



Town of Archer Lodge

AGENDA

Regular Council Meeting
Monday, October 7, 2019 @ 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:

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- 4.a. Approval of Minutes:
03 Sept 2019 Regular Council Meeting Minutes
[Regular Council - 03 Sep 2019 - DRAFT](#)

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- 4.b. Budget Amendment (BA 2020 01)
[BA 2020 01](#)

5. RECOGNITION/PRESENTATION:

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- 5.a. Proclamation - Breast Cancer Awareness Month
[PROCLAMATION - BREAST CANCER AWARENESS MONTH
OCTOBER 2019](#)

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- 5.b. PARTF Grant Acknowledgements
[GOVERNOR ROY COOPER'S \\$500K PARTF GRANT
ANNOUNCEMENT 9.27.19
NCPARTF CONGRATULATORY NOTICE OF \\$500K GRANT 10.1.19](#)

6. DISCUSSION AND POSSIBLE ACTION ITEMS:


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- 6.a. Discussion and Consideration of Transitioning the Clayton, NC 27527

Addresses to Archer Lodge, NC 27527 with the US Postal Service by Confirmation of Street Listings Provided
[USPS ZIP CODE LETTER 8.29.19](#)

6.b. Discussion and Consideration of Setting a Public Hearing for an Ordinance Regulating Firearms within the Town of Archer Lodge

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6.c.  Discussion and Consideration of Executing a NC Parks and Recreation Trust Fund (PARTF) Project Agreement between the Town of Archer Lodge and NC Department of Natural and Cultural Resources (DNCR) Project Number: 2020-904, Period Covered 12/1/2019 - 11/30/2022
[NCPARTF PROJECT #2020-904, AGREEMENT BETWEEN TOAL & NCDNCR 12.01.19 - 11.30.22](#)

7. TOWN ATTORNEY'S REPORT:

8. TOWN ADMINISTRATOR'S REPORT:

9. FINANCIAL/TOWN CLERK'S REPORT:

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9.a. Interim Financial Reports for Month ending September 30, 2019
[SEPTEMBER 2019 - ALL FUNDS](#)
[SEPTEMBER 2019 - YTD COMP](#)

10. PLANNING/ZONING REPORT:

10.a. Development Activity

10.b. Projects

10.c. Code Enforcement

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10.d. Planning Board Membership Opportunities -
Deadline is Noon Friday October 25, 2019
[COMPLETE PLANNING BOARD AND BOARD OF ADJUSTMENT APPLICATION](#)

11. VETERAN'S COMMITTEE REPORT:

12. MAYOR'S REPORT:

13. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

14. ADJOURNMENT:



**Regular Council - Minutes
Tuesday, September 3, 2019**

COUNCIL PRESENT:

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

STAFF PRESENT:

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

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, Clayton, 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. CONSENT AGENDA:

**a) Approval of Minutes:
05 Aug 2019 Regular Council Meeting Minutes**

Moved by: Council Member Locklear
Seconded by: Council Member Jackson
Approved Consent Agenda.

CARRIED UNANIMOUSLY

5. TOWN ATTORNEY'S REPORT:

a) Attorney Hewett reported the following:

- Reminded everyone who will be campaigning during the 2019 Elections to be aware of the NC Political Signage Requirements and NCDOT Right-of-Ways
 - The State of Emergency Declaration for the Town has been reviewed if needed for Hurricane Dorian.
 - NCGS § 160D consolidates current city and county statues into a single, unified chapter for a New Land Use Law for NC and is under review by staff so necessary amendments to our local ordinances are adopted by the compliance date of January 1, 2021.
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6. TOWN ADMINISTRATOR'S REPORT:

a) Mr. Gordon shared the following:

- Thanked Attorney Hewett for reviewing the prepared State of Emergency Declaration in advance.
 - Shared a list of Sponsors/Donors for the Johnston County Public Schools New Teacher's Orientation held in August 2019 that included the Town as well as a list of items donated.
 - Mentioned that the Town's support to the Archer Lodge Community Center is an avenue to support the children.
 - Stated that C.L Gobble contributed to the ALVM 12 x 12 brick paver that is being donated by private individuals in honor of his father, Mr. Clarence Lanier Gobble and any overage will be donated to the ALVM.
 - Noted that Johnston County Emergency Management officials offered a conference call to update those entities interested in Hurricane Dorian and shelters in Johnston County.
 - Provided a 10th Year Anniversary progress update:
 - Displayed novelties November 2019 events
 - Discussed plans to present DRAFT Ordinances for regulating firearms and noise at the Monday, September 16, 2019 Work Session and make the DRAFTS available prior to the meeting for review. He advised if anyone has questions to please contact Staff.
 - Announced that members of The Ginger Thompson Band visited Town Hall, the Archer Lodge Veterans Memorial Site, and the Archer Lodge Amphitheater and will perform at the Christmas Celebration set for Sunday, November 24, 2019 beginning at 4:00 p.m.
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7. FINANCIAL/TOWN CLERK'S REPORT:

a) Interim Financial Reports for Month ending July 31, 2019 & Year-to-Date Comparisons (FY19 compared to FY20)

Ms. Batten presented a financial summary for the first month of the fiscal year 2019-2020. She reviewed the small amount of revenues received and shared the expenditures noting that the budgeted transfers to both the Capital Reserve Fund and Public Safety Reserve Fund were completed. Regarding the Capital Reserve Fund, Park Reserve Fund and the Public Safety Reserve Fund, she stated that revenues received in all three were interest earnings and transfers from the General Fund.

When comparing July 2019 with July 2018, revenues in the General Fund for 2019 had increased by 57.87%. Also having completed the budgeted transfers of \$25,000 each to the Capital Reserve Fund and Public Safety Reserve Fund, the expenditures in the General Fund for 2019 had increased by 48.89%. No further comments or discussion.

b) NC Association of Municipal Clerks - Summer Academies/Annual Clerks' Conference, Wilkesboro, NC

Ms. Batten shared that both her and Joyce enjoyed attending the Summer Academies and the Annual NC Association of Municipal Clerks Conference held in Wilkesboro, NC where both were designated and recognized for being a NC Certified Municipal Clerk. Council applauded their certifications. Also, she gave a brief overview of their events.

8. PLANNING AND ECONOMIC DEVELOPMENT:

a) Development Activity

Ms. Maybee reported the following:

- Woodfin Subdivision - Approved Preliminary Plat (20 lots - public water/septic) located off Wendell Road.
- Hardin Creek Subdivision - Pending Preliminary Plat (10 lots - public water/septic) located off the east side of Wendell Road. Will be on the September 18, 2019 Planning Board Agenda.
- Department/Agency Partnerships:
 - NCDOT Information from Sam Lawhorn, District Engineer:
 - Turn lane requirements per general statute
 - District Engineer currently allowing 10 lots before any turn lane is required
 - Commercial Developers - case by case based on traffic generation.
 - Johnston County Public Utilities
 - Johnston County Inspection Department
 - Johnston County Cooperative Extension
 - Johnston County Health Department
 - Archer Lodge Fire Department
 - Town of Clayton - Animal Control
 - Johnston County Sheriff Department
 - NC Department of Public Safety
 - Johnston County GIS
 - United States Post Office
 - NC Department of Commerce
 - Johnston County Community College
 - NC Department of Environmental Health
 - Many Others
- Respond to Business and Citizens Inquires:
 - Commercial Projects
 - Residential Developments
 - Zoning Permits
 - Flood Damage Prevention, etc.

There was discussion throughout. Ms. Maybee noted that she hopes to eventually have a monthly report available for these items.

b) Projects

- Bicycle/ Pedestrian Plan - AECOM
 - Steering Committee will meet Wednesday, October 2, 2019, at the Archer Lodge Community Center from 6:30-7:30 p.m.
 - Drafts plan to be forwarded to the Steering Committee in advance of the meeting
 - Public Meeting will be held immediately following at 7:30 p.m.
- New Construction Program - Census
 - Census Bureau office will be conducting a webinar in Washington, DC on Tuesday, September 17, 2019 at 1:00-3:30 p.m.
- Non-Residential Design Standards
- Development Ordinances
 - NCGS § 160D Overview will be given to the Planning Board at

- their next meeting
 - Streamline Subdivision Regulations
 - Water Supply Watershed Protection.
 - PARTF Grant Approved
 - NCDOT - Buffalo Road improvements
- There was discussion throughout.

c) Code Enforcement

- Nuisance Abatement
 - 28 portable signs removed from NCDOT right-of-way's during July 2019
 - Request for Nuisance Abatement Bids posted on website for tall grass/weed
- There was discussion throughout.

TO ADD:

1. Mr. Gordon shared the following:
 - Contacted Jennifer Beedle, Recreation Consultant with NCSU College of Natural Resources regarding the PARTF contract and terms of completion. Discussion followed.
 - Meeting with Susan Hatchell, Landscape Architect, will be scheduled regarding the timeline of the PARTF Project.
 - NCDOT Buffalo Road Improvements:
 - Town voluntarily donates property for Right-of-Way and Drainage area by General Warranty Deed to NCDOT
 - NCDOT's lack of funding delays road improvement project
2. Ms. Batten shared the following:
 - Two Planning Board/Board of Adjustment seats are available (Purvis & Davis), and those appointed will begin January 2020 for their three-year term.
 - Recruitment for those two seats has been posted to the website and all social media accounts.
 - Applications for those two seats are available online under the Government Tab/Planning Board Section.
 - Request for Bids on Nuisance Abatement Services has been posted to the website and all social media accounts, if you know of anyone that may be interested in bidding for tall grass/weeds, etc.

9. VETERANS COMMITTEE REPORT:

a) Mr. Mike Mulhollem reported the following:

- The Fallen Military Solder's Statue has been installed.
- Pavers are scheduled to be installed in September 2019.
- September 20, 2019 Biscuit Sale has been cancelled, but the October 18th is still scheduled.
- Raffle Tickets on sale for a chance to win a Handmade Baby Quilt. Two quilts were donated by Council Member Jackson's mother. Proceeds to benefit the ALVM.

10. MAYOR'S REPORT:

a) Mayor Mulhollem reported the following:

- Town Staff and Mayor receive updates on Hurricane Dorian and will determine if a State of Emergency Declaration is necessary for the Town.
- Encouraged everyone to have emergency preparations ready and stay safe.

11. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

a) **Council Member Wilson informed that his Grandson's Eagle Scout Ceremony for Troop 422, held at the Archer Lodge Community Center, was well attended and thanked the ALCC staff for their helpfulness.**

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

c) **Council Member Locklear shared his thoughts on the stressful events around the world and recommended that always stay safe and pay attention to their surroundings.**

d) **Mayor Pro Tem Castleberry shared information regarding his employer's preparation for Hurricane Dorian and expressed appreciation for the moral support his family received during an unexpected event.**

e) **Council Member Bruton reminded everyone on the Bike/Pedestrian Steering Committee about their upcoming meeting scheduled for Wednesday, October 2nd at ALCC starting at 6:30 p.m. with the Public Input Meeting following at 7:30 p.m.**

12. ADJOURNMENT:

a) **No further business.**

Moved by: Council Member Jackson
Seconded by: Council Member Locklear

Adjourned meeting at 7:32 p.m.

CARRIED UNANIMOUSLY

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

BA 2020 01

Town of Archer Lodge
Budget Amendment

Fiscal Year Ending June 30, 2020

Budget Amendment #

Date

BA 2020 01

07-Oct-19

General Fund/Capital Reserve Fund/Park Reserve Fund/Public Safety Reserve Fund

Account	Account Number	Budget	Amendment	Amended Budget
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Revenues:

Gen: 2018 Property Taxes	10-3118-0000	-	500.00	500.00
Cap Res: Investment Earnings	30-3831-0000	-	10,000.00	10,000.00
Cap Res: Transfer from General Fund 10	30-3900-3910	-	25,000.00	25,000.00
Park Res: Investment Earnings	31-3831-0000	-	5,000.00	5,000.00
Park Res: Transfer from General Fund 10	31-3900-3910	-	160,000.00	160,000.00
Pub Safety Res: Investment Earnings	32-3831-0000	-	6,500.00	6,500.00
Pub Safety Res: Transfer from General Fund 10	32-3900-3910	-	25,000.00	25,000.00
Total Increase (Decrease) in Revenues			232,000.00	

Expenditures:

Gen/Gov Body: Johnston County Public Schools Support	10-4110-3175	-	3,000.00	3,000.00
Gen/Gov Body: Dues and Subscriptions	10-4110-4000	11,730.00	(600.00)	11,130.00
Gen/Public Works: Contracted Services	10-4510-3500	48,000.00	(5,000.00)	43,000.00
Gen/Plan & Zon: Professional Fees	10-4910-1900	2,000.00	(500.00)	1,500.00
Gen/Plan & Zon: Dues and Subscriptions	10-4910-4000	320.00	500.00	820.00
Gen/Debt Service & Fees: Interest Payments-Expansion Town Hall	10-9110-2200	6,806.00	3,100.00	9,906.00
Cap Res: Transfer to General Fund 10	30-9900-0010	-	35,000.00	35,000.00
Park Res: Recreation Development	31-6120-5500	-	99,000.00	99,000.00
Park Res: Transfer to General Fund 10	31-9900-0010	-	66,000.00	66,000.00
Pub Safety Res: Public Safety Development	32-4300-5500	-	31,500.00	31,500.00
Total Increase (Decrease) in Expenditures			\$ 232,000.00	

\$ -

Justification for Budget Amendment:

To appropriate or reappropriate unanticipated revenues and expenditures as recorded.

Adopted this 7th day of October 2019

ATTEST:

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Teresa M. Bruton, Budget Officer



Proclamation



WHEREAS, while breast cancer touches the lives of Americans from every background in every community, while considerable progress has been made in the fight against breast cancer; and

WHEREAS, it is estimated that more than 268,000 new cases of invasive breast cancer in women will be diagnosed in the United States in 2019; and

WHEREAS, October is Breast Cancer Awareness Month, an annual campaign to increase awareness about the disease; and

WHEREAS, during this month, we as a community support breast cancer research and to educate all citizens about detection, risk factors and treatment; and

WHEREAS, we, as a community, support those courageously fighting breast cancer and honor the lives lost to the disease; and

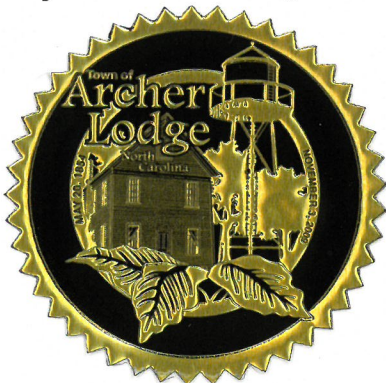
WHEREAS, this October, we recognize breast cancer survivors, those battling the disease, their families who are a source of love and encouragement, and applaud the efforts of our medical professionals and researchers working hard to find a cure; and

NOW, THEREFORE, LET IT BE PROCLAIMED by the Honorable Mayor and Town Council of the Town of Archer Lodge, North Carolina, do hereby proclaim October 2019 as

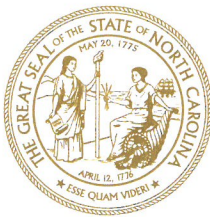
Breast Cancer Awareness Month

In the Town of Archer Lodge, North Carolina, I encourage citizens to participate in activities that will increase awareness of what Americans can do to prevent breast cancer, and to wear pink ribbons in honor of those who have lost their lives to breast cancer and those who are now bravely fighting this disease.

Duly adopted this the 7th day of October 2019.



Matthew B. Mulhollem
Mayor



STATE OF NORTH CAROLINA
OFFICE OF THE GOVERNOR

ROY COOPER
GOVERNOR

September 27, 2019

The Hon. Matthew Mulhollem, Mayor
Town of Archer Lodge
14094 Buffalo Road
Clayton, North Carolina 27527

Dear Mayor Mulhollem:

Thank you for your efforts to make the Town of Archer Lodge as well as North Carolina a better place to live. Parks and recreation provide many benefits for our residents, including better health, cleaner air and water, and more opportunities for families and communities to spend time together.

I am pleased to announce that the North Carolina Parks and Recreation Authority has approved a matching grant in the amount of \$500,000 from the Parks and Recreation Trust Fund for the Archer Lodge Town Park project. Mr. Neal Lewis, Chairman of the Parks and Recreation Authority, will contact you with his congratulations as well as information about how to begin the project.

We look forward to assisting you in meeting the park and recreation needs in your community.

With kind regards, I am

Very truly yours,

A handwritten signature in black ink that reads "Roy Cooper".

Roy Cooper

cc: Neal Lewis, Chairman, Parks and Recreation Authority



North Carolina Parks & Recreation Trust Fund

October 1, 2019

Neal Lewis, Chair

Chad Brown

Mavis Gragg

Vinnie Goel

Woody Gurley

Beth Heile

Lewis Ledford

Margaret Newbold

Cynthia Tart

The Honorable Matthew Mulhollem
Mayor
Town of Archer Lodge
14094 Buffalo Road
Clayton, North Carolina 27527

Dear Mayor Mulhollem:

As Chairman of the North Carolina Parks and Recreation Authority, I am pleased to congratulate you and the citizens of the Town of Archer Lodge on being selected to receive a grant from the Parks and Recreation Trust Fund (PARTF). The Authority received 56 applications requesting more than \$16.4 million in assistance from PARTF. These projects were of very high quality and the successful applications were truly outstanding.

The Town of Archer Lodge will receive a grant for \$500,000 to fund the Archer Lodge Town Park project. The Division of Parks and Recreation will be sending additional details regarding the PARTF grant shortly.

We are excited about the potential of this project and look forward to working with you to make these resources available to your community. Parks and recreation contribute to healthier lifestyles, stronger communities and the quality of life that makes North Carolina a great place to live. Again, congratulations!

Sincerely,

A handwritten signature in blue ink that reads "Neal Lewis".

Neal Lewis, Chairman
N.C. Parks and Recreation Authority

cc: Dwayne Patterson, Director, NC Division of Parks and Recreation

SEP 03 2019



TOWN OF ARCHER LODGE

BY: _____

August 29, 2019

USPS TRACKING # **9114 9999 4423 8914 8432 16**
& CUSTOMER
RECEIPT For Tracking or inquiries go to USPS.com
or call 1-800-222-1811.

Mike Gordon
Town Administrator, Archer Lodge
14094 Buffalo Road
Clayton, NC 27527-6356

Dear Mr. Gordon:

This letter is in response to your request for a Zip Code for the Town of Archer Lodge.

The general stability of ZIP Code boundaries is essential to the timely and accurate distribution of the mail. The ZIP Code boundary review process was established to accommodate municipal identity issues. Unfortunately, Archer Lodge does not currently meet the criteria for a new ZIP Code, which includes extremely high growth where the number of regular routes will exceed 55 or the number of delivery points will exceed 25,000.

Realizing how important it is for the Town of Archer Lodge to maintain its identity, newer enhancements to our national database are being made. These changes will allow the Clayton portion of the Archer Lodge community to use the Archer Lodge name with the 27527 ZIP Code. Because the Archer Lodge community is served by two post offices, residents in the Wendell portion will not be allowed to use Archer Lodge as the city name in the last line of their address. We have made a special provision for the Clayton addresses only.

This change will take effect by **October 29, 2019**. Our address database will then recognize Archer Lodge as a valid preferred last line for the Clayton mailing addresses. During the transition, mail addressed with either Archer Lodge NC 27527 or Clayton NC 27527 will be delivered in a timely manner. The major change you will notice is all national major mailers will begin to correct their databases to reflect Archer Lodge versus Clayton. If you feel this is something the Town of Archer Lodge would like to pursue, please confirm that the street listing you provided for Clayton is complete. Once confirmation is received, we will contact you to begin the process.

If you have any additional questions regarding this matter, please contact Andrea Cranford, Boundary Review Specialist

Sincerely,

Russell D. Gardner
District Manager/Lead Executive

Cc: Manager, Operations Programs Support
Manager, Post Office Operations (A2)
Manager, Address Management Systems
Postmaster, Clayton
Boundary Review Specialist

PO Box 27499
Greensboro NC 27498

STATE OF NORTH CAROLINA

CONTRACTOR'S FEDERAL I.D.

COUNTY OF WAKE

XXXX 89634

N.C. Parks and Recreation Trust Fund Project Agreement

Grantee: Town of Archer Lodge

Project Number: 2020 - 904

Project Title: Archer Lodge Town Park

Period Covered By This Agreement: 12/1/2019 to 11/30/2022

Project Scope (Description of Project): Development including softball field, baseball field, playground, trail, walkways, parking, utilities, contingency, and planning costs.

Project Costs: PARTF Amount \$ 500,000

 Local Government Match \$ 500,000

Conditions

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and Town of Archer Lodge (hereinafter referred to as "Grantee") agree to comply with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund (PARTF) administrative rules and grant application which are hereby by reference made a part of the PARTF grant contract and which are on file with the Division of Parks and Recreation. In addition, the Department and the Grantee agree to comply with the State of North Carolina's Terms and Conditions as listed in "Attachment A" to this contract.

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this grant agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to obligate to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department.

Section I. Eligible Project Costs and Fiscal Management

1. The PARTF grant amount must be matched on at least a dollar-for-dollar basis by the Grantee. To be eligible, project costs must be incurred during the contract period, be documented in the grant application, and described in the project scope of this agreement, and initiated and/or undertaken after execution of this agreement by the Grantee and the Department.
2. PARTF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. Value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on PARTF acquired land within five (5) years of the date this contract is signed by the Department and Grantee in order to allow general public access and use.
3. Payment shall be made in accordance with the contract documents as described in the Scope of Work (Attachment B). Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this contract. Invoices may be submitted to the Contract Administrator

quarterly. Final invoices must be received by the Department within forty-five (45) days after the end of the contract period or contract completion, whichever occurs first. Accounting records should be based on generally accepted local government accounting standards and principles. Records shall be retained for a period of five (5) years following project completion, except that records shall be retained beyond five (5) year period if audit findings have not been resolved. All accounting records and supporting documents will clearly show the number of the contract and PARTF project to which they are applicable. The State Auditor shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7.

4. The Grantee agrees to refund to the Department, subsequent to audit of the project’s financial records, and costs disallowed or required to be refunded to the Department on account of audit exceptions.

Section II. Project Execution

1. The Grantee may not deviate from the scope of the project without approval of the Department. When one of the conditions in the contract changes, including but not limited to the project scope, a revised estimate of costs, a deletion or additions of items, or need to extend the contract period, the Grantee must submit in writing a request to the Department for approval.
2. The Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Department.
3. In the event the Grantee subcontracts for any or all of the services covered by the contract:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this contract;
 - b. The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and;
 - c. The subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
4. In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, the grantee agrees not to subcontract with any vendors debarred or suspended by the State of North Carolina and shall not knowingly enter into any lower tier covered transactions with a person or vendor who is debarred, suspended or declared ineligible.
5. The Grantee shall not substitute key personnel assigned to the performance of this contract without prior approval by the Department’s Contract Administrator. Ms. Kim Batten is designated by the Grantee as key personnel for purposes of this contract. The Department designates, Ms. Jill Fusco, Grant Administrator, as the Contract Administrator for the contract.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Ms. Jill Fusco, Contract Administrator 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone 919-707-9370 Email: chris.schmidt@ncparks.gov	Town of Archer Lodge Attention: Kim Batten 14094 Buffalo Road Clayton, NC 27527 Telephone: 919-359-9727 Email: kim.batten@archerlodgenc.gov

6. The Grantee agrees to comply with all applicable federal, state and local statutory provisions governing purchasing, construction, land acquisition, fiscal management, equal employment opportunity and the environment including but not limited to the following:

Local Government Budget and Fiscal Control Act (G.S. 159-7 to 159-42); Formal Contracts, Informal Contracts and Purchasing (including but not limited to G.S. 44A-26, G.S. 87-1 to 87.15.4, G.S. 133.1 to 133-40, G.S. 143-128 to G.S.143-135; Uniform Relocation Assistance Act (G.S. 133-5 to 133-18); Conflict of Interest (G.S. 14-234); Contractors

Must use E-Verify (G.S. 143-48.5); Americans With Disabilities Act of 1990 (P.L. 101-336) and ADA Accessibility Guidelines; N.C. State Building Code; and the North Carolina Environmental Policy Act (G.S. 113A-1 to G.S. 113A-12), and Sales Tax Refund (G.S. 105-164.14(c)).

7. The Grantee agrees it provides a drug-free workplace in accordance to the requirements of the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D).
8. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a close-out inspection upon project completion. After project completion, the Grantee agrees to conduct grant contract compliance inspections at least once every five (5) years and to submit a Department provided inspection report to the Department.
9. The Grantee agrees land acquired with PARTF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without approval of the Department. The Grantee agrees to maintain and manage PARTF assisted development/ renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
10. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
11. The Grantee shall agree to place utility lines developed with PARTF assistance underground.
12. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.
13. The Grantee agrees not to discriminate against any person on the basis of race, sex, color, national origin, age, residency or ability in the use of any property or facility acquired or developed pursuant to this agreement.
14. The Grantee certifies that it:
 - (a) Has neither used nor will use any appropriated funds for payment to lobbyists;
 - (b) Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - (c) Will file quarterly updates about the use of lobbyists if material changes occur in their use.

Section III. Project Termination and Applicant Eligibility

1. The Grantee may unilaterally rescind this agreement at any time prior to the expenditure of funds on the project described in this contract.
2. If through any cause, the Grantee fails to fulfill in a timely and proper manner the obligations under this contract, the Department shall thereupon have the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reasons thereof. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this contract.
3. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules and this agreement shall result in the Department declaring the Grantee ineligible for further participation in PARTF, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.

Section IV. Attestation and Execution

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Contractor) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In witness whereof, the Department and the Grantee have executed the Agreement in duplicate originals, one of which is retained by each of the parties.

Town of Archer Lodge	
Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Typed or Printed Name of Official	Title of Official

(Notary Public Completes)

State of North Carolina

County of

On this _____ day of _____, 20____, _____

personally appeared before me the said named _____, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: _____, 20_____.

Signature of Notary Public

(Seal Here)



North Carolina Department of Natural and Cultural Resources
Susi H. Hamilton, Secretary

By:

Department Head or Authorized Agent
 for Secretary Hamilton

Title

**General Terms and Conditions
Governmental Entities
May 1, 2011**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependant and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if and it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons

and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all such exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Time Records: The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with

profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipates bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

Scope of Work

North Carolina Division of Parks and Recreation Parks and Recreation Trust Fund – Grants Program for Local Governments

Grantee: Town of Archer Lodge

Title of Project: Archer Lodge Town Park

Project Number: 904

Contract Number: 2020-904

Amount of Grant: \$ 500,000

Amount of Match: \$ 500,000

Contact Person for Project: Kim Batten

Title: Finance Officer
Town of Archer Lodge

Address: 14094 Buffalo Road
Clayton, NC 27527

Telephone: 919-359-9727

Contact email address: kim.batten@archerlodgenc.gov

Scope of Project: Development including softball field, baseball field, playground, trail, walkways, parking, utilities, contingency, and planning costs.

Length of Project: 36 months (12/1/2019– 11/30/2022)

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The Town of Archer Lodge grant application and support documentation are, by reference, part of the contract. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the contract.

Project Costs
Archer Lodge Town Park – Town of Archer Lodge
March 2019

Project Elements	Unit	Unit Cost	Total Item Cost
Building Costs			
200' Girls softball field (includes earthwork, drainage, lighting, backstop, fencing, dugout, infield, seeding, and irrigation)	Lump Sum	\$220,000	\$220,000
200' Little League field (includes earthwork, drainage, lighting, backstop, fencing, dugout, infield, seeding, and irrigation)	Lump Sum	\$220,000	\$220,000
Playground (includes earthwork, equipment, surfacing, edging, trash receptacle, and recycling receptacle)	Lump Sum	\$115,000	\$115,000
Accessible crushed screenings walking trail (6' wide, ½ mile length)	Lump Sum	\$47,508	\$47,508
6' wide concrete sidewalk	Lump Sum	\$26,000	\$26,000
Gravel entrance drive and parking for 100 cars (includes grading, drainage, directional and ADA signs, concrete parking pad, and wheel stops)	Lump Sum	\$124,000	\$124,000
Vinyl coated chain link fence and park entrance gate and sign	Lump Sum	\$38,000	\$38,000
Water and electric hookups	Lump Sum	\$22,500	\$22,500
Cost to Build			\$813,008
Contingency for the Cost of Building			
Contingency (not to exceed 5% of the cost to build or renovate)	5%		\$40,650
Construction management, site planning, preliminary design, survey and appraisals, or the cost of preparing the application (not to exceed 20% of the cost of the project)	18%		\$146,342
Total Project Cost			\$1,000,000
Total PARTF Grant Request			\$500,000
Total Local Match			\$500,000



TOWN OF ARCHER LODGE FINANCIAL SUMMARY REPORT FOR MONTH ENDING SEPTEMBER 30, 2019

GENERAL FUND 10				
<i>REVENUES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
AD-VALOREM & MOTOR VEHICLE TAXES	812,300.00	47,153.42	67,195.49	8.27%
SALES TAXES	181,010.00	18,647.70	18,647.70	10.30%
FRANCHISE TAXES	158,000.00	(457.71)	(457.71)	-0.29%
ALCOHOL BEV TAXES/JO CO ABC DIST	46,000.00	0.00	4,338.25	9.43%
PERMITS AND FEES	6,140.00	(1,605.00)	2,145.00	34.93%
FEE IN LIEU OF RECREATION	45,000.00	0.00	0.00	0.00%
PEG CHANNEL SUPPORT	53,000.00	0.00	0.00	0.00%
MISCELLANEOUS REVENUES	50.00	6,695.06	6,695.05	13390.10%
INVESTMENT EARNINGS	24,000.00	1,442.15	4,686.60	19.53%
TRANSFER IN FROM CAP RES FUND	0.00	0.00	0.00	#DIV/0!
TRANSFER IN FROM PARK RES FUND	66,000.00	0.00	66,000.00	100.00%
TRANSFER IN FROM PUBLIC SAFE RES FUND	0.00	0.00	0.00	#DIV/0!
TRANSFER IN FROM TOWN HALL EXP FUND	0.00	1,919.11	1,919.11	#DIV/0!
FUND BALANCE APPROPRIATION	0.00	0.00	0.00	#DIV/0!
TOTALS	1,391,500.00	73,794.73	171,169.49	12.30%
<i>EXPENDITURES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	53,900.00	11,238.90	20,337.22	37.73%
ADMINISTRATION	253,853.00	17,093.85	58,487.29	23.04%
JO CO TAX COLLECTION FEES	23,000.00	1,256.08	1,907.63	8.29%
LEGAL	13,000.00	990.00	2,062.50	15.87%
PROPERTY TAXES	100.00	54.50	54.50	54.50%
PUBLIC BUILDINGS	49,550.00	2,745.88	11,117.18	22.44%
PEG MEDIA PARTNERS	53,000.00	0.00	0.00	0.00%
PUBLIC SAFETY	331,500.00	18,981.41	23,664.14	7.14%
TRANSPORTATION-PUBLIC WORKS	92,500.00	1,588.39	7,327.57	7.92%
PLANNING & ZONING	123,860.00	10,868.47	30,868.04	24.92%
CULTURAL & RECREATION	45,000.00	0.00	10,000.00	22.22%
DEBT SERVICES	142,237.00	36,817.60	102,817.60	72.29%
TRANSFER TO CAP RESERVE	25,000.00	0.00	25,000.00	100.00%
TRANSFER TO PARK RESERVE	160,000.00	6,260.40	8,905.27	5.57%
TRANSFER TO PUBLIC SAFETY RESERVE	25,000.00	0.00	25,000.00	100.00%
TOTALS	1,391,500.00	107,895.48	327,548.94	23.54%
Y-T-D GENERAL FUND INCREASE (DECREASE)		(34,100.75)	(156,379.45)	

CAPITAL RESERVE FUND 30				
<i>REVENUES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	0.00	788.26	2,554.48	#DIV/0!
TRANSFER FROM GEN FUND 10	0.00	0.00	25,000.00	#DIV/0!
FUND BALANCE APPROPRIATED	0.00	0.00	0.00	#DIV/0!
TOTALS	0.00	788.26	27,554.48	#DIV/0!
<i>EXPENDITURES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
TRANSFER TO GEN FUND 10	0.00	0.00	0.00	#DIV/0!
TOTALS	0.00	0.00	0.00	#DIV/0!
Y-T-D CAP RESERVE FUND INCREASE (DECREASE)		788.26	27,554.48	

PARK RESERVE FUND 31				
<i>REVENUES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	0.00	332.94	1,172.24	#DIV/0!
TRANSFER FROM GEN FUND 10	0.00	6,260.40	8,905.27	#DIV/0!
FUND BALANCE APPROPRIATED	0.00	0.00	0.00	#DIV/0!
TOTALS	0.00	6,593.34	10,077.51	#DIV/0!
<i>EXPENDITURES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
RECREATION DEVELOPMENT	0.00	0.00	0.00	#DIV/0!
TRANSFER TO GEN FUND 10	0.00	66,000.00	66,000.00	#DIV/0!
TOTALS	0.00	66,000.00	66,000.00	#DIV/0!
Y-T-D PARK RESERVE FUND INCREASE (DECREASE)		(59,406.66)	(55,922.49)	

PUBLIC SAFETY RESERVE FUND 32				
<i>REVENUES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	0.00	511.36	1,657.12	#DIV/0!
TRANSFER FROM GEN FUND 10	0.00	0.00	25,000.00	#DIV/0!
FUND BALANCE APPROPRIATED	0.00	0.00	0.00	#DIV/0!
TOTALS	0.00	511.36	26,657.12	#DIV/0!
<i>EXPENDITURES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
PUBLIC SAFETY DEVELOPMENT	0.00	0.00	0.00	#DIV/0!
TRANSFER TO GEN FUND 10	0.00	0.00	0.00	#DIV/0!
TOTALS	0.00	0.00	0.00	#DIV/0!
Y-T-D PUB SAFE RES FUND INCREASE (DECREASE)		511.36	26,657.12	



Kim P. Batten

FINANCE OFFICER



TOWN OF ARCHER LODGE
 FINANCIAL SUMMARY REPORT
 FISCAL YEAR COMPARISON FOR
 PERIOD ENDING SEPTEMBER 30

GENERAL FUND				
<i>REVENUES</i>		Sep-19	Sep-18	DIFFERENCE
	AD-VAL & MOTOR VEHICLE TAXES	67,195.49	57,258.14	9,937.35
	SALES TAXES	18,647.70	17,518.51	1,129.19
	FRANCHISE TAXES	(457.71)	0.00	(457.71)
	ALCOHOL BEV TAXES/JO CO ABC DIST	4,338.25	2,169.12	2,169.13
	PERMITS AND FEES	2,145.00	600.00	1,545.00
	FEE IN LIEU OF RECREATION	0.00	0.00	0.00
	PEG CHANNEL SUPPORT	0.00	0.00	0.00
	MISCELLANEOUS REVENUES	6,695.05	10.00	6,685.05
	INVESTMENT EARNINGS	4,686.60	5,230.34	(543.74)
	PARK LAND GRANTS-NCDNCR		0.00	0.00
	TRANSFER IN FROM CAPITAL RESERVE	0.00	0.00	0.00
	TRANSFER IN FROM PARK RESERVE	66,000.00	202,049.00	(136,049.00)
	TRANSFER IN FROM PUBLIC SAFETY RESERVE	0.00	0.00	0.00
	TRANSFER IN FROM TOWN HALL EXP FUND	1,919.11	0.00	1,919.11
	FUND BALANCE APPROPRIATED	0.00	0.00	0.00
		171,169.49	284,835.11	(113,665.62)
<i>EXPENDITURES</i>		Sep-19	Sep-18	DIFFERENCE
	GOVERNING BODY	20,337.22	15,216.91	5,120.31
	ADMINISTRATION	58,487.29	54,701.35	3,785.94
	JO CO TAX COLLECTION FEES	1,907.63	1,575.04	332.59
	LEGAL	2,062.50	2,062.50	0.00
	PROPERTY TAXES	54.50	0.00	54.50
	PUBLIC BUILDINGS	11,117.18	19,512.81	(8,395.63)
	PEG MEDIA PARTNERS	0.00	0.00	0.00
	PUBLIC SAFETY	23,664.14	19,411.92	4,252.22
	TRANSPORTATION-PUBLIC WORKS	7,327.57	9,744.41	(2,416.84)
	PLANNING & ZONING	30,868.04	23,414.21	7,453.83
	CULTURAL & RECREATION	10,000.00	228,750.00	(218,750.00)
	DEBT SERVICES	102,817.60	5,965.34	96,852.26
	TRANSFER TO CAP RESERVE	25,000.00	0.00	25,000.00
	TRANSFER TO PARK RESERVE	8,905.27	6,740.29	2,164.98
	TRANSFER TO PUBLIC SAFETY RESERVE	25,000.00	0.00	25,000.00
	TRANSFER TO TOWN HALL EXPANSION		0.00	0.00
		327,548.94	387,094.78	(59,545.84)
	Y-T-D INCREASE (DECREASE)	(156,379.45)	(102,259.67)	(54,119.78)

Kim P. Batten

FINANCE OFFICER

Town of Archer Lodge

14094 Buffalo Road
Clayton, NC 27527
Main: 919-359-9727 Fax: 919-359-3333
Website: <https://www.archerlodgenc.gov>



Application for Appointment

(Please Print when completing the application)

Email: kim.batten@archerlodgenc.gov
joyce.lawhorn@archerlodgenc.gov

NOTE: Applicants shall reside in the Archer Lodge Town Limits.

Please indicate below which board you are interested in serving on:

Planning Board & Board of Adjustments

Other _____

1st Time Appointment

Reappointment

Full Name _____

Address _____

Mobile Phone# _____ Landline Phone# _____

Email Address _____ Work Phone# _____

Education Background _____

Employer _____ Occupation _____

Do you live in the Archer Lodge Corporate Limits? _____ How long? _____

Are you a citizen of the United States? _____ How Long? _____

Have you ever served on the Board listed above? _____ If yes, when _____

What do you feel are your qualifications for serving on the board and why do you think you would be an asset to this board? Please list below:

Signature _____ Date _____

I acknowledge receiving, reading & agree to the Archer Lodge Code of Ordinances attached to this application.

Any comments can be written on the back of this page if you need additional space.

Appointed to _____ on _____

Sec. 8.1. - Conflicts of Interest.

No person, or member of the person's immediate family, who is employed by or is an official, appointed or elected, of the Town of Archer Lodge, shall do business with the Town unless such activity is approved by the Town Council. All officials of the Town shall inform the Town Council of any conflicts of interest, and the failure to so inform shall constitute grounds for immediate dismissal or removal for cause. No official of the Town may accept any gratuity from any businessperson or other official if the gratuity is related to that official's official duties.

DIVISION 2. - BOARD OF ADJUSTMENT

Sec. 2-40. - Appointment and terms.

- (a) The town has five members that serve on the planning board. Until the ordinance from which this division is amended, the planning board shall also serve as the board of adjustment. Two appointed members of the town council shall serve on the board of adjustment as alternate members. Said alternate members shall have all the powers as regular members and may fill in for regular members as needed in meetings.
- (b) Members of the board of adjustment shall be appointed for three-year terms.
- (c) Members may be appointed to successive terms without limitation.
- (d) The board shall consist of five regular members and two alternate members, each to be appointed for three years. In appointing the original members of such board, or in the filling of vacancies caused by the expiration of the terms of existing members, the council may appoint certain members for less than three years to the end that thereafter the terms of all members shall not expire at the same time. Alternate members shall be appointed for the same term, at the same time, and in the same manner as regular members. Each alternate member, while attending any regular or special meeting of the board and serving on behalf of any regular member, shall have and may exercise all the powers and duties of a regular member. All regular members and alternate members shall be citizens and residents of the Town of Archer Lodge.

(Ord. of 3-14-2011, § 100-1; Ord. No. AL2017-10-2, 10-2-2017)

Sec. 2-41. - Meetings.

- (a) The board of adjustment shall meet frequently enough so that it can take action as expeditiously as possible consistent with the need of to follow regularly established procedures and obtain the necessary information to make sound decisions.

- (b) All meetings of the board of adjustment shall be open to the public, and whenever feasible the agenda for each board of adjustment 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 at least one week before the hearing.

(Ord. of 3-14-2011, § 100-2)

Sec. 2-42. - Quorum.

- (a) A quorum for the board of adjustment shall consist of the number of members equal to four-fifths of the regular board membership (excluding vacant seats). A quorum is necessary for the board of adjustment to take official action.
- (b) A member who has withdrawn from the meeting without being excused, as provided in section 2-43, shall be counted as present for purposes of determining whether a quorum is present.

(Ord. of 3-14-2011, § 100-3)

Sec. 2-43. - Voting.

- (a) The concurring vote of four-fifths of the regular board of adjustment membership (excluding vacant seats) shall be necessary to reverse any order, requirement, decision, or determination of the town or to decide in favor of the applicant any matter upon which it is required to pass under any ordinance or to grant any variance. All other actions of the board of adjustment shall be taken by majority vote.
- (b) Once a member is physically present at a 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.
- (c) 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 direct financial interest in the outcome of the matter at issue;
 - (2) If the matter at issue involves the member's own official conduct;
 - (3) If participation in the matter might violate the letter or spirit of a member's code of professional responsibility; or

- (4) If a member has such close personal ties to the applicant that the member cannot reasonably be expected to exercise sound judgment in the public interest.
- (d) A member may be allowed to withdraw from the entire remainder of a meeting by majority vote of the remaining members present for any good and sufficient reason other than the member's desire to avoid voting on matters to be considered at that meeting.
- (e) A motion to allow a member to be excused from voting or excused from the remainder of the meeting is in order only if made by or at the initiative of the member directly affected.
- (f) A member of the board or any other body exercising the functions of a board of adjustment shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible conflicts include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter. If an objection is raised to a member's participation and that member does not recuse himself or herself, the remaining members shall by majority vote rule on the objection.
- (g) All hearings of the board shall be open to the public. The board shall designate a clerk to keep minutes of its proceedings, showing the vote of each member upon each question, and the absence or failure of any member to vote, and a copy of the minutes shall be maintained on file for public record in the office of the town clerk. The concurring vote of four-fifths of the members of the board shall be necessary to reverse any order, requirement, decision, or determination of any administrative official charged with the enforcement of an ordinance adopted pursuant to this chapter, or to decide in favor of the applicant any matter upon which it is required to pass under any ordinance, or to grant a variance from the provisions of the ordinance. For the purposes of this subsection, vacant positions on the board and members who are disqualified from voting on a quasi-judicial matter shall not be considered "members of the board" for calculation of the requisite supermajority if there are no qualified alternates available to take the place of such members.

(Ord. of 3-14-2011, § 100-4)

Sec. 2-44. - Board officers.

- (a) At its first regular meeting of each calendar year, the board of adjustment 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. A secretary shall be elected from the members of the board of adjustment or be appointed by the town board of council. Any elected person shall serve in these capacities for terms of one year. Any appointed secretary shall serve at the pleasure of the town board. Vacancies among the elected officials may be filled for the unexpired terms only by majority vote of the board membership (excluding vacant seats).
- (b) The chairperson or any member temporarily acting as chairperson may administer oaths to witnesses coming before the board.
- (c) The chairperson and vice-chairperson may take part in all deliberations and vote on all issues.
- (d) The board of adjustment shall draw up and adopt rules of procedure under which it will operate.

(Ord. of 3-14-2011, § 100-5)

Sec. 2-45. - Powers and duties of board.

- (a) The board of adjustment shall hear and decide:
 - (1) Appeals from any order, decision, requirement, or interpretation made by the town, inclusive of the flood prevention ordinance;
 - (2) Applications for variances;
 - (3) Questions involving interpretations of the zoning map, including disputed district boundary lines and lot lines;
 - (4) Applications for conditional use permits; and
 - (5) Any other matter the board is required to act upon by any other ordinance.
- (b) The board of adjustment may adopt rules and regulations governing its procedures and operations not inconsistent with the provisions of this division.

(Ord. of 3-14-2011, § 100-6)

Sec. 2-46. - Appeals.

- (a) An appeal from any final order or decision of the town staff may be taken to the board of adjustment by any person aggrieved. An appeal is taken by filing with the town clerk and the board of adjustment a written notice of appeal specifying the grounds. A notice of appeal shall be considered filed with the town and the board of adjustment when delivered to the town clerk. A fee shall be paid to the Town of Archer Lodge for each appeal to cover advertising and administrative costs.
- (b) An appeal must be taken within 30 days after the date of the decision or order is made.
- (c) Whenever an appeal is filed, the clerk shall transmit to the board of adjustment all the materials of the case.
- (d) An appeal stays all actions by the town enforcing the requirements of this division.
- (e) After receipt of notice of an appeal, the board of adjustment chairperson shall schedule the time for a hearing which shall be at a regular or special meeting within 36 days from the filing of such notice of appeal.
- (f) At least one week prior to the date of the hearing, the Town of Archer Lodge shall furnish all adjoining property owners with written notice of the hearing.
- (g) The board of adjustment may reverse or affirm (wholly or partly) or may modify the order, requirement or decision or determination appealed from and shall make any order, requirement, decision or determination that, in its opinion, ought to be made in the case before it. To this end, the board of adjustment shall have all the powers of the officer from whom the appeal is taken.

(Ord. of 3-14-2011, § 100-7)

Sec. 2-47. - Variances.

- (a) An application for a variance shall be submitted to the board of adjustment by filing a copy of the application with the clerk.
- (b) A variance may be granted by the board of adjustment if it concludes that strict enforcement of this chapter would result in practical difficulties or unnecessary hardships for the applicant and that, by granting the variance, the spirit of the ordinance will be observed, public safety and welfare secured, and substantial justice done. It may reach these conclusions if it finds that:

- (1) If the applicant complies strictly with the provisions of the ordinance, he can make no reasonable use of his property;
 - (2) The hardship of which the applicant complains is one suffered by the applicant rather than by neighbors or the general public;
 - (3) The hardship relates to the applicant's land, rather than personal circumstances;
 - (4) The hardship is unique, or nearly so, rather than one shared by many surrounding properties;
 - (5) The hardship is not the result of the applicant's own actions; and
 - (6) The variance will neither result in the extension of a nonconforming situation in violation this chapter nor authorize the initiation of a nonconforming use of land.
- (c) A variance may be issued for an indefinite duration or for a specified duration only.
- (d) When practical difficulties or unnecessary hardships would result from carrying out the strict letter of a zoning ordinance, the board shall have the power to vary or modify any of the regulations or provisions of the zoning ordinance so that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done. No change in permitted uses may be authorized by variance.
- (e) A fee shall be paid to the Town of Archer Lodge for a variance to cover advertising and administrative costs.

(Ord. of 3-14-2011, § 100-8)

Sec. 2-48. - Interpretations.

- (a) The board of adjustment is authorized to interpret the zoning map and to pass upon disputed questions of lot lines or district boundary lines and similar questions. If such questions arise in the context of an appeal from a decision of the town, they shall be handled as provided in section 2-46.
- (b) An application for a map interpretation shall be submitted to the board of adjustment by filing a copy of the application with the clerk. The application shall contain sufficient information to enable the board to make the necessary interpretation.
- (c) Where uncertainty exists as to the boundaries as shown on the Town of Archer

Lodge official zoning map, the following rules shall apply:

- (1) Boundaries indicated as approximately following the centerlines of alleys, streets, highways, streams, or railroads shall be construed to follow such centerlines;
- (2) Boundaries indicated as approximately following lot lines, town limits, shall be construed as following such lines, limits or boundaries;
- (3) Boundaries indicated as following shorelines shall be construed to follow such shorelines, and in the event of change in the shoreline shall be construed as following such shorelines; and
- (4) Where a district boundary divides a lot or where distances are not specifically indicated, the boundary shall be determined by measurements from the official Town of Archer Lodge zoning map.

(Ord. of 3-14-2011, § 100-9)

Sec. 2-49. - Burden of proof in appeals and variances.

- (a) When an appeal is taken to the board of adjustment in accordance with section 2-46, the designated town staff shall have the initial burden of presenting to the board sufficient evidence and argument to justify the order or decision appealed from. The burden of presenting evidence and argument to the contrary then shifts to the appellant, who shall also have the burden of persuasion.
- (b) The burden of presenting evidence sufficient to allow the board of adjustment to reach the conclusions on those issues remains with the applicant seeking the variance.

(Ord. of 3-14-2011, § 100-10)

Sec. 2-50. - Board action on appeals and variances.

- (a) With respect to appeals, a motion to reverse, affirm, or modify the order, requirement, decision, or determination appealed from shall include, insofar as practicable, a statement of the specific reasons or findings of facts that support the motion. If a motion to reverse or modify is not made or fails to receive the four-fifths vote necessary for adoption, then a motion to uphold the decision appealed

from shall be in order. This motion is adopted as the board's decision if it receives the four-fifths vote of the board of adjustment's membership (excluding vacant seats).

- (b) Before granting a variance, the board of adjustment must take a separate vote and vote affirmatively (by a four-fifths majority) on each of the required findings stated. Insofar as practicable, a motion to make an affirmative finding on each of the requirements set forth in section 2-47(b) shall include a statement of the specific reasons or findings of fact supporting such motion.

(Ord. of 3-14-2011, § 100-11)

Sec. 2-51. - Hearing required on appeals and applications.

- (a) Before making a decision on an appeal or an application for a variance, the board of adjustment shall hold a hearing on the appeal, on a conditional-use permit, or petition from the town to revoke a conditional-use permit.
- (b) The hearing shall be open to the public and all persons interested in the outcome of the appeal or application shall be given an opportunity to present evidence and arguments and ask questions of persons who testify.
- (c) The board of adjustment may place reasonable and equitable limitations on the presentation of evidence and arguments and the cross examination of witnesses so that the matter at issue may be heard and decided without undue delay.
- (d) The hearing board may continue the hearing until a subsequent meeting to take additional information. No further notice of a continued hearing need be published unless a period of six weeks or more elapses between hearing dates.

(Ord. of 3-14-2011, § 100-12)

Sec. 2-52. - Notice of hearing on appeals and applications.

- (a) Notice shall be given to the appellant or applicant and any other person who makes a written request for such notice by mailing to such persons a written notice not later than ten days before the hearing.
- (b) Notice shall be given to abutting property owners by mailing a written notice not later than ten days before the hearing to those persons who have listed for taxation real property.
- (c)

A notice shall be published in a newspaper circulated in the area stating the date, time, and place of the hearing, reasonably identify the lot that is the subject of the application or appeal, and give a brief description of the action requested or proposed.

(Ord. of 3-14-2011, § 100-13)

Sec. 2-53. - Evidence.

- (a) The provisions of this section apply to all hearings for which a notice is required by section 2-51.
- (b) All persons who intend to present evidence to the permit-issuing board, rather than arguments only, shall be sworn.
- (c) All findings and conclusions necessary to the issuance or denial of the requested permit or appeal (crucial findings) shall be based upon reliable evidence. Competent evidence (evidence admissible in a court of law) shall be preferred whenever reasonably available.

(Ord. of 3-14-2011, § 100-14)

Sec. 2-54. - Modification of application at hearing.

- (a) In response to questions or comments by persons appearing at the hearing or to suggestions or recommendations by the board of adjustment, the applicant may agree to modify his application, including the plans and specifications submitted.
- (b) Unless such modifications are so substantial or extensive that the board cannot reasonably be expected to perceive the nature and impact of the proposed changes without revised plans before it, the board may approve the application with the stipulation that the permit will not be issued until plans reflecting the agreed upon changes are submitted to the clerk.

(Ord. of 3-14-2011, § 100-15)

Sec. 2-55. - Record.

- (a) A recording should be made of all hearings required by section 2-51 and such recordings shall be kept for at least 30 days. Accurate minutes shall also be kept of all such proceedings, but a transcript need not be made.

- (b) Whenever practical, all documentary evidence presented at a hearing as well as all other types of physical evidence shall be made a part of the record of the proceedings and shall be kept for at least two years.

(Ord. of 3-14-2011, § 100-16)

Sec. 2-56. - Written decision.

- (a) Any decision made by the board of adjustment regarding an appeal or variance or regarding issuance or revocation of a conditional-use permit shall be reduced to writing and served upon the applicant or appellant and all other persons who make a written request for a copy.
- (b) In addition to a statement of the board's ultimate disposition of the case and any other information deemed appropriate, the written decision shall state the board's findings and conclusions, as well as supporting reasons or facts, whenever this division requires the same as a prerequisite to taking action.

(Ord. of 3-14-2011, § 100-17)

Secs. 2-57—2-85. - Reserved.

DIVISION 3. - PLANNING BOARD

Sec. 2-86. - Creation.

There is hereby created a planning board, as authorized by and with all the powers and duties granted by G.S. § 160A-361 and all other applicable North Carolina General Statutes.

(Ord. No. AL2017-10-1, 10-2-2017)

Sec. 2-87. - Members, terms, and vacancies.

- (a) The planning board shall consist of five members, all of whom must reside within the town's corporate limits. The members shall be appointed by the town council.
- (b) All members shall be appointed for three year terms. As these terms expire, new appointments shall be made for three year terms. Vacancies occurring for reasons other than expiration of terms shall be filled for the unexpired term only, by the town council.
- (c) Faithful attendance by the members is mandatory for retaining membership on the planning board. Failure to attend three consecutive meetings shall be deemed adequate reason for termination of membership on the planning board by the town council. If a member has a legitimate excuse for not attending a regular or special meeting of the planning board, he or she shall notify the secretary of the planning board at least 24 hours before the scheduled meeting time.
- (d) All members of the planning board shall have equal voting power on all matters of business. Pursuant to G.S. § 160A-381(d), members of appointed boards providing advice to the town council shall not vote on recommendations regarding any zoning map or text amendment where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member.

(Ord. No. AL2017-10-1, 10-2-2017)

Sec. 2-88. - Officers, rules, and records.

- (a)

Within 30 days after appointment, the planning board shall meet and elect a chairperson and create and fill those offices as it may determine. The term of the chairperson and other officers shall be one year, with eligibility for reelection.

- (b) The planning board shall adopt rules for transaction of business and shall keep a record of its members' attendance, and its resolutions, discussions, findings and recommendations, which record shall be a public record.

(Ord. No. AL2017-10-1, 10-2-2017)

Sec. 2-89. - Meetings; quorum.

- (a) The planning board shall establish a regular meeting schedule and shall meet frequently enough so that it can act, in an expeditious manner, on requests/matters for its consideration and all meetings shall be open to the public.
- (b) A quorum shall consist of a simple majority of the total membership of the planning board.

(Ord. No. AL2017-10-1, 10-2-2017)

Sec. 2-90. - Powers and duties.

- (a) The planning board may make careful studies of present conditions and the probable future development of the town and its environs. These studies may include, but shall not be limited to, land use surveys; population studies; economic studies; school, park and recreation studies; traffic and parking studies; urban renewal studies, housing and market analysis and annexation studies.
- (b) The planning board may, if directed by the town council, formulate and maintain a comprehensive plan of the town and its environs for the purpose of achieving a coordinated, adjusted and harmonious development of the town which would promote, in accordance with present and future needs, the safety, morals, order, convenience, prosperity and general welfare of its citizens; efficiency and economy in the process of development; convenience of traffic; safety from fire and other dangers; adequate light and air; healthful and convenient distribution of population; provision of adequate open spaces; good civic design and arrangement; wise and efficient expenditures of public funds; and adequate provision for public utilities and other matters pertaining to the public requirements. The comprehensive plan shall consist of a number of parts which

may include, but shall not be limited to, the following: a land use plan, a major thoroughfare plan, a utilities plan, a plan for economic development, a recreation plan, a school plan, a community facilities plan, a zoning plan and plans for housing improvement.

- (c) The planning board shall prepare or shall review and comment upon a proposed zoning ordinance, including both the full text of such ordinance and maps showing proposed district boundaries. Upon completion, the planning board shall make a written recommendation regarding adoption of the ordinance to the town council. After initial adoption of a zoning ordinance, all proposed amendments to the zoning ordinance or zoning map shall be submitted to the planning board for review and comment. If no written report is received from the planning board within 30 days of referral of the amendment to that board, the town council may proceed in its consideration of the amendment without the planning board report. The town council is not bound by the recommendations, if any, of the planning board. The planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. Pursuant to G.S. § 160A-383 and G.S. § 160A-387, and any amendment made thereto, the planning board shall provide a written recommendation to the governing board that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the governing board.
- (d) The planning board may conduct those public hearings as may be required to gather information necessary for the drafting, establishment and maintenance of the comprehensive plan.

(Ord. No. AL2017-10-1, 10-2-2017)

Secs. 2-91—2-108. - Reserved.