



Town of Archer Lodge

AGENDA

Regular Council Meeting

Monday, August 8, 2016 @ 6:30 PM
Council Chambers

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:

3 - 35	4.a. Minutes: June 13, 2016 Town Council Meeting Minutes July 11, 2016 Town Council Meeting Minutes <u>June 13, 2016 Town Council Meeting Minutes - DRAFT</u> <u>July 11, 2016 Town Council Meeting Minutes - DRAFT</u>
36	4.b. Budget Amendment BA 2017 01 <u>BA 2017 01</u>
37	4.c. Release Form for Ordinance# AL2016-06-2 (Ordinance relating to Model and Unmanned Aircraft on Town of Archer Lodge Property) <u>AL2016-06-2 Release Form for Model and Unmanned Aircraft Ordinance (Drone)</u>

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

38 - 39	5.a. Recreation Service Agreement with ALCC
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Recreational Service Agreement with ALCC - DRAFT

40 - 42 5.b. Lease Agreement with ALCC
Lease Agreement with ALCC - DRAFT

43 - 46 5.c. UNC School of Gov't - Administration Course Offering
 2016/2017
UNC School of Gov't Admin Course Info

6. TOWN ATTORNEY'S REPORT:

7. ADMINISTRATIVE CONSULTANT'S REPORT:

8. FINANCIAL/TOWN CLERK'S REPORT:

47 8.a. Financial Summary Ending 7/31/2016
JULY 2016 & FYTD

48 8.b. VC3 Update
8.2.16 Update

9. PLANNING/ZONING REPORT:

10. VETERAN'S COMMITTEE REPORT:

11. MAYOR'S REPORT:

11.a. ALCC Ballfield Sign

12. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

13. ADJOURNMENT:

Town of Archer Lodge
Council Meeting Minutes
Archer Lodge Town Hall
June 13, 2016

DRAFT

PRESENT: Mayor Gordon, Mayor Pro-Tem Mulhollem, Council Member Castleberry, Council Member Jackson, Council Member Vinson, Council Member Wilson

STAFF PRESENT: C. L. Gobble, Administrative Consultant; Chip Hewett, Town Attorney; Kim P. Batten, Finance Manager/Town Clerk; Bob Clark, Planning & Zoning Administrator

WELCOME/ CALL TO ORDER: Mayor Gordon called the meeting to order at 6:37 p.m. in Archer Lodge Town Hall located at 14094 Buffalo Road, Clayton, NC and declared a quorum was present. Mayor Pro-Tem Mulhollem offered the invocation. Mayor Gordon led in the pledge of allegiance to the flag.

APPROVAL OF AGENDA: Council Member Wilson made a motion to approve the agenda and it was seconded by Council Member Jackson. Motion carried unanimously.

OPEN FORUM/ PUBLIC COMMENTS: Mr. Neal Brantley at 4796 Covered Bridge Road, Clayton, NC spoke to council regarding the tax rate increase of five cents in the proposed Budget for FY 2017.

CONSENT AGENDA ITEMS: Approval of April 11, 2016 Town Council Meeting Minutes
Approval of May 2, 2016 Work Session Minutes
Approval of Town of Clayton's Memorandum for Agreement for Animal Control Services and appears as follows:

Jody L. McLeod
MAYOR

Bruce Thompson
TOWN ATTORNEY

Steve Biggs
TOWN MANAGER

Bob Satterfield
Art Holder
Jason Thompson
R.S. "Butch" Lawter, Jr.
COUNCIL MEMBERS

Michael Grannis
MAYOR PRO TEM

Premier Community for Active Families



June 15, 2016

Memorandum of Agreement

Parties: Town of Clayton, NC (Clayton) AND Town of Archer Lodge, NC (Archer Lodge)

Purpose: Cooperative Inter-Agency Agreement for the Purpose of Animal Control Services

Basic Services

The Town of Clayton will provide staff support and basic equipment for the purpose of providing animal control and related education to the Town of Archer Lodge and its residents. The standards for service and consideration are as outlined below.

Scope of Services

1. Placement of traps for the purpose of humanely capturing canines roaming at large. Such traps will be set upon request of a resident or through staff of the Town of Archer Lodge. (Maximum of one set at any time.)
2. Collection of nuisance or dangerous canines as identified and requested.
3. Trapping and collection of feral cats. Such traps will be set upon request of a resident or through staff of the Town of Archer Lodge. (Maximum of four set at any one time.)
4. Collection of any dangerous animal as consistent with the Laws of the State of North Carolina governing control of domestic and wild animals.
5. Transport of trapped or collected animals to the Johnston county Animal Shelter.
6. Basic education of the public regarding rights and regulations associated with State and Local law governing animal control.
7. Regular checking of any and all traps set in accordance with this agreement.
8. Preparation of a monthly report and billing for all activities performed.

Excluded Services

1. Trapping of roaming, domestic cats that are not identified as feral.
2. After hours on-call availability. After hours animal control is expected to be performed by the Johnston County Sheriff's Office or Johnston County Animal Control.
3. Weekend checking of traps set. Traps should not be set during the weekend.

General Provisions

1. Calls for service shall be directed by Archer Lodge residents or staff through 911.
2. Calls for neighbor complaints or education related services shall go to 919-553-4611.
3. Archer Lodge will provide an up-to-date map of the Town Limits.
4. Archer Lodge will provide a space for the storage of one dog trap.

Consideration

Clayton will charge on a per trip, per service basis*, as follows:

- a. Set Trap or Collect Trap = \$20.15
- b. Check Trap (no collection) = \$20.15
- c. Collect Animal = \$20.15
- d. Transport Animal
 - i. Accompanied with animal collected in Clayton = \$29.71
 - ii. Without animal collected in Clayton = \$37.99
- e. Complaint Follow-up/Education Visit = \$33.06
- f. Complaint: Telephone Follow-Up = \$6.45
- g. Report Preparation = \$17.04

*These rates to be reviewed and adjusted annually.

Term of Agreement

This agreement will begin on July 1, 2016 and will be automatically renewed annually, unless either party specifies with a 30-day notice their preference not to renew the agreement.

Town of Clayton:

Nancy Mall
(Signature)

Town of Archer Lodge:

Debora Jordan
(Signature)

Title: Interim Town Manager

Title: MAYOR

Date: 6/16/16

Date: 16 JUNE 16

Council Member Vinson made a motion to approve the consent agenda and it was seconded by Council Member Jackson. Motion carried unanimously.

**DISCUSSION AND
POSSIBLE ACTION ITEMS:**

Mayor Pro Tem Mulhollem began the discussion on the results from Auditing Service proposals received for Fiscal Years 2016, 2017 & 2018. He stated that the town received five bids and after review, May & Place, PA from Louisburg, NC proposed the lowest. Their proposal offered a savings over a three year period of \$1,800. He further noted that if their services were not satisfactory after the first year, then the town could change auditing firms for future fiscal years. Council Member Vinson made the motion to approve May & Place, PA from Louisburg as our auditors for the next three years based on the proposal. The motion was seconded by Mayor Pro Tem Mulhollem. Motion carried unanimously.

Mayor Gordon opened the discussion for an Ordinance for a Local State of Emergency for the Town of Archer Lodge (Ordinance# AL2016-06-1). Council Member Castleberry mentioned the correction that was discussed in the work session and Mayor Pro Tem Mulhollem acknowledged that section (h) had been changed. With no further discussion, Council Member Wilson made a motion to approve Ordinance# AL2016-06-1 and it was seconded by Council Member Castleberry. Motion carried unanimously.

An Ordinance for a Local State of Emergency for the Town of Archer Lodge (Ordinance# AL2016-06-1) appears as follows:

AN ORDINANCE FOR A LOCAL STATE OF EMERGENCY FOR THE TOWN OF ARCHER LODGE

Sec. 1. - STATE OF EMERGENCY; CURFEW AUTHORIZED; MAYOR'S POWER; RESTRICTIONS DURING EMERGENCY.

(a) **Definition:**

A state of emergency *shall* be deemed to exist whenever, during times of great public crisis, disaster, rioting, catastrophe, or similar public emergency, for any reason, municipal public safety authorities are unable to maintain public order or afford adequate protection for lives, safety or *property*.

(b) **Proclamation:**

In the event of an existing or threatened state of emergency endangering the lives, safety, health and welfare of the people within the *Town*, or threatening danger to or destruction of *property*, the Mayor is hereby authorized and empowered to issue a public proclamation declaring to all *persons* the existence of such a state of emergency, and, in order to more effectively protect the lives and *property* of people within the *Town*, to place in effect any or all of the restrictions hereinafter authorized.

(c) **Mayor's Powers:**

The Mayor is hereby authorized and empowered to limit by the proclamation the application of all or any part of such restrictions to any area specifically designated or described within the corporate limits of the *Town* and to specific hours of the day or night; and to exempt from all or any part of such restrictions law enforcement *officers*, Fire Department *officers* and other public employees, doctors, nurses, employees of hospitals and other medical facilities; on-duty military personnel, whether state or Federal; on-duty employees of public utilities, public transportation companies, and newspaper, magazine, radio broadcasting, and television broadcasting corporations operated for profit; and such other classes of *persons* as *may* be essential to the preservation of public order and immediately necessary to serve the safety, health and welfare needs of the people within the *Town*.

(d) **End of State of Emergency:**

The Mayor *shall* proclaim the end of such state of emergency or all or any part of the restrictions imposed as soon as circumstances warrant or when directed to do so by the *Council*.

(e) **Restrictions During Emergency:**

During the existence of a proclaimed state of emergency, the Mayor *may* impose by proclamation any or all of the *following* restrictions:

- (1) Prohibit or regulate the possession off one's own premises of explosives, firearms, ammunition or dangerous weapons of any kind, and prohibit the purchase, sale, transfer or other disposition thereof.
- (2) Prohibit or regulate the buying or selling of beer, wine or intoxicating beverages of any kind, and their possession or consumption off one's own premises.
- (3) Prohibit or regulate any demonstration, parade, march, vigil or participation therein when taking place on any of the public ways or upon any public *property*.
- (4) Prohibit or regulate the sale of gasoline, kerosene, naphtha or any other explosive or flammable fluids or substances.

- (5) Prohibit or regulate travel upon any public *street*, alley or roadway or upon any other public *property* and to except those in search of medical assistance, food or other commodity or service necessary to sustain the well-being of themselves or their families or some member thereof.
- (6) Prohibit or regulate the participation in or carrying on of any business activity, and prohibit or regulate the keeping open of places of business, places of entertainment, and any other public assembly of any nature whatsoever.

(f) Subsequent Proclamation:

Any proclamation *may* be extended, altered or repealed in any particular during the continued or threatened existence of a state of emergency by the issuance of a subsequent proclamation.

(g) Unlawful Acts:

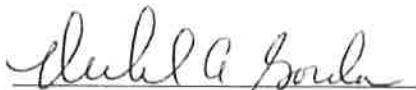
During the existence of a proclaimed state of emergency, it *shall* be unlawful for any *person* to violate any provision of any restriction imposed by any proclamation authorized by this section.

(h) Absence or disability of Mayor:

In case of the absence or disability of the mayor, the mayor pro-tem shall have and exercise all of the powers given the mayor by this chapter. In the absence of the mayor and mayor pro-tem, any remaining member of the Town Council may exercise all of the powers given by this chapter.

Duly adopted, this the 13th day of June, 2016.

TOWN OF ARCHER LODGE

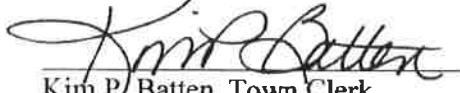


Michael A. Gordon, Mayor

(SEAL)



ATTEST:



Kim P. Batten, Town Clerk

State law reference: N.C. G.S. §166A-19.22; 166A-19.31.

Mayor Gordon opened the discussion of an Ordinance relating to Model and Unmanned Aircraft on Town of Archer Lodge Property (Ordinance # AL2016-06-2). Council Member Wilson wanted clarity regarding the terminology “unmanned aircraft” and if that specifically referred to drones. Mayor Gordon confirmed his question and provided an example such as East Wake TV’s drone. Council Member Wilson suggested a review of FAA guidelines. Discussion followed regarding drones and model airplanes. Council Member Wilson suggested researching FFA rules as it relates to this ordinance. Mayor Gordon asked Tracy Pedigo to take the podium and explain what he understands regarding East Wake TV’s drone. Mr. Pedigo stated that there are specific rules regarding “non-hobby” drones and “hobby” drones. Furthermore, he understands that East Wake TV has applied for FAA certification. Council Member Vinson made the motion that we adopt the ordinance as presented, provide certificate documentation and sign a liability release, which will be drafted later by the attorney. Motion was seconded by Council Member Jackson. Motion carried unanimously.

An Ordinance relating to Model and Unmanned Aircraft on Town of Archer Lodge Property (Ordinance # AL2016-06-2) appears as follows:

**AN ORDINANCE RELATING TO MODEL AND UNMANNED AIRCRAFT
ON TOWN OF ARCHER LODGE PROPERTY**

WHEREAS, the Town Council of the Town of Archer Lodge has determined that the ability to capture film footage and conduct other functions for Town purposes by use of unmanned aircraft at Town parks and other Town properties is desirable and in the public interest; and

**BE IT THEREFORE ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
ARCHER LODGE AS FOLLOWS:**

Section 1: Model Aircraft and Unmanned Aircraft on Town Property

- (a) Launch and/or recovery of model aircraft or unmanned aircraft is prohibited on all Town owned property without specific written permission from the Mayor or his designee, who may allow it for governmental purposes to include, but not be limited to, photography, so long as the operation of the model aircraft or unmanned aircraft is done in accordance with the requirements of the Federal Aviation Administration and North Carolina General Statutes.
- (b) For the purposes of this section, “model aircraft” is defined as an aircraft including any contrivance now known, or hereafter invented, used or designed for navigation of or flight in the air, that is mechanically driven or launched into flight and that meets all of the following requirements:
 - (1) Is flown for hobby or recreational purposes.
 - (2) Is not used for payment, consideration, gratuity, or benefit, directly or indirectly charged, demanded, received, or collected, by any person for the use of the aircraft or any photographic or video image produced by the aircraft.
- (c) For the purposes of this section, “unmanned aircraft” is defined as an aircraft including any contrivance now known, or hereafter invented, used or designed for navigation of or flight in the air that is operated without the possibility of human intervention from within or on the aircraft and that does not meet the definition of model aircraft.
- (d) Any violation of this section shall be punishable by a fine of not more than fifty dollars (\$50.00).

Section 2: This ordinance is effective upon adoption.

Duly adopted, this the 13th day of June, 2016.

TOWN OF ARCHER LODGE



Michael A. Gordon, Mayor

(SEAL)



ATTEST:



Kim J. Batten, Town Clerk

State law reference – Definition of “model aircraft.” G.S. §15A-300.1.

State law reference – Restrictions on use of unmanned aircraft systems,
G.S. §15A-300.1.

State law reference – Regulation of launch and recovery sites, G.S. §15A-300.2.

State law reference – Permit required for commercial operation of unmanned
aircraft systems, G.S. §63-96.

Mayor Gordon opened the floor for discussion and consideration of the Proposed Annual Budget Ordinance for Fiscal Year ending June 30, 2017. After careful review of the Proposed Budget Ordinance, Budget Officer/Council Member Vinson stated that an expenditure located in the General Government/Administration/Contracted Services Account for Advising Services in the amount of \$12,000 was in error and needed to be removed. In addition, Finance Manager Batten explained two additional expenditures needed correcting as well. First, an increase of \$200 in Governing Body Dues account to NCLM and secondly, an increase of \$400 in the Administration Retirement account. Making these three

corrections, Ms. Batten stated that the net result was a reduction of \$11,400 in the Proposed Annual Budget Ordinance presented to council in May for Fiscal Year ending June 30, 2017. Council Member Wilson referenced his meeting with Mr. Gobble and Council Member Vinson regarding his written letter about the proposed budget and the Veteran's Memorial. Council Member Vinson made a motion that we accept the budget for the upcoming fiscal year 2016-2017 as presented tonight. Mayor Pro Tem Mulhollem seconded. Motion carried unanimously.

Annual Budget Ordinance for Fiscal Year ending June 30, 2017 appears as follows:

TOWN OF ARCHER LODGE

Annual Budget Ordinance

FY 2016/2017

Pursuant to G.S. 159-17, be it ordained by the Town Council of the Town of Archer Lodge that: (1) Departmental Expenditures for the Fiscal Year shall not exceed the estimated departmental totals as depicted on the attached Budget Summary, the total being \$ 1,035,625 and (2) Revenues for Fiscal Year 2016/2017 shall equal total Expenditures; and (3) Revenues from the Ad Valorem property tax shall be levied in the amount of \$0.20 per \$100 evaluation.

Adopted this 13th day of June 2016

Michael A. Gordon
Michael A. Gordon, Mayor
R. Carlton Vinson
R. Carlton Vinson, Budget Officer

ATTEST:

Kim Batten

Kim P. Batten, Town Clerk



TOWN OF ARCHER LODGE
Annual Budget Summary
FY 2016/2017

REVENUES **AMOUNTS**

General Fund:

Ad-Valorem Property Taxes	537,224
Local Option Sales Tax	106,010
Unrestricted Intergovernmental Revenues	189,500
Restricted Intergovernmental Revenues	55,600
Permits and Fees	5,850
Fee in Lieu of Recreation	25,000
Investment Earnings	3,600
Miscellaneous Revenues	7,825
Fund Balance Appropriation	105,016
<u>TOTAL REVENUES</u>	<u>1,035,625</u>

EXPENDITURES **AMOUNTS**

General Government:

Town Council	37,355
Administration	200,227
Tax Collections	13,900
Legal	19,500

General Government: (continued)

Property Tax	130
Public Buildings	69,996
PEG Media Partners	55,600
Public Safety:	
Law Enforcement Designation	50,000
Animal Control	8,000
Archer Lodge Fire Department	180,000
Transportation - Public Works	
Planning and Zoning	92,130
Parks and Recreation	64,000
Debt Service	45,838
Transfer to Capital Reserve Fund	50,000
Transfer to Park Reserve Fund	102,065
<u>TOTAL EXPENDITURES</u>	<u>1,035,625</u>

TOWN ATTORNEY'S REPORT:	Town Attorney Hewett wanted clarification regarding Council's instructions to him as it pertained to the Drone Ordinance. Mayor Gordon asked him to draft a liability release form requiring a signature of the drone operator that demonstrates FAA certification. This form will be included with the ordinance.
ADMINISTRATIVE CONSULTANT'S REPORT:	C. L. Gobble stated that the parking lot project should begin after July 4th holiday and should only take approximately a week to complete and the contractor has 60 days.
FINANCIAL/TOWN CLERK REPORT:	Ms. Batten stated that the fiscal year was 92% completed. Revenues are 75% collected and expenditures are 70% spent. She completed the transfer to the Capital Reserve Fund during May. In conclusion, Ms. Batten mentioned that a new NC State Flag was purchased for Council Chambers.

**PLANNING/ZONING
REPORT:**

Mr. Clark mentioned that he will be attending the next SEAS meeting on July 14, 2016. Also, he added that he will be seeking a current schedule for the road improvements safety project for Archer Lodge from NCDOT. He informed Council that the next Planning Board meeting is Wednesday, June 15, 2016 and one topic to discuss is a proposed 12 lot subdivision next to the Archer Lodge Middle School. Regarding this new subdivision, a Tech Review Committee, a subcommittee of the Planning Board, has been formed to review site plan and reach out to the school for potential sidewalks, etc. Mr. Clark spoke about long-range plans of reviewing subdivision regulations and recommends having some text amendments. He announced that N-Focus has a new staff member and he will introduce him at the next Planning Board meeting. Lastly, he noted that the Cooper Farms Subdivision is almost complete and he will have an onsite visit on June 29 with James Lipscomb to look at the open space.

**VETERAN'S COMMITTEE
REPORT:**

Mayor Gordon mentioned to Mr. Mike Mulhollem before starting his report, that Council would like to meet with the Veteran's Memorial Committee to discuss plans going forward preferably the 3rd Monday night of a month. Mr. Mulhollem stated that he would share this information at their next meeting. He reported to Council that biscuit sales to date are at \$10,730 and total brick sales are \$16,035. The committee will be voting for a treasurer and obtaining their own checking account since all information to become a 501(c) (3) designation has been submitted. Also, he mentioned that the current estimate for completing the memorial ranges from \$154,000 to \$181,000 and the target completion date is November 11, 2018, which is the 200th anniversary of World War I. The committee continues to increase the total number of biscuits sold each month and appreciates the support received from the citizens of Archer Lodge and the surrounding areas.

**FARMER'S MARKET
REPORT:**

No report.

MAYOR'S REPORT:

Mayor Gordon reminded everyone of the Community Center's Family Fun Day scheduled for Saturday, July 2, 2016 and details are on their website. He stated that there is not a Council work session on July 4th due to the holiday. Mayor suggested to everyone to visit WRAL's website for Scott Mason's section "Tar Heel Traveler" because he recently visited C. E. Barnes Store in Archer Lodge and they could see the clip that aired on their broadcast earlier.

COUNCIL MEMBERS'

REMARKS:

Council Member Castleberry thanked the Veteran's Committee for all their hard work and efforts on the monthly biscuit sales.

Council Member Jackson reminded everyone of Flag Day tomorrow and Council Member Wilson stated that if you have a home flag and cannot lower it to half-staff, you can place a black streamer on the end of the flag.

Council Member Vinson acknowledged his presence at the Tech Review Committee meeting and learned that some standards in our ordinances will need addressing in the future. Also, he mentioned attending the final Clayton Town Council meeting for Town Manager Steve Biggs and thanked him on behalf of the Town of Archer Lodge for his support and cooperation. In conclusion, he commented on Town Hall Day in Clayton and spoke with the Interim Town Manager and other Clayton representatives about continuing the ongoing relationship between the towns.

ADJOURNMENT:

Council Member Vinson made a motion to adjourn at 7:49 p.m. and it was seconded by Mayor Pro Tem Mulhollem. Motion carried unanimously.

MICHAEL A. GORDON
MAYOR

KIM P. BATTEN
FINANCE MANAGER/TOWN CLERK

Town of Archer Lodge
Council Meeting Minutes
Archer Lodge Town Hall
July 11, 2016

DRAFT

PRESENT: Mayor Gordon, Mayor Pro-Tem Mulhollem, Council Member Castleberry, Council Member Jackson, Council Member Vinson, Council Member Wilson

STAFF
PRESENT: C. L. Gobble, Administrative Consultant; Chip Hewett, Town Attorney; Kim P. Batten, Finance Manager/Town Clerk; Bob Clark, Planning & Zoning Administrator

WELCOME/
CALL TO ORDER: Mayor Gordon called the meeting to order at 6:33 p.m. in Archer Lodge Town Hall located at 14094 Buffalo Road, Clayton, NC and declared a quorum was present. Mayor Pro-Tem Mulhollem offered the invocation. Mayor Gordon led in the pledge of allegiance to the flag.

APPROVAL OF
AGENDA: Mayor Gordon asked Council to refer to a copy of the service agreement between the Town of Archer Lodge and N-Focus for fiscal year 2017 included in their agenda packets. He stated that the agreement/contract amount was included in the budget ordinance that was adopted last month on June 13, 2016 but an actual copy of the service agreement with N-Focus was omitted. Therefore a motion is needed to amend the agenda to include this item in the Consent Agenda as Item 4c. Service Agreement between the Town of Archer Lodge and N-Focus for FY2017. Council Member Wilson made a motion to approve the agenda with the change as noted and it was seconded by Mayor Pro Tem Mulhollem. Motion carried unanimously.

OPEN FORUM/
PUBLIC COMMENTS: No public comments.

CONSENT
AGENDA
ITEMS: Approval of May 9, 2016 Town Council Meeting Minutes
Approval of May 23, 2016 Town Council Meeting Minutes
Approval of June 6, 2016 Public Hearing/Work Session Minutes
Approval of Amending the September 15, 2015, Regular Meeting Minutes to include the omitted documents and appears as follows:

Amendment 1: Oath of Office to new Finance Manager/Town Clerk, Kim Batten
Amendment 2: Resolution Adopting the Johnston County Parks and Recreation Plan

Amendment 3: Resolution Adopting the Supplemental
Retirement Income Plan NC 401(k)

Amendment 4: Resolution Adopting the NC Deferred
Compensation Plan 457 (b)

Amendment 5: Animal Control Amendment to the Ordinance

MINUTES

QUASI-JUDICIAL HEARING AND REGULAR MEETING OF THE
ARCHER LODGE TOWN COUNCIL

September 14, 2015

6:30 PM

Archer Lodge Town Hall
14094 Buffalo Road
Clayton, NC 27527

PRESENT: Mike Gordon, Mayor; Carlton Vinson, Mayor Pro Tem; Matt Mulhollem, Councilman; Mark Jackson, Councilman; Clyde Castleberry, Councilman; Mark Wilson, Councilman

ALSO PRESENT: Chip Hewett, Town Attorney; C. L. Gobble, Administrative Consultant; Lisa Barnes, Interim Town Clerk

1. Welcome and Call to Order:

a. Call to Order:

At 6:32 p.m., Mayor Gordon called the meeting to order.

b. Invocation:

Given by Councilman Mulhollem

c. Pledge of Allegiance:

Led by Mayor Gordon

2. Quasi-Judicial Hearing:

Mayor Jordon stated that the Quasi-Judicial Hearing was in accordance with Section 14-74 of the Zoning and Subdivision Ordinance to consider a special use permit application SUP 15-01 filed by Jorge Jimenez at 76 Crazy Horse Drive requesting permission to park three commercial vehicles at this residential location. This is a quasi-judicial hearing for parties wishing to present testimony regarding the application. Bob Clark, Town Planning and Zoning Administrator stated that the applicants were in attendance. A motion was made by Councilman Wilson to open the hearing and was seconded by Councilman Jackson and all in favor. The following individuals were sworn in: Jorge Jimenez, Jorge Jimenez Sr., Gloria Iniesta-Padilla, Bobby Narron, and Bob Clark. The first witness, Bob Clark, introduced the case and following items into the record (attached):

Exhibit 1 – Application for a Special Use Permit, along with vehicle registrations, a photo of property (labeled A1-6)

Exhibit 2 – Definitions in Ordinance, Section 14-6 (labeled B1-3)

Exhibit 3- Official Notice of Hearing, notification to adjacent property owners, GIS Map, and Property IDs (labeled C1-5)

Exhibit 4 – Resolution by Planning Board recommending approval of the application dated July 15, 2015, findings by the planning staff, photo of property (labeled D1-3)

Exhibit 5 - Affidavit of publication from newspaper

The only other witness other than the applicant wishing to present testimonial or evidence in support or against the issuance of the SUP 15-01 was Bobby Narron, 79 Crazy Horse Court stated he lives directly across the street from the applicant's property and he supports approval of the SUP.

The next witness to speak was the applicant's son, Jorge Jimenez, Jr. who was speaking on behalf of his mother and father, Jorge Jimenez, Sr. and Gloria Jimenez-Padilla. The attorney stated that this was his time to explain to council why you feel you need this special use permit. He stated that the extra space and safety of his merchandise and equipment was significant for the family. He turned in a signed statement from his parents explaining why they need the SUP, which became Exhibit 6.

Exhibit 6 – Letter from property owner stating location of property, when commercial vehicles are used, and where they are parked (attached)

The family affirmed that the application submitted to council is still accurate and no amendments were necessary. Town Attorney confirmed with applicant that there is no commercial activity that occurs on the property and that will continue if the SUP is granted. Then questions were taken from council. Councilman Wilson made the motion to close the hearing and it was seconded by Councilman Jackson and approved by all. A motion was made to approve the SUP for 76 Crazy Horse Court by Councilman Jackson with condition that the commercial vehicles shall be parked the minimum 50 feet setback from the northern property line when a home is placed on the adjoining tract to the north, and approved by Mayor Pro Tem Vinson and rest of council with the exception of opposition of the SUP by Councilman Wilson. Mayor stated that the permit is approved. Bob Clark indicated that the council would adopt the decision at the next council meeting when the minutes are adopted which will include verifying or affirming the decision made tonight. Staff will send notice to the applicant of the decision. This will be under the consent agenda. Hearing was closed at 7:20 p.m.

3. **Public Comment Period (maximum of 30 minutes allowed, 3 minutes per person):**

Neal Brantley of 4796 Covered Bridge Road, Clayton, NC appeared before the Town Council and shared a story.

4. **~~Oath of Office to be administered to new Finance Manager/Town Clerk, Kim Batten for the Town of Archer Lodge given by Clerk of Court for Johnston County, Michelle Ball~~**

Oath was given to Ms. Batten with her family beside her.

See minutes of the Regular Meeting held Monday, July 11, 2016 for Amendment 1 of this section.

5. **Consent Agenda:**

See minutes of the Regular Meeting held Monday, July 11, 2016 for Amendments 2, 3, 4 & 5 of this section.

- a. Approval of the August 3, 2015 Work Session Meeting Minutes
- b. Approval of the August 10, 2015 Town Council Meeting Minutes
- c. Approval of the August 18, 2015 Special Called Meeting Minutes
- d. Approval of Resolution Adopting the Johnston County Parks and Recreation Plan
- e. Approval of Resolution to adopt the Supplemental Retirement Income Plan NC 401(k)
- f. Approval of Resolution to adopt the NC Deferred Compensation Plan 457(b)
- g. Animal Control Amendment to the Ordinance

A motion was made by Mayor Pro Tem Vinson to approve the consent agenda as presented. The motion was seconded by Councilman Castleberry. All were in favor.

6. **Monthly Activity Report – Planning Administrator, Bob Clark**

a. **Overview of Activities for the Month of August, 2015 and Upcoming Activities**

Mr. Clark stated that Council has asked him to get involved with the CAMPO TCC and also the SEAS (Southeast Area Study) committee, both of which are transportation related items and require numerous meetings throughout the month, in addition to all the other planning and zoning activities. He has also attended some training on solar farms in case that comes up in the future

AMENDMENT 1

15 R 412

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

OATH OF TOWN CLERK
TOWN OF ARCHER LODGE

KP
JW

I, KIMBERLY P. BATTEN, do solemnly and sincerely swear (or affirm) that I will support the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me, God.

I, KIMBERLY P. BATTEN, do swear (or affirm) that I will well and truly execute the duties of the Office of Town Clerk and Finance Manager for the Town of Archer Lodge, North Carolina according to the best of my skill and ability, according to law; so help me, God.

Kimberly P. Batten
Kimberly P. Batten

Sworn to and subscribed before me,
this 14th day of September 2015.

Michelle C. Ball
HONORABLE MICHELLE C. BALL
CLERK OF SUPERIOR COURT



AMENDMENT 2



**RESOLUTION ADOPTING THE
JOHNSTON COUNTY PARKS AND RECREATION PLAN**

WHERE AS, the Johnston County Sports Council, a committee of the Johnston County Tourism Authority, recognized the potential for sports and recreation to drive community growth and provide services to residents throughout the county; and

WHERE AS, all local municipalities and civic groups engaged in recreation pursuits may use the Johnston County Parks and Recreation Master Plan for planning purposes and individual grant applications to improve and development recreation facilities in their perspective communities; and

WHERE AS, all local municipalities and civic groups may use the Johnston County Parks and Recreation Master Plan as a tool to promote parks and recreation in the area, to direct priorities for parks and recreation services, to guide planning for expected growth, to provide general plan policy guiding land use and public services, to understand the public's issues and desires, and to identify funding gaps and directly meeting them; and

WHERE AS, the community partners may use the Johnston County Parks and Recreation Master Plan to determine needs for facilities/programs, have a policy framework for partnerships with the Johnston County Planning Department, and compare services to avoid duplication; and

WHERE AS, the Johnston County Parks and Recreation Master Plan may be adopted as part of the Johnston County Land Use Plan as it pertains to public lands, and development of future county recreation facilities, and in particular the completion of the Mountains to the Sea Trail; and

WHERE AS, the Johnston County Parks and Recreation Master Plan has several immediate, short and long term recommendations of value that require a county representative to facilitate; and

NOW, THEREFORE, LET IT BE RESOLVED THAT: *the Town of Archer Lodge*, adopts the Johnston County Parks and Recreation Master Plan as the official document of record for county recreation planning and development, and encourages the Johnston County Commissioners to pursue key recommendations in the plan for the betterment of recreation in Johnston County.

On behalf of the
Town of Archer Lodge

Michael Giordon
Michael Giordon, Mayor

Date 17 SEPT 15

Amendment 3

**TOWN OF ARCHER LODGE
RESOLUTION ON 401 (k) RETIREMENT**

WHEREAS, the Town of Archer Lodge wishes to provide a qualified defined contribution plan to the employees of Archer Lodge;

AND WHEREAS, the State of North Carolina has established the Supplemental Retirement Income Plan of North Carolina, a qualified governmental defined contribution plan under Internal Revenue Code § 401(k) for members of the North Carolina Retirement Systems.

NOW THEREFORE, BE IT RESOLVED by the Archer Lodge Town Council: that Archer Lodge has adopted the Supplemental Retirement Income Plan of North Carolina also known as NC 401(k) under the terms of the Plan Document and the Third-Party Administrator Agreement. All employees shall become eligible to defer compensation, immediately with or no later than 60 days from membership, in the North Carolina Local Government Employees (LGERS); Teachers and State Employees (TSERS); Consolidated Judicial (CJRS); or Legislative (LRS) Employees Retirement System.

DULY ADOPTED THIS 14th day of September 2015 while in regular session.

Michael A. Gordon (SEAL)
Michael A. Gordon, Mayor

ATTEST: Lisa Barnes (SEAL)
Lisa Barnes, Interim Town Clerk



AMENDMENT 4

**TOWN OF ARCHER LODGE
RESOLUTION ON 457 (b) RETIREMENT**

WHEREAS, the Town of Archer Lodge wishes to provide a qualified defined contribution plan to the employees of Archer Lodge;

AND WHEREAS, the State of North Carolina has established the North Carolina Public Employee Deferred Compensation Plan, a qualified governmental Deferred Compensation Plan under Internal Revenue Code § 457(b) for public employees of North Carolina.

NOW THEREFORE, BE IT RESOLVED, by the Archer Lodge Town Council that Archer Lodge has adopted the North Carolina Public Employee Deferred Compensation Plan also known as "NC Deferred Comp." under the terms of the Plan Document and the Third-Party Administrator Agreement. All existing full time employees shall become eligible to defer compensation immediately. Any employees hired after this resolution shall be subject to a waiting period as determined by the plan documents and Council.

DULY ADOPTED THIS 14th day of September 2015 while in regular session.

Michael A. Gordon (SEAL)
Michael A. Gordon, Mayor

ATTEST: Lisa Barnes (SEAL)
Lisa Barnes, Interim Town Clerk



AMENDMENT 5

Ordinance No. 2015-09-1

TOWN OF ARCHER LODGE

Amendment to Animal Control Ordinance: Chapter 91

BEING HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF ARCHER LODGE, NORTH CAROLINA TO AMEND Sec. 91.99 (Penalty) with the following amended language.

Sec. 91.99 PENALTY

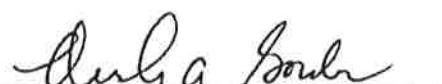
Unless a different fine or penalty is set out in a particular section of this chapter, a violation of any provision of this chapter shall subject the violator to the following schedule of civil penalties for Notices of Violation:

First Notice of Violation: \$25.00

Second and Subsequent Notices of Violation: \$75.00

If a higher fine or penalty is set out in this section, the highest fine or penalty shall apply.

Duly adopted this 14th day of September, 2015, while in regular session.



Mike Gordon

Mayor

ATTEST:



Kim P. Batten

Town Clerk



Approval of Service Agreement between the Town of Archer Lodge and
N-Focus for FY 2017 and appears as follows:

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

AGREEMENT WITH
LOCAL GOVERNMENT

THIS AGREEMENT, made the 16th day of June, 2016 by and between **Town of Archer Lodge**, a North Carolina unit of Local Government (hereinafter known as "Local Government"); and, **N-Focus Planning & Design, Inc.**; a North Carolina corporation (hereinafter known as "Contractor"), by signatures below, enter into the following Agreement:

WITNESSETH:

WHEREAS, Contractor has expertise in local government functions and Local Government has a need for such functions; and

WHEREAS, Local Government and Contractor desire to enter into this Agreement;

NOW THEREFORE, Local Government and Contractor agree as follows:

Section A. SCOPE OF FUNCTIONS

Contractor will provide Contractor personnel to perform the following specialized Functions for Local Government:

1. Planning & Implementation Functions include:

- a) Conduct comprehensive field studies of land use and development patterns throughout Local Government jurisdiction;
- b) Conduct comprehensive review of adopted policies applicable to land use and development throughout Local Government jurisdiction;
- c) Conduct comprehensive review of Local Government programs and policies to serve existing and future development within Local Government jurisdiction;
- d) Prepare plans and policy documents to achieve stated goals of Local Government through information gathering techniques to be determined and agreed upon with Local Government;
- e) Preparation of governing and/or advisory board/council/commission reporting materials;
- f) Presentations of governing and/or advisory board/council/commission reporting materials;
- g) Conduct review of applications for land development permits and approvals in accordance with applicable policies and ordinances; and
- h) Coordinate with Local Government staff for the proper filing of records within the official record of Local Government.

2. Code Enforcement Functions include:

- a) Investigations of complaints and/or reports of violations;

N-Focus

Initials: PAR Date: 06.16.16

Archer Lodge – FY 17 Planning & Code Agreement

Initials: ALB Date: 16Jun16

- b) Preparation of materials for distribution and notifications to owners of record and/or occupants of violation activities;
- c) Meeting and/or hearing with owners of record and/or occupants of violation activities;
- d) Field inspections to determine progress and/or compliance;
- e) Preparation of governing and/or advisory board/council/commission reporting materials;
- f) Presentations of governing and/or advisory board/council/commission reporting materials;
- g) Assisting owners of record and/or occupants of violation activities and advising said to achieve compliance;
- h) Coordination with Local Government legal counsel, when necessary, to provide supporting materials as may be required for the filing of actions and/or liens; and
- i) Updating and submitting summary reports on periodic activities and accomplishments.

Section B. TERMS AND CONDITIONS

1. **Contractor Personnel:** To ensure performance of Functions defined in "Section A" herein above meet the expectations of Local Government, Contractor shall assign a primary professional, an employee of the Contractor, to Local Government. The primary professional shall be responsible for Contractor employees performing the agreed upon Functions. Contractor personnel performing the Functions shall be either certified or licensed in their respective fields or apprentice under direct supervision of the primary professional. Contractor personnel performing these Functions shall have considerable knowledge in the principles and practices of local government. The primary professional, supporting personnel and subordinate person(s), if applicable, assigned to perform these Functions shall be skilled in the use of work related computer software packages and other technology used to perform position Functions.
2. **E-Verify:** Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, Contractor warrants that any subcontractors used by Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
3. **Certification:** Contractor certifies that, as of the Effective Date of this Agreement, Contractor is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the Iran Divestment Act and N.C.G.S. § 147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
4. **Status of Contractor:** Contractor and Local Government agree that in the performance of these functions, Contractor personnel shall not be deemed to be an employee(s) of Local Government for any purpose whatsoever, nor act under Color of State Law.
5. **Work Products:** All materials produced by Contractor personnel assigned to Local Government shall be the property of Local Government and shall be filed on-site in the offices of Local Government, unless otherwise authorized for purposes and intent of the performance of

N-Focus

Initials: PJR Date: 06.16.16

Archer Lodge – FY 17 Planning & Code Agreement

Initials: AB Date: 16 JUN 16

Functions. Contractor shall be entitled to retain copies, both electronic and paper, of any work products prepared for the benefit of Local Government. Contractor shall not copyright any work products on behalf of Local Government; however, Contractor shall retain the right to utilize work products, such as improved administrative forms, plans, etc., or any portion thereof, for the purpose of performing similar Functions to other jurisdictions.

6. **Progress Reporting:** Contractor shall communicate progress of work performed to Local Government's administrative officer and/or department head periodically or as determined by Local Government.
7. **Period of Service (POS):** Functions defined in "Section A" herein above shall be performed routinely based upon a mutually agreeable schedule during the period July 1, 2016 and ending June 30, 2017. POS as defined herein may be amended through either Termination, as set forth in "Section B.13" herein, or, Extension, as set forth in "Section B.15" herein.
8. **Level of Service (LOS):** Functions to be performed as defined in "Section A" herein above total 1,248 hours of service or 60% Full Time Equivalency (FTE) and shall be delivered at approximately 104 hours per calendar month on average. The LOS may increase by not more than five (5%) percent without affect upon Compensation, as defined in "Sections B.9" herein and/or Payments, as defined in "Section B.10" herein; thereafter, the amount of compensation due shall be adjusted by a pro-rata amount proportional to the basic LOS. LOS will be monitored monthly, with quarterly Invoicing for overages. LOS may be amended by either separate agreement, subsequent addendum hereto, or written/e-mail authorization with Compensation, as defined in "Section B.9" herein, and Payments, as defined in "Section B.10" herein, adjusted accordingly.
9. **Compensation:** The fee for Functions to be performed as defined in "Section A" herein above shall be Eighty Thousand Four Hundred Fifty-Four and 66/100's (\$80,454.66) for the POS, as noted in "Section B.7" herein. The fee is inclusive of all personnel costs including but not limited to salary, benefits, taxes, professional development & certifications, cellular communications and management cost. Printing and reproduction shall be provided by Local Government. Any direct expenses (i.e. printing, postage, etc.) provided by Contractor on behalf of Local Government, shall be reimbursed at actual cost plus five percent (5%). Travel cost to and from Local Government by Contractor personnel is included in the fee above. Travel by Contractor personnel on behalf of Local Government to perform inspections within Local Government, or attend meetings outside Local Government, shall be reimbursed at the current IRS Standard Mileage Rate.
10. **Payments:** Local Government shall provide twenty-six (26) equal bi-weekly payments in the amount of Three Thousand Ninety-Four and 41/100's (\$3,094.41) dollars without invoice. Bi-weekly payments shall be made during the bi-weekly POS with the first payment due and payable within ten (10) days of the beginning of the POS defined in "Section B.7" herein. Monthly invoicing for travel & direct expenses as noted in "Section B.9" herein and quarterly invoicing for LOS overages as noted in "Section B.8" herein shall be due and payable within ten (10 days) of invoice. A late payment penalty equal to 1.5% of the unpaid balance of either bi-weekly payments or monthly invoicing may be assessed.

N-Focus

Initials: PAR Date: 06.16.16

Archer Lodge – FY 17 Planning & Code Agreement

Initials: 1606 Date: 16 JUN 16

11. Access: Local Government shall provide Contractor personnel with legal access to the primary work area during normal operating hours.

12. Liability: Contractor personnel assigned to Local Government will serve as agents of Local Government for the purpose of providing professional Functions and/or administration, and to conduct investigations and research on behalf of Local Government. Contractor personnel assigned to Local Government are acting as contracted agents of Local Government in accordance with NCGS 160A-20.1 and no liability is implied or assumed for actions on behalf of Local Government, its administration, appointed officials and/or elected officials. General liability insurance shall be maintained by Contractor throughout the POS as defined in "Section B.7" herein for the Functions to be performed under this Agreement. Contractor shall provide Local Government with a Certificate of Insurance. This certificate will become a part of this Agreement upon execution of this Agreement. Contractor shall further indemnify and hold Local Government harmless from any/all worker compensation claims by Contractor personnel and any other claims arising out of Contractor personnel's conduct.

13. Termination: Contractor or Local Government may terminate this Agreement for any reason with sixty (60) days written notification. In the event of early termination by Local Government, compensation for all Functions actually provided through the date of termination will be due and payable at the unit costs in effect at the time of termination. Compensation for any part of a billing cycle based upon the days within said cycle shall be prorated through the date of termination. In the event Contractor personnel become employed directly by Local Government either during the POS as defined in "Section B.7" herein or within one-hundred-eighty (180) days of the effective date of contract termination and/or expiration, Contractor shall be entitled to supplemental compensation by Local Government equal to three (3) months of said employee's full time gross salary equivalent in effect at the time of Agreement Termination and or/Expiration; furthermore, the supplemental compensation shall be due and payable within ten (10) calendar days of the date Contractor personnel begins employment with Local Government.

14. Expiration: This Agreement shall expire at 12:00 midnight on June 30, 2017, unless extended, as defined in "Section B.15" herein.

15. Extension: This Agreement may be extended by either separate agreement, subsequent addendum hereto, or written/e-mail authorization. Upon extension of this Agreement, LOS, as defined in "Section B.8" herein, Compensation, as defined in "Section B.9" herein, and Payments, as defined in "Section B.10" herein, are subject to change.

16. Conflicting Terms and Provisions: In the event of conflict among this Agreement and any hereto attached exhibits, this Agreement shall govern.

N-Focus

Initials: PAR Date: 06.16.16

Archer Lodge – FY 17 Planning & Code Agreement

Initials: mas Date: 16 jun 16

17. Dispute Resolution: It is acknowledged this Agreement shall be governed by the laws of the State of North Carolina in the event of dispute. Any dispute, controversy or claim arising out of or relating to this Agreement, in particular its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the courts having exclusive jurisdiction within the county of Local Government.

18. Counterparts: This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

19. Entire Agreement: Local Government and Contractor acknowledge this Agreement and any Attachments hereto constitute the entire agreement between Local Government and Contractor concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between Local Government and Contractor except those expressly set forth in this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by Local Government and Contractor. Unless stated otherwise in this Agreement, this Agreement may not be modified.

20. Representatives: On behalf of Contractor, only the following individuals have authority to modify or alter the terms and conditions of this Agreement:

F. Richard Flowe, President & CEO
Patricia A. Rader, Secretary/Treasurer

21. Notification: All correspondence shall be directed to:

Patti Rader, Manager
N-Focus Planning & Design, Inc.
313 South Main Street, Suite 110
Kannapolis, NC 28081
Tel: 704-933-0772
E-Mail: prader@nfocusplanning.org

N-Focus

Initials: PAR Date: 06.16.16

Archer Lodge – FY 17 Planning & Code Agreement

Initials: PAR Date: 16 JUN 16

Section C. ACCEPTANCE:

Patricia A. Rader

Patricia A. Rader, Manager
N-Focus Planning & Design, Inc.

June 16, 2016

Date

ACCEPTED on behalf of Local Government by:

Michael A. Gordon

Signature

16 JUNE 16

Date

MICHAEL A. GORDON, Mayor

Printed name of authorized person signed above

Seal of Local Government



ATTEST:

Kim Batten

Clerk to the governing board/council of
Local Government

16/16/2016

Date

PRE-AUDIT:

This document has been pre-audited in accordance with applicable North Carolina General Statute.

Kim Batten

Finance Officer

6/16/2016

Date

N-Focus

Initials: PAR Date: 06.16.16

Archer Lodge - FY 17 Planning & Code Agreement

Initials: MS Date: 16 JUN 16

Council Member Wilson made a motion to approve the consent agenda and it was seconded by Council Member Jackson. Motion carried unanimously.

**DISCUSSION AND
POSSIBLE ACTION ITEMS:**

Council Member Vinson opened the discussion establishing a Park Reserve Fund (Fund 31) as presented in the adopted Budget Ordinance for FY2017. He stated that funds in this reserve would be designated for Park use and comprise of 1) Fees in lieu of recreation revenues received thus far and future fees and 2) \$.03 of all Ad Valorem and Motor Vehicle tax revenues received beginning July 1, 2016. Council Member Vinson made the motion to adopt the Ordinance Establishing a Park Reserve Fund for the Town of Archer Lodge. (Ordinance# AL2016-07-1) and Mayor Pro Tem Mulhollem seconded the motion. Motion carried unanimously and Ordinance# AL2016-07-1 appears as follows:

ORDINANCE # AL2016-07-1

**AN ORDINANCE ESTABLISHING A PARK RESERVE FUND FOR
THE TOWN OF ARCHER LODGE**

WHEREAS, the Town of Archer Lodge is a municipality duly organized under the laws of the State of North Carolina; and,

WHEREAS, the Town Council finds a need to establish a separate Park Reserve Fund in which funds shall be accumulated for capital improvements; and,

WHEREAS, the Town Council has determined there is a need to fund the Park Reserve Fund for future capital improvements,

**BE IT THEREFORE ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
ARCHER LODGE AS FOLLOWS:**

- 1) The Town of Archer Lodge hereby establishes a Park Reserve Fund. The monies in the Park Reserve Fund shall be used solely for capital expenditures. For purposes of this Ordinance, "Capital Expenditures" shall mean expenditures which are intended to last more than one year and which will cost more than \$5,000. Capital expenditures may include real property purchases and major improvements intended to last more than one year.
- 2) The Park Reserve Fund shall be funded by property tax revenue received from three cents (\$.03) of the Town of Archer Lodge twenty cents (\$.20) property tax rate established each fiscal year beginning in FY2016-2017.
- 3) Accordingly, the Park Reserve Fund shall also include any funds previously designated for park development as well as Fees in Lieu of Recreation paid through the Town of Archer Lodge fee schedule.
- 4) This Ordinance shall be effective upon its adoption.

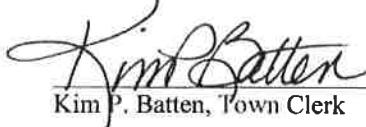
Duly adopted, this the 11th day of July, 2016.

TOWN OF ARCHER LODGE



Michael A. Gordon, Mayor

ATTEST:


Kim P. Batten, Town Clerk



**TOWN ATTORNEY'S
REPORT:**

Attorney Hewett followed up regarding the Drone Ordinance and provided Council with a Liability Release form as requested by Town Council at the last meeting in June when the Ordinance was previously adopted. The release will be an addenda to the Ordinance and relieves

the town of liability. Mayor stated to include the release form in the August agenda for Council consideration.

**ADMINISTRATIVE
CONSULTANT'S
REPORT:**

C. L. Gobble addressed the parking lot expansion project which includes removing and transplanting the crepe myrtles. He anticipates the project to be underway by August council meeting because the contract was for 60 days beginning July 5, 2016. The storage building will follow once parking lot expansion is completed.

**FINANCIAL/TOWN CLERK
REPORT:**

Ms. Batten updated Council with two items that were included in the Budget. First, two training sessions have been completed with the new clerk software, I-Compass, to learn the agenda process and the civic web portal. Lisa Barnes has been involved in learning the software as well and Andy Holland will be involved with implementing the civic web portal through our website. Second, VC3 kickoff meeting is scheduled for Friday, July 15th to discuss the process with changes to our email and offsite storage system. Both Andy Holland and Tracy Pedigo will be attending.

Ms. Batten commented that she will be attending the NC Government Finance Officers Association (NCGFOA) Conference the following week through Wednesday, July 20th and Lisa will be in the office during her absence. Also, the next clerk certification school at the UNC School of Government will be the week before Labor Day weekend and Lisa will be in the office during that time as well. In conclusion, Ms. Batten advised Council that she had met with Dale Place and Raymond Boutwell from the new audit firm, May & Place, PA. The audit is in progress. She referred Council to a preliminary June 30 financial report included in their packets. She noted that some revenues and expenditures will transpire in July for the prior year and once audit is complete, she will generate a final June 30 financial summary report for Council. She concluded that after May & Place reviewed the Budget for FY2017, an Ordinance to establish a Park Reserve Fund was forthcoming.

**PLANNING/ZONING
REPORT:**

Mr. Clark reported that the planning board had approved the preliminary plat for a 12 lot Subdivision called North Lodge and it will be adjacent to the Archer Lodge Middle School campus. Also, at the July planning board meeting there will be continued discussions about a sign ordinance and subdivision regulations. Mr. Clark reminded Council that the developer of Heritage Subdivision must contact NCDOT when the project is 75 percent complete. This notification will begin an approval process for NCDOT street maintenance to start within the subdivision. Mr. Clark mentioned that the board has been discussing items regarding code enforcement, violations and nuisance abatement with town attorney and plans to present to Council within a few months. Lastly, Mr. Clark stated that he'll

be on vacation July 25 through August 2 and will return to the office on Wednesday, August 3. Don Belk will fill in during his absence.

**VETERAN'S COMMITTEE
REPORT:**

Mr. Mike Mulhollem gave an updated report to Council with total brick sales of \$16,035 and biscuit sales/donations of \$12,441. He stated that the Articles of Incorporation have been filed with the Secretary of State, a tax ID number has been obtained and also a separate bank account will be opened soon. He stated that he shared a Veteran's Memorial report during the Patriotic Program at the Family Fun Day on Saturday, July 2 and committee members had a table to receive donations or brick sales. In conclusion, he announced the next biscuit sale will be this Friday, July 15 2016.

**FARMER'S MARKET
REPORT:**

No report.

MAYOR'S REPORT:

Mayor Gordon noted that a copy of the new Town of Archer Lodge generic citation form is included in the agenda packets and appears as follows:

CITATION TOWN OF ARCHER LODGE, N.C.		001
<input type="checkbox"/> INITIAL VIOLATION <input type="checkbox"/> CONTINUED VIOLATION		
NAME _____		
ADDRESS _____		
CITY _____ STATE _____ ZIP CODE _____		
YOU ARE CHARGED WITH A VIOLATION OF THE TOWN OF ARCHER LODGE CODE AS SET FORTH BELOW:		
DATE: _____ TIME: _____		
TOWN CODE SECTION _____		
OFFENSE _____		
LOCATION OF VIOLATION _____		
DATE	AUTHORIZED OFFICIAL	PAY THIS AMOUNT

Under the provisions of Section 91.99 of the Town of Archer Lodge Code, a minimum civil penalty of \$25.00 for first offense, \$75.00 thereafter or higher as indicated, is hereby assessed for this violation. This civil penalty is payable between the hours of 8:30 a.m. and 5:00 p.m., Monday thru Friday at the Archer Lodge Town Hall, 14094 Buffalo Rd., Clayton, NC 27527. Failure to make payment in full within forty-eight (48) hours for violations shall cause additional penalties to be assessed. Failure to correct violations and pay civil penalties will result in daily assessment and possible court action. The violator may be subject to other fines or penalties pursuant to Sec. 91.98 of the Town Code. The higher fine or penalty shall apply.

**COUNCIL MEMBERS'
REMARKS:**

Council Member Wilson reminded everyone of the biscuit sale on Friday.

Council Member Castleberry said the ALCC Fourth of July Family Fun Day was successful and well attended.

Mayor Pro Tem Mulhollem gave praise for Council Member Jackson's son who recently underwent surgery and is improving.

Council Member Vinson said it was a great day at the ALCC Family Fun Day and the fireworks were great. He also noted that survey work Buffalo Road and Covered Bridge is underway and Mr. Clark added that he had spoken with Jerry Page, Project Manager, and estimated construction date to begin summer 2018. Mayor Gordon asked Mr. Clark for an update on Southeast Area Study (SEAS) and he noted there will be an update following the upcoming meeting this week.

ADJOURNMENT: With no further business, a motion was made to adjourn by Council Member Vinson and was seconded by Mayor Pro Tem Mulhollem. Motion carried unanimously.

The meeting adjourned at 7:05 p.m.

MICHAEL A. GORDON
MAYOR

KIM P. BATTEN
FINANCE MANAGER/TOWN CLERK

BA 2017 01

Town of Archer Lodge
Budget Amendment
Fiscal Year Ending

June 30, 2017

Budget Amendment
Date

BA 2017 01
08-Aug-16

General Fund/Park Reserve Fund

Account	Account Number	Budget	Amendment	Amended Budget
Revenues:				
Fund Balance Appropriated	10-3990-0000	105,016.00	55,800.00	160,816.00
Transfer from General Fund	31-3900-3910	-	55,800.00	55,800.00
Total Increase (Decrease) in Revenues				
			<u>111,600.00</u>	
Expenditures:				
Transfer to Park Reserve Fund 31	10-9931-1000	102,065.00	55,800.00	157,865.00
Recreation Development	31-6120-5500	-	55,800.00	55,800.00
Total Increase (Decrease) in Expenditures				
			<u>\$ 111,600.00</u>	
			<u>\$ -</u>	

Justification for Budget Amendment:

To appropriate or reappropriate unanticipated revenues and expenditures

Adopted this 8th day of August 2016

ATTEST:

Michael A. Gordon, Mayor

Kim P. Batten, Town Clerk

R. Carlton Vinson, Budget Officer

NORTH CAROLINA
JOHNSTON COUNTY



RELEASE, INDEMNIFICATION & ASSUMPTION OF RISK

In consideration for being allowed to participate in the below described activity, I, the undersigned, do hereby release, indemnify and hold harmless THE TOWN OF ARCHER LODGE, and its employees, officers, volunteers and agents, (hereinafter "Town") from any and all claims for personal injury, death, property damage, liabilities and costs, including attorney's fees, or any other claims or demands, whether past, present or future, in connection with the operation of a model aircraft and/or unmanned aircraft.

I understand that there are risks associated with this activity, such as physical injury, disfigurement, temporary or permanent disability, death or economic loss, and damage to property, that these injuries or outcomes may arise from my own or other's actions, inactions, or negligence, or the condition of the activity location(s) or facility(ies). Nonetheless, I hereby assume any and all risks and responsibilities for hazards associated with the operation of a model aircraft and/or unmanned aircraft.

I hereby acknowledge and agree that I am familiar with and will comply with all State laws and Federal Aviation Administration (FAA) rules and regulations, to and including, but not limited to, having any required registration, license, or certificate to operate a model aircraft and/or unmanned aircraft.

I have read this document, I am signing it freely, and I understand the legal consequences of signing this document, including (a) releasing and indemnifying the Town from all liability, (b) waiving my right to sue the Town, and (c) assuming all risks of participating in this activity.

Signature

Date

Print Name

Address

Phone

Email

MODEL AIRCRAFT AND/OR UNMANNED AIRCRAFT INFORMATION:

Make/Model

FAA Registration Number

Manufacturer Serial Number

NORTH CAROLINA

JOHNSTON COUNTY

RECREATIONAL SERVICE AGREEMENT

THIS RECREATIONAL SERVICE AGREEMENT (“Agreement”) is entered into as of the 8th day of August 2016 between the TOWN OF ARCHER LODGE, a municipal corporation (“Town”), of Johnston County, North Carolina and ARCHER LODGE COMMUNITY CENTER, INC. (the “Community Center”) of Johnston County, North Carolina.

STATEMENT OF PURPOSE:

- A. WHEREAS, the Town has a need to provide recreational services to the citizens of Archer Lodge; and
- B. WHEREAS the Community Center has the ability and the means to assist with recreational services to the citizens of Archer Lodge;

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

1. Services to be Provided and Responsibilities. During the term of this Agreement, the Community Center shall provide recreation services to citizens of the Town, including, but not limited to: youth soccer, t-ball, youth baseball, youth girls’ softball, walking trail, picnic shelter, amphitheater and an open playground.
2. Term. Unless otherwise terminated, this Agreement shall be for one (1) year following the date of execution of this Agreement and renewed automatically without action for an additional one (1) year term. Notwithstanding the foregoing, this Agreement may be terminated for any reason by either party upon 60 days notice and upon such termination this Agreement shall become null and void.
3. Payment. The Town will periodically budget public funds for recreational purposes and make payment to the Community Center for operation of the recreational services provided. The Community Center shall provide annual accountings for all funds received by the Town and be subject to review by the Town auditor, which includes the right to inspect and review any financial records kept and maintained by the Community Center.
4. Entire Agreement. This Agreement expresses, embodies and supersedes all previous understandings, agreements, and commitments, whether written or oral, between the parties with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the parties. This agreement is not part of any separate field lease agreement between the parties.

5. Insurance. Both the Town and the Community Center shall confer with their liability insurance carriers to confirm that adequate insurance exists to cover any and all claims arising out of the administration and operation of recreation services during the term of this Agreement.
6. Indemnity. During the term of this Agreement, the Community Center shall indemnify and hold the Town harmless from all known and unknown claims, demands, assessments, remedial or corrective actions, general actions, causes of action, rights, damages, costs, expenses, and compensation whatsoever, whether arising under common law or statute, whether state or federal, which now has, or which were or could have been disclosed or made as a result of this Agreement. Lessee agrees that Lessor shall not be liable for injury to property of Lessee, Lessee's employees, invitees, players, or any other person in or about the premises; nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, invitees, customers, agents or contractors.
7. Governing Law. The laws of the State of North Carolina shall govern this Agreement.
8. Modification. The provisions of this Agreement may not be amended, deleted, or modified in whole or in part without the express written consent of all parties to this Agreement, which will be executed with the same formality as this Agreement.

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

TOWN OF ARCHER LODGE:

By: _____ (SEAL)
Michael A. Gordon, Mayor

ARCHER LODGE COMMUNITY CENTER, INC.:

By: _____ (SEAL)
Dene Castleberry, President

NORTH CAROLINA

JOHNSTON COUNTY

LEASE AGREEMENT

This LEASE AGREEMENT, made this 8th day of August 2016, between THE TOWN OF ARCHER LODGE, a municipal corporation (hereinafter "Lessor") and ARCHER LODGE COMMUNITY CENTER, INC. (hereinafter "Lessee"). This Lease is separate and apart from any recreational service agreement between the parties. This Lease was approved by the Archer Lodge Town Council during the August 8th, 2016 Town Council Meeting.

WITNESSETH:

That for and in consideration of the rent reserved and the mutual covenants and agreements herein contained, Lessor does hereby let and demise unto Lessee, upon the terms and conditions hereinafter set forth as follows:

1. **Property.** The property, which is the subject of this lease agreement consists of a portion of the lot identified as Parcel ID 16J03012J being known generally as a designated field area between the Town Hall and Veterans Memorial. Lessor and Lessee shall confirm the total boundary of the field prior to the commencement of the Lease.
2. **Term.** This lease shall begin on August 8, 2016, and enter and continue for one (1) year following the date of execution of this Lease and renewed automatically without action for an additional one (1) year term. Notwithstanding the foregoing, this Lease may be terminated for any reason by either party upon 60 days notice and upon such termination this Lease shall become null and void. .
3. **Rent.** The rental to be paid by the Lessee for said premises during the term of this lease shall be ONE DOLLAR (**\$1.00**), payable upon execution of this Lease.
4. **Alterations.** Lessee shall not make any alterations or improvements to the field without the prior written approval of Lessor.
5. **Right of Entry.** The Lessor or their agents shall have the right to enter the demised premises during regular business hours to examine and inspect the same, and to make such alterations, improvements or additions as the Lessor may deem necessary.
6. **Sub-letting.** This agreement shall not be assigned nor shall the premises be sub-let without the prior written consent of Lessor. Assignments or sub-letting without such prior written consent is a breach of this agreement.
7. **Maintenance and Repairs.** During the term of this lease, Lessee shall keep and maintain and shall specifically be responsible for the general and routine repairs and maintenance of the leased premises.

8. Default. Failure to abide by the terms and provisions of this Lease shall be declared as a default, provided Lessee is given 10 day notice to cure any default. If the default is not cured within 10 days, Lessee will be given a 10 day notice to vacate.
9. No Joint Venture. The relationship of the parties is that of Lessor and Lessee only, and nothing in this lease agreement shall be construed as creating a partnership, joint venture, principal, agent or any other relationship. Except as expressly provided herein, neither party shall have the right or power to create any expense or liability chargeable to the other party.
10. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
11. Indemnification. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.
12. Insurance. Lessee agrees to carry, at its own expense, public liability insurance coverage on the premises with a company qualified to transact business in North Carolina, upon terms and amounts agreeable to Lessor. Prior to any field activity, Lessor and Lessee shall confirm the scope of insurance coverage with Lessee insurance carrier and if necessary name Lessor as an additional insured on such coverage.
13. Exemption from Liability. Lessee agrees that Lessor shall not be liable for injury to property of Lessee, Lessee's employees, invitees, players, or any other person in or about the premises; nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, invitees, customers, agents or contractors.
14. Governing Law. The laws of the State of North Carolina shall govern this Lease Agreement.
15. Miscellaneous. This agreement contains all of the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Lessor and Lessee and their respective successors and assigns, except as may be otherwise expressly provided in this Lease.

ARCHER LODGE COMMUNITY CENTER, INC. – LESSEE

(Seal)

By: Dene Castleberry, President

THE TOWN OF ARCHER LODGE, A MUNICIPAL CORPORATION, - LESSOR
BY:

(Seal)

Mayor Michael A. Gordon

Municipal and County Administration

Upcoming Course Offerings

MCA 2016-17 Dates

Location

UNC School of Government
400 South Rd. Knapp Sanders Bldg.
Chapel Hill, NC 27514

Dates

September 13 - 16, 2016,
October 11 - 14, 2016,
November 15 - 18, 2016,
January 10 - 13, 2017,
February 14 - 17, 2017,
March 14 - 17, 2017,
April 25 - 28, 2017

This class includes 7 sessions- You are expected to attend each session. If you have to miss some sessions, contact us. We will review this on a case by case basis.

- Application period closes at 5pm July 15, 2016.
- You will be notified of your program acceptance status on August 1, 2016 via email. (there is no need to inquire about your application status prior to this date)

The application period has now ended.

Price

\$2,950.00

[View Hotel Information](#)

[View Additional Details](#)

[View Cancellation Policy](#)



This course is designed for city and county managers, department heads, and other city or county officials whose responsibilities require an understanding of functions beyond individual areas of specialization. This program will give you the chance to:

- Understand the legal framework and administrative requirements of North Carolina city and county government.
- Learn about how specific city and county services are organized and provided.
- Appreciate the interrelation among different activities or departments and how specific laws, programs, and functions contribute to the achievement of the overall mission of a local government.
- Become part of a broader network of local government peers on whom participants will be able to draw for assistance in the future.

The course fee does not include hotel, breakfast and dinner and some lunches.

The application period has now ended. We are no longer accepting applications for the 2016-17 program.

Notification of acceptance into the program will be send on August 1, 2016.

The course is offered in seven sessions of four days each between September and April. Each session will begin at mid-day Tuesday and will end Friday afternoon. This schedule is designed to allow for same-day travel on the first day of each session, reducing hotel costs.

Recurring:

This course is offered periodically.

CLE Value:

General 4 hrs



Gregory S. Allison

Senior Lecturer in Public Finance and Government; Secretary, School of Government Foundation Board of Directors

allison@sog.unc.edu

For questions regarding course details, please contact the program manager.



Susan Hutchinson

919.966.4171

Program Manager

smhutch@sog.unc.edu

Kim P. Batten

From: Hutchinson, Susan McNeill <smhutch@sog.unc.edu>
Sent: Monday, August 01, 2016 4:20 PM
To: Hutchinson, Susan McNeill
Subject: MCA 2016-17 Status

Congratulations!

We are pleased to inform you that you are invited to enroll in the 2016-17 Municipal and County Administration class.

As you know, we get many more applications than we have seats. To secure your seat in class, you must respond to this email ASAP and let me know whether or not you will be enrolling.

Once you respond, you will receive instructions on next steps.

Thank you and thanks to everyone for your patience!

Susan

Susan Hutchinson, CGMP, CMP

Program Manager

School of Government-UNC Chapel Hill

CB 3330, Knapp-Sanders Building |

Chapel Hill, NC 27599-3330

T: 919.966.4171 F: 919.962.0654

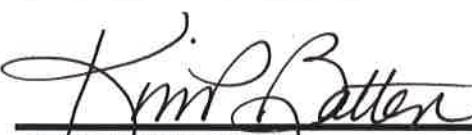
www.sog.unc.edu



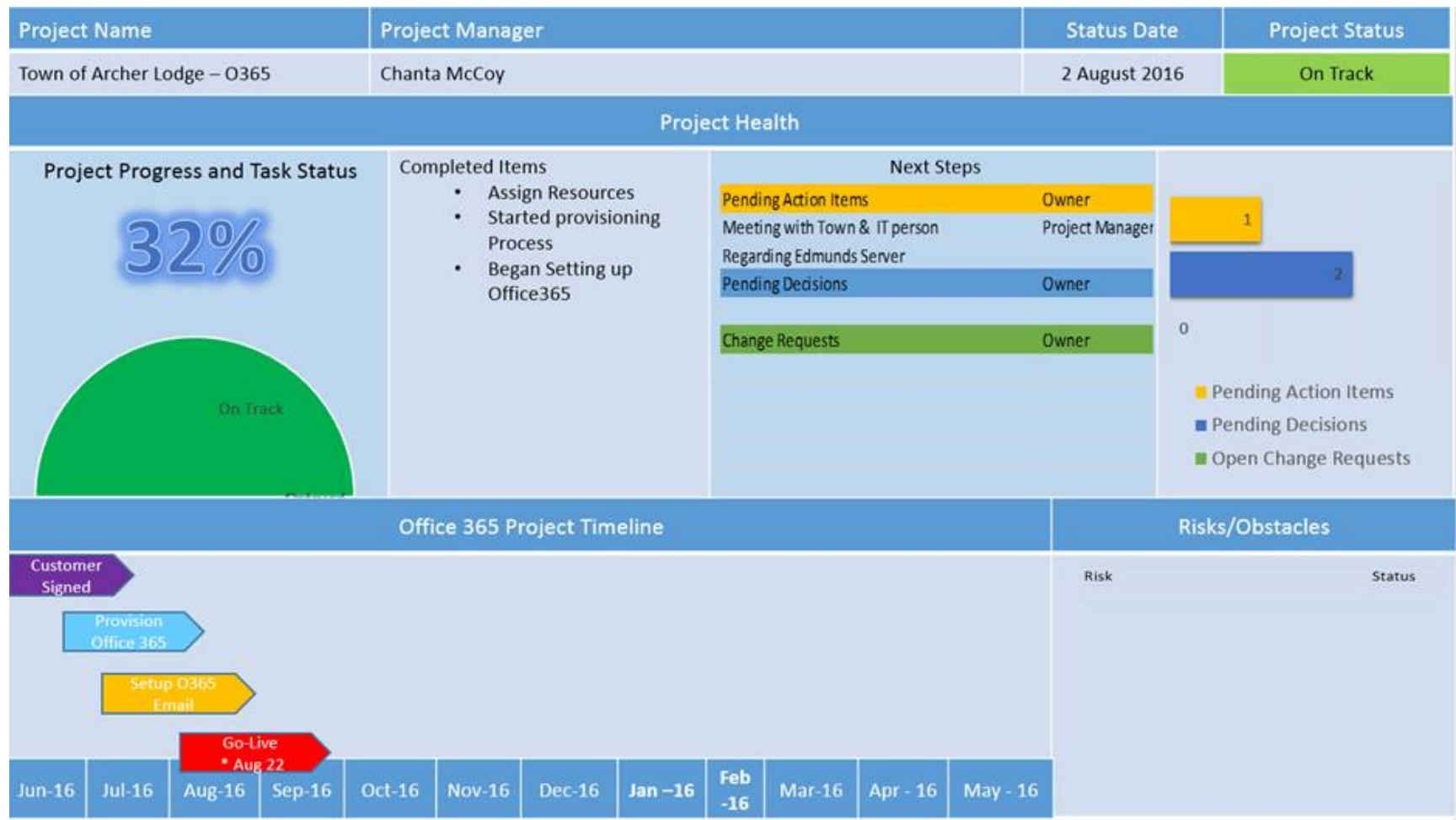


**TOWN OF ARCHER LODGE
FINANCIAL SUMMARY REPORT
FOR MONTH ENDING
JULY 31, 2016**

GENERAL FUND				
REVENUES	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
AD-VALOREM TAXES	537,224.00	0.00	0.00	0.00%
SALES TAXES	106,010.00	0.00	0.00	0.00%
FRANCHISE TAXES	148,500.00	0.00	0.00	0.00%
BEER & WINE TAXES/JO CO ABC DIST	41,000.00	0.00	0.00	0.00%
PERMITS AND FEES	5,850.00	715.00	715.00	12.22%
FEES IN LIEU OF RECREATION	25,000.00	0.00	0.00	0.00%
PEG CHANNEL SUPPORT	55,600.00	0.00	0.00	0.00%
MISCELLANEOUS REVENUES	7,825.00	1,868.74	1,868.74	23.88%
INVESTMENT EARNINGS	3,600.00	317.54	317.54	8.82%
FUND BALANCE APPROPRIATION	105,016.00	0.00	0.00	0.00%
	1,035,625.00	2,901.28	2,901.28	0.28%
EXPENDITURES	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	37,355.00	7,555.00	7,555.00	20.22%
ADMINISTRATION	200,227.00	16,735.22	16,735.22	8.36%
JO CO TAX COLLECTION FEES	13,900.00	0.00	0.00	0.00%
LEGAL	19,500.00	0.00	0.00	0.00%
PROPERTY TAXES	130.00	0.00	0.00	0.00%
PUBLIC BUILDINGS	69,996.00	31,367.57	31,367.57	44.81%
PEG MEDIA PARTNERS	55,600.00	0.00	0.00	0.00%
PUBLIC SAFETY	238,000.00	0.00	0.00	0.00%
TRANSPORTATION-PUBLIC WORKS	46,884.00	478.80	478.80	1.02%
PLANNING & ZONING	92,130.00	6,188.82	6,188.82	6.72%
CULTURAL & RECREATION	64,000.00	13,750.00	13,750.00	21.48%
DEBT SERVICES	45,838.00	0.00	0.00	0.00%
TRANSFER TO CAP RESERVE	50,000.00	0.00	0.00	0.00%
TRANSFER TO PARK RESERVE	102,065.00	0.00	0.00	0.00%
	1,035,625.00	76,075.41	76,075.41	7.35%
Y-T-D GENERAL FUND INCREASE (DECREASE)		(73,174.13)	(73,174.13)	


Kim Batten
 FINANCE MANAGER

VC3 Update



As of Aug 2, 2016 provided by Chanta McCoy of VC3