, Lessor agrees to provide Lessee, at no cost to Lessor but for no additional consideration payable to Lessor, with any documents, materials or other instruments required or requested for Lessee to secure a title policy for the Site, which may include, among others, and each as applicable, the following: (i) a certified copy of the formation documents of Lessor and all amendments thereto from the state in which Lessor is organized; (ii) a certificate of good standing for the Lessor issued by the state where the Lessor is organized, not dated later than five (5) business days from the date requested by Lessee; (iii) a true and complete copy of the names of any shareholders, members or partners of the Lessor; (iv) true and complete copy of any operating agreement, partnership agreement, bylaws or similar document and all amendments thereto together certified as accurate and complete by an officer, director, partner, member or manager of Lessor; (v) a copy of the authorizing resolutions or consent of Lessor's governing body authorizing Lessor to enter into, comply with and perform under this Agreement; and (vi) such other documents that may be reasonably required or requested. Lessor's provision of the foregoing documents, materials or other instruments required for Lessee to secure a title policy for the Site shall be a prerequisite for the payment of any Rent or other monetary amounts payable by Lessee under this Agreement, and notwithstanding anything to the contrary herein and in addition to Lessee's rights and remedies otherwise provided in this Agreement, Lessee shall have no obligation to make any rental or other payments to Lessor until such items have been supplied to Lessee to the reasonable satisfaction of Lessee and Lessee's title insurer.

- (c) During the Option Period and any Extended Option Period, Lessee may exercise the Option by written notice to Lessor.

**2. Premises.** Subject to the terms and conditions of this Agreement, upon Lessee's exercise of the Option Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises together with the use of the Easements for the construction, modification, operation and maintenance of the Telecommunications Facilities (as defined in Section 7(a)).

**3. Permitted Use.** The Site may be used by Lessee for the construction, modification, operation, maintenance, repair, replacement and removal of the Telecommunications Facilities (the "**Permitted Use**"). Lessor may not commit any action or omission that would adversely affect the status of the Site with respect to the Permitted Use.

**4. Term.** The initial term of this Agreement ("**Initial Term**") is five (5) years, beginning on the date Lessee exercises the Option ("**Commencement Date**"), and expiring as of midnight on the day prior to the fifth (5<sup>th</sup>) anniversary of the Commencement Date. Lessee has the right to extend the term of Agreement for nine (9) additional five (5) year terms (each a "**Renewal Term**"). Each Renewal Term will be on the same terms and conditions set forth in this Agreement. This Agreement will automatically renew for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Term at least 90 days prior to the expiration of the then current Term. The Initial Term and Renewal Terms are collectively referred to herein as the "**Term**".

**5. Rent.** Lessee shall pay Lessor an initial monthly rent of **\$800.00** ("**Rent**"). The Rent is due and payable in advance on the first day of each month during the Term commencing as of the Rent Commencement Date. The "**Rent Commencement Date**" is the earlier of (i) the date of issuance of a certificate of completion (or comparable certificate) from the applicable governmental authority for the Telecommunications Facilities or (ii) 90 days from the Commencement Date. Rent shall increase at the rate of 1.5% per annum on the anniversary date of lease commencement. Rent will be prorated for any partial months, including the months in which the Rent Commencement Date and the expiration or termination of the Term occur. As a condition precedent to Lessee's

obligation to remit any payments provided for under this Agreement, Lessor (as well as any successor to Lessor's interest in this Agreement or to such payments) agrees to provide Lessee with a completed IRS Form W-9 upon execution of this Agreement and at such other times as may be reasonably requested by Lessee, including any change in Lessor's name or address. If Lessee elects to remit payments payable under this Agreement by electronic funds transfer, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

**6. Interference.** Lessor may not use, nor may Lessor permit its tenants, licensees, employees, invitees or agents to use any portion of the Property in any way that interferes with Lessee's Permitted Use of the Site. Such interference will be a material breach of this Agreement by Lessor and Lessor shall have the responsibility to terminate the interference immediately upon written notice from Lessee. Anything to the contrary in this Agreement notwithstanding, the cure periods provided for in Section 10 will not be applicable to failure by Lessor to fulfill its obligations under this Section 6. If any interference does not cease or is not rectified as soon as possible, but in no event longer than 24 hours after Lessee's written notice to Lessor, Lessor acknowledges that the continuing interference will cause irreparable injury to Lessee, as well as Lessee's sublessees and licensees, and Lessee has the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Lessor represents and warrants that it has not sold, leased, licensed or otherwise granted rights in the Property that in any way interfere or could reasonably be likely to interfere with Lessee's rights to use Site for the Permitted Use.

## **7. Construction of Improvements.**

- (a) Lessee may, from time to time during the Term, at its expense, construct, install, operate, maintain, replace, add to, upgrade and remove its (as well as its subtenants, licensees and customers) radio transmitting and receiving antennae, communications equipment, related cables, wires, conduits, air conditioning equipment and other appurtenances, as well as a tower(s) and building(s) or cabinets to house such equipment (collectively, the "**Telecommunications Facilities**"). Although the Telecommunications Facilities may become fixtures under applicable law, they will remain solely the property of Lessee and Lessee's subtenants, licensees and customers, and Lessee (and its subtenants, licensees and customers) has the right to remove any or all of them from time to time during the Term and at the expiration or earlier termination of the Term. If the tower to be constructed by Lessee on the Premises is a guyed tower, Lessor also grants Lessee easements in, over, across and through the Property or any other real property owned by Lessor as may be necessary to Tenant during the Initial Term and any Renewal Terms of this Agreement for the installation and maintenance and removal of and reasonable access to guy wires and guy wire anchors, which may be located outside of the Site.
- (b) The Telecommunications Facilities shall be initially configured as generally set forth in **Exhibit C**, subject to change by Lessee consistent with Section 7(a).
- (c) Lessee is solely responsible for operations, maintenance, repair and insuring of the equipment owned, constructed and installed by Lessee on the Premises.
- (d) Lessor hereby grants Lessee a non-exclusive, unimpaired landscape easement which includes the right to install vegetation and screening around the exterior of the perimeter of the Premises as necessary to meet the applicable landscaping and buffering requirements of applicable land use laws, rules and regulations, if and when such placement should ever be required (the "**Landscape Easement**").
- (e) Lessee, at its sole discretion, may, without any need to obtain the consent of Lessor, license or sublease all or a portion of the Site and/or the Telecommunications Facilities.

**8. Access.** During the Term, ingress and egress to the Premises is hereby granted by Lessor to Lessee and its subtenants, licensees and customers, and each of such party's agents, contractors and subcontractors, on a 24 hours a day, 365 days per year basis. This ingress and egress shall include the nonexclusive right to and from the Premises, over and across the Property and an access way from nearby public streets and driveways and parking rights for personnel and equipment. Lessee also has a nonexclusive right of way over and across the Property as necessary for the installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunications Facilities.

**9. Utilities.**

- (a) Lessee has the right to install utilities (including without limitation communications services and power) at Lessee's expense, and to improve the present utilities, if any, on the Premises. Lessee shall, wherever practical, install separate meters for utilities used on the Premises.
- (b) Lessee may utilize the Easements for ingress, egress, and access to the Premises as may be required for the construction, installation and maintenance by the appropriate utility companies for the purpose of servicing the Telecommunications Facilities. In addition to Lessee and its sublessees and licensees, Lessee may grant the right to utilize the Easements to any utility servicing the Site. Lessor agrees to execute, at no cost to Lessee a utility easement between Lessor and any such utility provider, if reasonably necessary.

**10. Default.** Any breach of a material term hereof that is not cured within 30 days from receipt of written notice from the non-breaching party shall constitute a "**Default**"; provided, however, that if efforts to cure such breach are commenced within said 30 day period and thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months. The foregoing notwithstanding, any monetary breach not cured within 15 days from receipt of written notice thereof from the other party shall constitute a Default by the breaching party.

**11. Termination.**

- (a) In addition to other termination rights contained in this Agreement, this Agreement may be terminated upon written notice from the non-breaching party to the breaching party upon a Default and as otherwise provided in this section.
- (b) Lessee may terminate this Agreement upon written notice to Lessor if Lessee determines, in Lessee's sole discretion, that the results of any studies, reports, and/or applications for Governmental Approvals contemplated under Section 1(b) of this Agreement are unacceptable.
- (c) Lessee may terminate this Agreement upon 90 days prior written notice to Lessor, if (i) Lessee determines that the Premises are technologically unsuitable, in Lessee's reasonable opinion, for the operation of the Telecommunications Facilities, including but not limited to unacceptable radio signal interference and any addition, alteration or new construction on, adjacent to or in the vicinity of the Premises or the Property that blocks, either partially or totally, transmission or receiving paths used by any of the Telecommunications Facilities; (ii) any Governmental Approval that Lessee reasonably deems necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to or removal of the Telecommunications Facilities is not, in Lessee's sole discretion, reasonably obtainable or maintainable in the future; (iii) Lessee determines, in Lessee's commercially reasonable judgment, that that the Premises cease to be economically viable as a telecommunications site; or (iv) Hazardous Substances (as defined in Section 14) are or become present on the Property in violation of Environmental Laws (as defined in Section 14).

- (d) Upon termination, Lessee shall remove the Telecommunications Facilities from the Property, including the tower and foundations to 3 feet below ground level, restoring the Premises to a commercially reasonable standard within 6 months of the date of termination. The Parties may agree to leave the tower in place upon termination subject to the terms and conditions that are negotiated at that time.

**12. Condemnation.** If all or any part of the Premises or any portion of the Easements, or any roadway to the Premises is taken by eminent domain or other action by any governmental or quasi-governmental body having the legal right to take said lands, and if said taking in the sole discretion of Lessee renders the Premises unsuitable for its intended purpose, then at Lessee's option, Lessee may terminate this Agreement as of the date the title vests in the condemning authority. Lessor and Lessee will share in the condemnation proceeds in proportion to the values of their respective interests in the Site (which for Lessee includes, where applicable, the value of the Telecommunication Facilities, moving expenses, prepaid rent and business dislocation expenses). If Lessee does not terminate this Agreement as provided in this section, this Agreement shall remain in effect, but the Rent shall be reduced by the amount that bears the same proportion to the Rent immediately prior to the partial taking which was applicable to the Premises immediately prior to such taking and thereafter the "Premises" will be deemed to be the remaining portion of the initial Premises.

**13. Indemnification.**

- (a) Lessor, its heirs, grantees, successors, and assigns shall indemnify and defend Lessee from and against any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Lessor, or Lessor's principals, employees, invitees, agents or independent contractors. Lessee, its grantees, successors, and assigns shall indemnify and defend Lessor from and against any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of Lessee, or Lessee's employees, agents or independent contractors.
- (b) If either party is entitled to indemnification and defense ("***Indemnified Party***") from the other party ("***Indemnifying Party***") pursuant to this Agreement, the Indemnified Party shall notify the Indemnifying Party promptly, in writing, of any claims by any person for which the Indemnified Party alleges that the Indemnifying Party is responsible hereunder and tender the defense of such claim to the Indemnifying Party. The Indemnified Party shall fully cooperate with the defense or settlement of such claim. The Indemnifying Party shall not be liable under this Agreement for settlements by the Indemnified Party of any claim unless the Indemnifying Party has approved the settlement in advance (such approval not to be unreasonably withheld, conditioned or delayed) or unless the defense of the claim has been tendered to the Indemnifying Party, in writing, and the Indemnifying Party has failed promptly to undertake the defense. This Section 13 shall survive the termination or expiration of this Agreement.

**14. Hazardous Substances.** Lessor represents and warrants to Lessee that Lessor: (i) is not presently engaged in, (ii) does not presently have actual knowledge of, (iii) has not at any time in the past engaged in, and (iv) has no actual knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Premises, or any portion of the Property, for the purpose of, or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes ("***Hazardous Substances***") regulated under any local, state, or federal law pertaining to the environment, public health or safety or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping,

discharge or disposal of Hazardous Substances (“*Environmental Laws*”). Lessor indemnifies and defends Lessee from and against any and all claims of liability under any Environmental Laws for Hazardous Substances which were handled, manufactured, treated, stored, used, transported, spilled, leaked, dumped, discharged, disposed of or otherwise introduced into the Property, except for claims arising in whole or in any part out of Lessee’s use or occupancy of the Premises. The indemnity obligations contained in this Section 14 shall survive the termination or expiration of this Agreement.

**15. Insurance.** Lessee will carry during the term of the Agreement the following insurance with customary coverage and exclusions: (i) bodily injury: \$1,000,000.00 for injury to any one person and \$2,000,000.00 for all injuries sustained by more than one person in any one occurrence; and (ii) property damage: full replacement costs of Lessee’s property. Lessee agrees to furnish Lessor with certificates of insurance certifying that Lessee has in force and effect the above specified insurance. Lessee shall have Lessor named as additional insured on all policies obtained or maintained by Lessee pursuant to this Section 15, except for workers’ compensation policies. Lessor and Lessee mutually covenant and agree that each party, in connection with insurance policies required to be furnished in accordance with the terms of this Agreement, or in connection with insurance policies which they obtain insuring such insurable interest as Lessor or Lessee may have in its own properties, whether personal or real, shall expressly waive any right of subrogation on the part of the insurer against the Lessor or Lessee as the same may be applicable, which right to the extent not prohibited or violative of any such policy is hereby expressly waived. Lessor and Lessee each agree to seek recovery based solely on insurance policies as set forth above, provided such policies are in effect, and each mutually waive all right of recovery against each other, their agents, or employees for any loss, damage or injury of any nature whatsoever to property or person except to the extent either party is required by this Agreement to carry insurance.

**16. Taxes.** Lessee shall pay any personal property taxes assessed on or attributable to the Telecommunications Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Property, Premises and Easements. Lessee will pay to Lessor within 30 days from Lessor’s request, any increase in Lessor’s real property taxes which Lessor demonstrates, to Lessee’s satisfaction, is directly and solely attributable to any improvements to the Site made by Lessee. If Lessor fails to pay when due any taxes affecting the Property or the Site, Lessee shall have the right, but not the obligation, to pay such taxes and (i) deduct the full amount of the taxes paid by Lessee on Lessor’s behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

**17. Quiet Enjoyment, Title and Authority.**

- (a) During the Term, Lessee may peaceably and quietly hold and enjoy the Premises, free from disturbance from any person claiming by, through or under Lessor, subject only to those matters of title of record as of the Effective Date.
- (b) Lessor covenants and warrants to Lessee that: (i) Lessor has full right, power and authority to execute this Agreement; (ii) Lessor has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to Lessee and of record as of the Effective Date, that will not interfere with Lessee’s rights to or use of the Premises; (iii) the execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor.

Lessor agrees that, during the Option Period, each Extended Option Period and the Term, Lessee will have the exclusive right to lease the Property or any portion thereof from the Lessor for the operation of antennae and telecommunications facilities providing transmission and receiving facilities for wireless providers and users, and that Lessor will not grant a lease, sublease, or other license or right to use any portion of the Property, or any other adjacent property owned by Lessor, to any other party for operation of antenna and/or telecommunications facilities.

**18. Notices.**

- (a) All notices hereunder must be in writing and shall be deemed validly given if sent by hand delivery, a reputable national overnight courier service (such as FedEx or United Parcel Service), or by certified mail, postage prepaid, return receipt requested, to the address shown below (or to any other address that the party to be notified may designate from time to time by written notice to the other party).

If to Lessee to: APC TOWERS III, LLC  
8601 Six Forks Road, Suite 250  
Raleigh, NC 27615  
Attention: Daniel C. Agresta III, President & CEO  
Ref. Site ID: NC-1056

Telephone: (919) 926-9838 *(included for information purposes only and not for notices)*  
Facsimile: (919) 827-4877 *(included for information purposes only and not for notices)*

If to Lessor to: Town of Archer Lodge  
Attn: Bryan Chadwick, Town Administrator  
14094 Buffalo Rd.  
Archer Lodge, NC 27527

Telephone: (919) 359-9727 *(included for information purposes only and not for notices)*  
Email: [bryan.chadwick@archerlodgenc.gov](mailto:bryan.chadwick@archerlodgenc.gov) *(included for information purposes only and not for notices)*

- (b) If there is a change in ownership of the Property and Lessor's agreement is assigned to another party, then within ten (10) days of such transfer, Lessor or its successor will send copies of the documents listed below in this subsection (b) to Lessee. Until Lessee receives all such documents, Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Current Tax Bill
- v. New IRS Form W-9
- vi. Full contact (information purposes only and not for notices) for new Lessor including phone number(s)

#### **19. Estoppel, Non-Disturbance and Attornment.**

- (a) Lessor will, from time to time, upon not less than 10 days prior written notice from Lessee, execute and deliver to Lessee a written estoppel certificate certifying that as of the date of the certification: (i) this Agreement is a valid enforceable agreement, presently in full force and effect; (ii) whether Lessor has any knowledge of any default or breach by Lessee under any of the terms, conditions, or covenants of this Agreement; (iii) the Term (its commencement and termination dates) and the term of any option or renewal periods granted to the Lessee to extend the Term; (iv) the amount of the then-current Rent payable under the Agreement; (v) attached to the certification is a true and correct copy of the



Agreement and all amendments thereto, (vi) and such other facts as Lessee or its prospective mortgagee or purchaser may request.

- (b) Lessor shall obtain for Lessee from the holder of any mortgage and deed of trust now or hereafter encumbering the Property a subordination and non-disturbance agreement in the form attached hereto as **Exhibit E**, providing that so long as Lessee is not in default under this Agreement, its rights as Lessee hereunder shall not be terminated and its access to and possession of the Premises shall not be disturbed by the mortgagee or trustee, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

**20. Assignment.** This Agreement is freely assignable by Lessee to any other party upon written notice to Lessor, without the necessity of obtaining Lessor's consent. Upon an assignment, Lessee shall be relieved of all liabilities and obligations arising under this Agreement subsequent to the date of such assignment. Lessee, at its sole discretion, may, without any need to obtain the consent of Lessor, license or sublease all or a portion of the Site and/or the Telecommunications Facilities. Additionally, Lessee may mortgage or grant a security interest in this Agreement and the Telecommunications Facilities, and may assign this Agreement and the Telecommunications Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "**Secured Parties**"). If requested by Lessee, Lessor shall execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by Lessee, Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee. If a termination, disaffirmance or rejection of this Agreement by Lessee pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Lessor shall terminate this Agreement for any reason, Lessor will give to Secured Parties prompt notice thereof and Secured Parties shall have the right to enter upon the Premises during a 30-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Telecommunications Facilities. Lessor acknowledges that Secured Parties are third-party beneficiaries of this Agreement.

**21. Collocation.** Upon commencement of a lease with a second collocator on the Site, Lessor shall receive additional monthly rent in the amount of \$200.00, which additional rent shall be payable as long as second collocator lease remains in effect. Thereafter, Lessor shall receive additional monthly rent of \$200.00 for each additional collocator on the Site and upon commencement of said lease for as long as lease remains in effect.

**22. Right of First Refusal; Rental Stream Offer.**

- (a) From and after the Effective Date through the expiration or termination of the Term, Lessor grants Lessee a right of first refusal in connection with all requests, proposals or offers from any third party (i) to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Premises or (ii) to acquire the Lessor's interest in this Agreement. Lessor shall provide Lessee written notice (the "**ROFR Notice**") of its receipt of such a request, proposal or offer which Lessor desires to accept. Such ROFR Notice shall describe all material terms of such request, proposal or offer and include a copy of such request, proposal or offer. Lessee will have 30 days to evaluate such request, proposal or offer and notify Lessor in writing (the "**Acceptance Notice**") if it intends to exercise its right to consummate such acquisition, lease or obtaining of easement (or other right of way) or such sale of the Lessor's interest in the Lease pursuant to the terms and conditions set forth in such request, proposal or offer. If Lessee fails to provide Lessor with an Acceptance Notice within such 30-day period, then Lessor may proceed with such sale, lease or grant of easement (or other right of way) or such sale of the Lessor's interest in the Lease to such third party as set forth in the ROFR Notice, provided that if the acquisition, lease or obtaining of easement (or other right of way) or such sale of the Lessor's interest in the Lease set forth in the ROFR Notice is not completed within 180 days of when Lessee notifies Lessor it does not intend to provide an Acceptance Notice (or, if no such notice is given, 180 days after the expiration of the aforementioned 30-day period), then Lessor shall not complete such

transaction(s) without first providing Lessee an additional ROFR Notice pursuant to the terms of this Section 21(a), whereupon the provisions of this Section 21(a) will again apply. Notwithstanding anything to the contrary contained in this Agreement, in no event will the right of first refusal granted in this section continue beyond the expiration of 21 years from the death of the last survivor of the descendants of King George V, the late king of England. [The foregoing clause is being included herein for the purpose of complying with the rule against perpetuities, to the extent such rule is in effect in the state in which the Property is located, and preserving the validity of the right of first refusal granted in this Section 21(a).]

- (b) If at any time after the date of this Agreement, Lessor receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement (“**Rental Stream Offer**”) which Lessor desires to accept, Lessor will furnish Lessee with a copy of the Rental Stream Offer. Within 30 days after Lessee receives a copy of the Rental Stream Offer, Lessee may agree in writing to match the terms of the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within such 30 day period, Lessor may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Lessor attempts to assign or transfer Rent payments without complying with this section, the assignment or transfer shall be void. Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Lessor complies with this section.

**23. Further Assurances.** Each party shall take all such further actions and execute all such further documents and instruments as the parties may at any time reasonably determine to be necessary or desirable to carry out and consummate the transactions contemplated by this Agreement.

**24. Waiver of Lessor's Lien.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Telecommunications Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

**25. Waiver of Damages.** Neither Lessor nor Lessee shall be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts of vandalism or for any structural or power failures or destruction or damage to the Telecommunications Facilities except to the extent caused by the negligence or willful misconduct of such party. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL LESSOR OR LESSEE BE LIABLE TO THE OTHER FOR, AND LESSEE AND LESSOR EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

**26. Miscellaneous.**

- (a) This Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.
- (b) This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the state or commonwealth in which the Site is located, without regard to its conflicts of laws principles.
- (c) For purposes of providing constructive notice hereof and if required by applicable law, Lessor and Lessee hereby agree to execute the Memorandum of Option (see form attached hereto as **Exhibit D-1**) and the Memorandum of Ground Lease Agreement (see form attached hereto as **Exhibit D-2**), and Lessee shall have the same recorded in the land records of the county and state in which the Premises is located. The cost of any such recording is to be paid for solely by the Lessee.

- (d) Any sale or other conveyance by the Lessor of all or part of the Site shall be under and subject to this Agreement and Lessee's rights hereunder.
- (e) It is hereby mutually agreed and understood that this Agreement contains all agreements, promises and understandings between the Lessor and the Lessee and that no verbal or oral agreements, promises, or understandings shall or will be binding upon either the Lessor or Lessee in any dispute, controversy of proceeding at law, or any addition to, variation, or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto.
- (f) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.
- (g) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.
- (h) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.
- (i) In the event of any dispute arising hereunder or a default by Lessor or Lessee, and if litigation is commenced, the prevailing party shall be entitled to recover from the other party all costs and expenses incurred in connection with such litigation, including, but not limited to, reasonable attorneys' fees and costs.

27. **Confidentiality.** Lessor shall not disclose to any third party the Rent payable by Lessee under this Agreement and shall treat such information as confidential, except that Lessor may disclose such information to prospective buyers, prospective or existing lenders, Lessor's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Lessor's rights under this Agreement. Lessor acknowledges that the disclosure of such information to any other parties may cause Lessee irreparable harm, and in the event of such disclosure, as an additional remedy, Lessee shall have the right to terminate this Agreement upon giving 30 days written notice thereof to Lessor.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**[Signatures follow on next page]**

Lessor: Town of Archer Lodge

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSOR ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ :

COUNTY OF \_\_\_\_\_ :

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_, Notary Public  
My Commission Expires: \_\_\_\_\_.

Lessee:

**APC TOWERS III, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Daniel C. Agresta III  
Title: President & CEO  
Date: \_\_\_\_\_

**LESSEE ACKNOWLEDGMENT**

STATE OF NORTH CAROLINA:

COUNTY OF WAKE:

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, certify that Daniel C. Agresta III personally came before me this day and acknowledged that he is the President & CEO of APC TOWERS III, LLC, and that he, as President & CEO, being authorized to do so, executed the foregoing on behalf of APC TOWERS III, LLC.

Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL PROPERTY**

Legal description of the Property to be provided on new Exhibit A prior to exercise of Option per Paragraph 1(c).  
Initials by Lessor and Lessee at the bottom of the new Exhibit A will constitute approval.

**EXHIBIT B**  
**DESCRIPTION OF PREMISES**

Legal description of the Premises and Easements may be provided on a new Exhibit B prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new Exhibit B will constitute approval thereof.

**Notes:**

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.



**EXHIBIT C**

**SITE PLAN**

**To be verified by survey prior to Exercise of Option per Paragraph 1(c).**

**EXHIBIT D-1**

**MEMORANDUM OF OPTION**

[Follows on Next Page]

PREPARED BY AND  
RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

APC TOWERS III, LLC  
8601 Six Forks Rd, Ste 250  
Raleigh, NC 27615

Attn: Alyssa Becker

*(space above for Recorder's use only)*

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### MEMORANDUM OF OPTION

1. Notice is hereby given that the **Town of Archer Lodge**, an \_\_\_\_\_ with an address of **14094 Buffalo Road, Archer Lodge, NC 27527** as **LESSOR**, and **APC TOWERS III, LLC**, a Delaware limited liability company, with an address of 8601 Six Forks Rd, Ste 250, Raleigh, NC 27615, as **LESSEE**, have entered into a certain Option and Land Lease Agreement (the "Agreement") for the property located at **XXXX Castleberry Road, Archer Lodge**, County of Johnson, State of North Carolina, whereby Lessor grants Lessee an option whereby Lessor grants Lessee an option to lease a portion of such real property which is shown on the Tax Map of the County of Johnson as Tax Map Parcel Number \_\_\_\_\_ and as more specifically described in Exhibit A hereto (the "Property") and to obtain access and utility easement rights over the Property.
2. The term of the Option is for eighteen (18) months commencing as of \_\_\_\_\_, 202\_\_\_\_, and Lessee has the right to extend the term of the option for up to two (2) further one year periods following the initial term of the Option.
3. During the term of the Option, Lessee has the exclusive right to lease the Property or any portion thereof from the Lessor for the operation of antennae and telecommunications facilities providing transmission and receiving facilities for wireless providers and users, and that Lessor will not grant a lease, sublease, or other license or right to use any portion of the Property, or any other adjacent property owned by Lessor, to any other party for operation of antenna and/or telecommunications facilities.
4. Nothing contained herein shall be deemed to amend, modify or alter the terms of the Agreement, and reference is made therefor for all of its terms, covenants and conditions. In the event of any inconsistency between the terms of this Memorandum and the Option, the terms and conditions of the Agreement shall govern and continue.
5. This Memorandum of Option shall be binding upon and inure to the benefit of the respective successors, executors, administrators, heirs and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the parties have hereto caused this Memorandum to be duly executed on the dates below.

**LESSOR:**

**Town of Archer Lodge**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSOR ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ :

COUNTY OF \_\_\_\_\_ :

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
My Commission Expires: \_\_\_\_\_.

**LESSEE:**

**APC TOWERS III, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Daniel C. Agresta III  
Title: President & CEO  
Date: \_\_\_\_\_

**LESSEE ACKNOWLEDGMENT**

STATE OF NORTH CAROLINA:

COUNTY OF WAKE:

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, certify that Daniel C. Agresta III personally came before me this day and acknowledged that he is the President & CEO of APC TOWERS III, LLC, and that he, as President & CEO, being authorized to do so, executed the foregoing on behalf of APC TOWERS III, LLC.

Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL PROPERTY**

**THIS SHOULD BE THE LEGAL DESCRIPTION OF LESSOR'S PROPERTY WITHIN WHICH APC  
III'S PREMISES AND EASEMENTS WILL BE LOCATED**

**TO BE RECORDED IMMEDIATELY AFTER SIGNING THE GROUND LEASE**

**EXHIBIT D-2**

**MEMORANDUM OF GROUND LEASE AGREEMENT**

[Follows on Next Page]



PREPARED BY AND  
RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

APC TOWERS III, LLC  
8601 Six Forks Rd, Ste 250  
Raleigh, NC 27615  
Attn: Renee Hedstrom

*(space above for Recorder's use only)*

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### MEMORANDUM OF GROUND LEASE AGREEMENT

THIS MEMORANDUM OF GROUND LEASE AGREEMENT ("Memorandum"), made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between the **Town of Archer Lodge**, a \_\_\_\_\_ ("Lessor") whose mailing address is 14094 Buffalo Road, Archer Lodge, NC 27527 and APC TOWERS III, LLC, a Delaware limited liability company ("Lessee") whose mailing address is 8601 Six Forks Road, Ste 250, Raleigh, NC 27615, is a record of that certain Option and Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of \_\_\_\_\_, 202\_, which Lease contains, among other things, the following terms:

1. Description of Premises. The Lease pertains to certain real property owned by Lessor (the "Property") and certain premises located thereon to be used by Lessee for the construction, modification, operation, maintenance, repair, replacement and removal of the telecommunications facilities, which premises are hereinafter referred to as the "Premises." The Property is described in Exhibit A and the said Premises are shown on Exhibit B attached to this Memorandum.
2. Term. The Initial Term of the Lease is five (5) years beginning on \_\_\_\_\_, 20\_\_ (the "Commencement Date").
3. Renewal Terms. Lessee has the right to extend the Term of the Lease for nine (9) successive terms of five (5) years each.
4. Subletting. Lessee has the right, at any time during the Term of this Lease, to sublet any portion of the Premises or permit any portion of the Premises to be occupied or used by subtenants, licensees or customers (including agents, contractors and subcontractors thereof) in connection with the provision of wireless communications services.
5. Right of First Refusal; Rental Stream Offer.
  - (a) From and after the date of the Lease through the expiration or termination of the term, Lessor has granted Lessee a right of first refusal in connection with all requests, proposals or offers from any third party (i) to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Premises or (ii) to acquire the Lessor's interest in this Agreement. Lessor shall provide Lessee written notice (the "**ROFR Notice**") of its receipt of such a request, proposal or offer which Lessor desires to

accept. Such ROFR Notice shall describe all material terms of such request, proposal or offer and include a copy of such request, proposal or offer. Lessee will have 30 days to evaluate such request, proposal or offer and notify Lessor in writing (the “*Acceptance Notice*”) if it intends to exercise its right to consummate such acquisition, lease or obtaining of easement (or other right of way) or such sale of the Lessor’s interest in the Lease pursuant to the terms and conditions set forth in such request, proposal or offer. If Lessee fails to provide Lessor with an Acceptance Notice within such 30-day period, then Lessor may proceed with such sale, lease or grant of easement (or other right of way) or such sale of the Lessor’s interest in the Lease to such third party as set forth in the ROFR Notice, provided that if the acquisition, lease or obtaining of easement (or other right of way) or such sale of the Lessor’s interest in the Lease set forth in the ROFR Notice is not completed within 180 days of when Lessee notifies Lessor it does not intend to provide an Acceptance Notice (or, if no such notice is given, 180 days after the expiration of the aforementioned 30-day period), then Lessor shall not complete such transaction(s) without first providing Lessee an additional ROFR Notice pursuant to the terms of the Lease, whereupon the foregoing provisions will again apply.

- (b) If at any time after the date of the Lease through the expiration or termination of the term, Lessor receives a bona fide written offer from a third party seeking an assignment or transfer of rent payments associated with the Lease (“Rental Stream Offer”) which Lessor desires to accept, Lessor must furnish Lessee with a copy of the Rental Stream Offer. Lessee has the right within 30 days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within such 30 day period, Lessor may assign the right to receive the rent payments pursuant to the Rental Stream Offer, subject to the terms of the Lease.

6. Ratification of Lease. By this Memorandum, the parties intend to record a reference to the Lease and do hereby ratify and confirm all of the terms and conditions of the Lease and declare that the Premises are subject to all of the applicable provisions of the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the date first above written.

**[SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGES]**

**LESSOR:** Town of Archer Lodge  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSOR ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ :

COUNTY OF \_\_\_\_\_ :

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
My Commission Expires: \_\_\_\_\_.

**LESSEE: APC TOWERS III, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Daniel C. Agresta III  
Title: President & CEO  
Date: \_\_\_\_\_

**LESSEE ACKNOWLEDGMENT**

STATE OF NORTH CAROLINA:

COUNTY OF WAKE:

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, certify that Daniel C. Agresta III personally came before me this day and acknowledged that he is the President & CEO of APC TOWERS III, LLC, and that he, as President & CEO, being authorized to do so, executed the foregoing on behalf of APC TOWERS III, LLC.

Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A TO MEMORANDUM OF GROUND LEASE AGREEMENT**

**LEGAL DESCRIPTION OF REAL PROPERTY**

**THIS SHOULD BE THE LEGAL DESCRIPTION OF LESSOR'S PROPERTY WITHIN WHICH APC  
III'S PREMISES AND EASEMENTS WILL BE LOCATED**

## EXHIBIT B TO MEMORANDUM OF GROUND LEASE AGREEMENT

### DESCRIPTION OF PREMISES

Legal description of the Premises and Easements may be provided on a new Exhibit B to Memorandum of Option and Ground Lease Agreement prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new Exhibit B to Memorandum of Option and Ground Lease Agreement will constitute approval thereof.

#### Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.



PROTECTING QUALITY OF LIFE

Alliance Code  
Enforcement LLC

Monthly Report  
Town of Archer Lodge

Updated  
March 28, 2023

ADDRESS	VIOLATION	STATUS
126 Preakness Dr	JV	OPEN
437 Triple Crown Cir	JV	OPEN
147 Coharie Dr	JV/OL	OPEN
142 Seminole Dr	JV/OL	ABATED
108 Sprewell Ct	OL/JV/JP	OPEN
131 Ottawa Dr	JV/OL	OPEN
113 Ottawa Dr	JP	OPEN
109 Ottawa Dr	JP/OL	OPEN
119 Seminole Dr	JP	ABATED
115 Seminole Dr	OL/JP	ABATED
85 Crazy Horse Ct	JP	ABATED
277 Cohaire Dr	JP/JV	OPEN
79 Pontiac Ct	JV	ABATED
59 Pontiac Ct	JP	ABATED
388 Cohaire Dr	JP	ABATED
551 Cohaire Dr	JV/OL	ABATED
483 Cohaire Dr	JP/OL	ABATED
391 Cohaire Dr	OL/JP	ABATED
107 Sprewell Ct	JP/JV	OPEN
111 Cohaire Dr	JV/OL	OPEN
202 Sanidine Ln	JV	OPEN
180 Sanidine Ln	JP	OPEN
13217 Buffalo Rd	JP	OPEN
13175 Buffalo Rd	JP/JV	OPEN
1001 Deerfield Trail	JP	OPEN
13250 Buffalo Rd	JP	OPEN
137 Wheatfield Ln	JP	OPEN
170 Wheatfield Ln	JV	OPEN
35 Wheatfield Ln	JV	OPEN
11 Wheatfield Ln	JP/JV	OPEN
112 Hillsdale Dr	JV/JP	OPEN
-----	JP/JV	OPEN
113 Chatham Ct	JP	OPEN
505 Abbingon Ct	JV	OPEN
70 Richmond Dr	JV	OPEN
27 Richmond Dr	OL/JV	OPEN
112 Chatham Ct	JP	OPEN





PROTECTING QUALITY OF LIFE

Alliance Code  
Enforcement LLC

Monthly Report  
Town of Archer Lodge

Updated  
March 28, 2023

425 Roanoke Way	JV	<b>OPEN</b>
82 Richmond Dr	JP	<b>OPEN</b>
86 Richmond Dr	JP	<b>OPEN</b>
128 Richmond Dr	JV	<b>OPEN</b>
70 Richmond Dr	JV	<b>OPEN</b>
501 Abbingdon Ct	JP	<b>OPEN</b>
12910 Buffalo Rd	JV/JP	<b>OPEN</b>
200 Wyndfall Ln	JV	<b>OPEN</b>
287 Wyndfall Ln	JV	<b>OPEN</b>
306 Wyndfall Ln	JV/JP	<b>OPEN</b>
307 Wyndfall Ln	JV	<b>OPEN</b>
359 Wyndfall Ln	JV	<b>OPEN</b>
101 Carrie Dr	JP	<b>OPEN</b>

#### HIGHLIGHTS

- 30 New Cases were opened.
- 30 Notice of Violations were issued.
- 10 Cases were abated.
- 20 Cases no progress at present.
- 18 Abatement in progress.
- 09 Notice of Hearings sent out.
- 13 Signs picked up.
- Inspections, follow ups and in person meetings or attempted in person meetings were made with all violators.
- 30 new cases were open I conducted 20 follow ups on previous cases.
- I would like to thank each of you for the opportunity to serve this community and "Protecting Quality of Life"



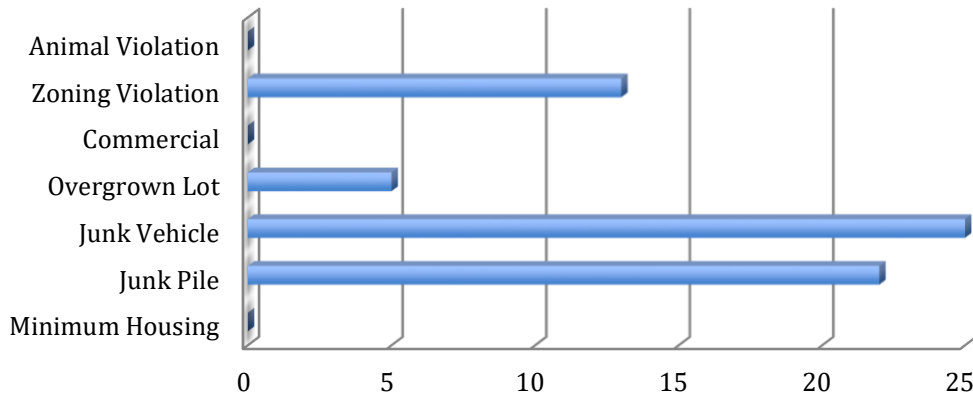
PROTECTING QUALITY OF LIFE

Alliance Code  
Enforcement LLC

Monthly Report  
Town of Archer Lodge

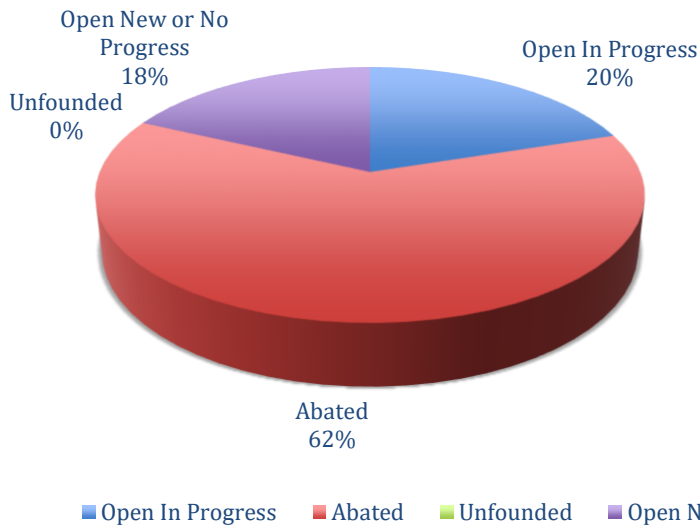
Updated  
March 28, 2023

### Violations by the Numbers



	Minimum Housing	Junk Pile	Junk Vehicle	Overgrown Lot	Commercial	Zoning Violation	Animal Violation
■ Violations by the Numbers	0	22	25	5	0	13	0

### Case Status To Date



Total Cases - 100

Abated - 62

Unfounded - 0

Open In Progress - 20

Open New/No Progress - 18