



Town of Archer Lodge

AGENDA

Regular Council Meeting & Public Hearing for Proposed Ordinance on Abandoned, Junked & Nuisance Vehicles Monday, July 10, 2017 @ 6:30 PM Jeffrey D. Barnes 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 - 18

- 4.a. Approval of Minutes:
 - 06 Feb 2017 - Regular Council Minutes
 - 20 Feb 2017 - Work Session Minutes
 - [Regular Council - 06 Feb 2017 - DRAFT](#)
 - [Work Session - 20 Feb 2017 - DRAFT](#)

5. PUBLIC HEARING FOR PROPOSED ORDINANCE ON ABANDONED, JUNKED & NUISANCE VEHICLES

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

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

19 - 26

- 6.a. Discussion and Consideration of Proposed Ordinance on Abandoned, Junked, and Nuisance Vehicles

[Proposed Ordinance on Abandoned, Junked, and Nuisance Vehicles - DRAFT rev 7.10.17](#)

- 27 - 34 6.b. Discussion and Consideration of Service Agreement between the Town of Archer Lodge and N-Focus for FY2018.
[N-Focus Service Agreement FY18](#)
- 35 6.c. Discussion and Consideration of Accepting the Resignation of Joel Pace from the Town of Archer Lodge Planning Board/Board of Adjustments
[J Pace Resignation Letter 6.27.17](#)

7. TOWN ATTORNEY'S REPORT:

8. ADMINISTRATIVE CONSULTANT'S REPORT:

9. FINANCIAL/TOWN CLERK'S REPORT:

- 36 - 38 9.a. June 2017 Financials
[JUNE 2017 & FYTD](#)

10. PLANNING/ZONING REPORT:

11. VETERAN'S COMMITTEE REPORT:

12. MAYOR'S REPORT:

- 39 - 41 12.a. Report on US 70 Corridor Commission (flooding impacts within the lower Neuse River basin)
[Resolution Adopted by the US 70 Corridor Commission of NC regarding Efforts to Avoid Flooding Impacts within the Lower Neuse Basin](#)
- 12.b. ALCC Family Fun Day Recap

13. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

14. CLOSED SESSION - PERSONNEL

NCGS 143-318.11 (a)(6)

15. ADJOURNMENT:



**Regular Council – Minutes
Public Hearing on Proposed Zoning &
Subdivision Ordinance Text Amendments
Monday, February 6, 2017**

COUNCIL PRESENT:

Mayor Gordon
Mayor Pro Tem Mulhollem
Council Member Bruton
Council Member Castleberry
Council Member Jackson
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
Don Belk, Senior Planner

COUNCIL ABSENT:

MEDIA PRESENT:

SPECIAL GUESTS:

R. Carlton Vinson

1. WELCOME/CALL TO ORDER:

a) Call to Order & Invocation

Mayor Gordon called the meeting to order at 6:31 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Clayton, NC and declared a quorum was present. Mayor Pro Tem Mulhollem offered the invocation.

b) Pledge of Allegiance

Mayor Gordon 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: Council Member Jackson

Agenda Approved

CARRIED UNANIMOUSLY

3. OPEN FORUM/PUBLIC COMMENTS:

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

- a) Mr. Neal Brantley of 4796 Covered Bridge Rd, Clayton, NC addressed council with a segment on "Dancing with the Devil."

4. DISCUSSION AND POSSIBLE ACTION ITEMS:

**a) Finance Manager/Town Clerk Performance Evaluation &
Budgeted Merit Increase**

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

Approved the budgeted 3% merit increase rounded to the nearest whole dollar of the Finance Manager/Town Clerk's current annual salary retro-active to the first pay in 2017 and following.

CARRIED UNANIMOUSLY

b) Consideration of Adopting a Resolution of Appreciation & Honoring the Service of R. Carlton Vinson, former member of Archer Lodge Town Council, by Resolution# AL2017-02-06

Mayor Gordon read aloud Resolution# AL2017-02-06 and appears as follows:

RESOLUTION# AL2017-02-06

RESOLUTION OF APPRECIATION AND
HONORING THE SERVICE OF
CARLTON VINSON

WHEREAS, Carlton Vinson was appointed to the first Archer Lodge Town Council on December 4, 2009 and thereafter served and was re-elected to the Town Council until October 17, 2016; and

WHEREAS, during his tenure with Archer Lodge, Mr. Vinson served as Mayor Pro Tempore, as Council Member and as Budget Officer; and

WHEREAS, Mr. Vinson was instrumental as the Chairman of the Archer Lodge Municipal Exploratory Committee that worked tirelessly with citizens and legislators to get the Town of Archer Lodge incorporated; and

WHEREAS, while serving on the Archer Lodge Town Council, Mr. Vinson used his professional skills to help design and create the logo and the official seal for the Town of Archer Lodge; and

WHEREAS, during his service to the Town of Archer Lodge, Mr. Vinson served with dedication, distinction and honor which has been recognized by the citizens of Archer Lodge; and

WHEREAS, the Town Council will miss Mr. Vinson’s experience and commitment to keeping the annual budget in check and his attention to financial details.

NOW, THEREFORE, BE IT RESOLVED by the Archer Lodge Town Council during regular session, that Carlton Vinson be recognized for his dedication, leadership and outstanding service to the Town of Archer Lodge and this Resolution of Appreciation is presented by the Mayor of Archer Lodge and the Town Council.

DULY ADOPTED BY UNANIMOUS VOTE THIS 6th DAY OF FEBRUARY 2017.


Michael A. Gordon
Mayor

ATTEST:

Kim P. Batten
Town Clerk



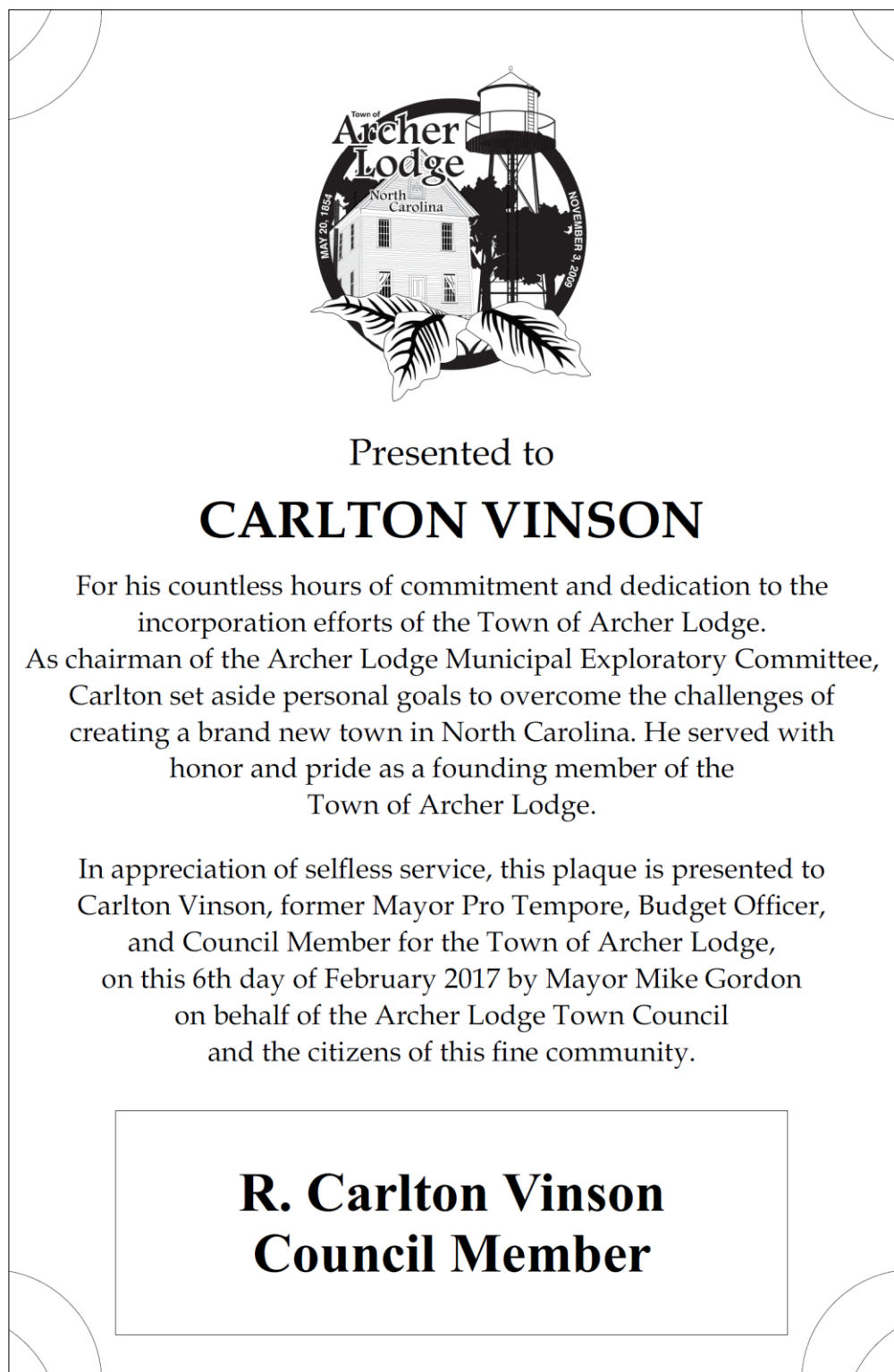
Moved by: Council Member Bruton
Seconded by: Mayor Pro Tem Mulhollem

Adopted Resolution# AL2017-02-06

CARRIED UNANIMOUSLY

5. RECOGNITION/PRESENTATION:**a) Recognize former member of Archer Lodge Town Council,
Mr. Carlton Vinson & Presentation**

Mayor Gordon presented a plaque to Mr. Carlton Vinson and plaque presented is as follows:



6. TOWN ATTORNEY'S REPORT:

- a) No report from Attorney Hewett.
-

7. ADMINISTRATIVE CONSULTANT'S REPORT:

- a) **AL Planning Session for FY2018
Saturday, February 25, 2017 @ 8:30 a.m.
Lowell Mill Restaurant, Kenly, NC**

Mr. Gobble reminded Council to bring ideas for now and 10-20 years from now to the Planning Session.

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

a) **Statement of Revenues & Expenditures Ending 1/31/2017**

Ms. Batten shared with council the 2017 Budget vs. Actual revenues and expenditures statement for the General Fund and bar graphs. She stated that the fiscal year is 58% complete and 85% of the Ad Valorem Tax revenues have been received. She offered further details regarding revenues and expenditures. No questions followed.

b) **Municipal Administration Course (MAC) - UNC SOG
Tuesday, Feb 14, 2017 - Friday, Feb 17, 2017**

Ms. Batten reminded council about her class the following week and the course will end in April with graduation.

c) **Key Fob Reminder**

Ms. Batten reminded council about ordering new key fobs to replace broken fobs.

9. **PLANNING/ZONING REPORT:**

a) **Public Hearing on Adopting Proposed Zoning and
Subdivision Ordinance Text Amendments ~ Don Belk**

Mayor Gordon opened the public hearing at 6:54 p.m. There were no public comments. The public hearing closed at 6:54 p.m.

Mr. Belk summarized the Proposed Text Amendment changes with Council and appears as follows:

SUMMARY TABLE OF AMENDMENTS		
TOPIC	ACTION	COMMENTS
PAVEMENT DEPTH	Revise Section 18-226 A(b)(i)	Requires minimum of 2 inches Asphalt Concrete Surface Course on all new subdivision roads.
ACCESS REQUIREMENTS	Revise sub-Section A(e) (i) through (iv); add new sub-Sections A(e)(v) and (vi)	Specifies when additional full service access points are required.
SIDEWALKS (When Required)	Revise sub-Section A(g) (ii) and (iii)	Requires maximum 15' public access easement; requires sidewalks at the discretion of the Planning Board in certain situations.
CUL-DE-SACS	Add new sub-Section A(c)	Sets maximum length of cul-de-sac streets for subdivisions with lot sizes >20,000 SF at 1,000 ft; with lot sizes <20,000 SF at 700 ft.
BLOCK LENGTH	Add new Section 18-224 B	Blocks shall not exceed 1,500 ft in length; requires pedestrian connections in blocks and cul-de-sacs in certain cases.
FIRE DEFENSE	Revise Section 18-229 B and add new sub-Section B	Sets maximum distance between fire hydrants at 500' unless otherwise approved by Johnston County Fire Marshal.
STREETS (Defined)	Consider revising Archer Lodge street definitions (Section 14.6) to more precise definitions, such as: Major/Minor Thoroughfare Commercial Street Collector Street Residential Collector Street Residential Street, Cul-de-Sac Alley Frontage Road Currently, Archer Lodge Streets are defined as Arterial, Collector, Local, Private, Public.	(See Town of Clayton, Article 6, p. 5 of 19, § 155-602D – Street Types)

Questions and discussion followed. Mayor Gordon postponed discussion to the work session and wanted item on the March Regular Council Meeting Agenda for consideration of adopting these text amendments.

10. VETERAN'S COMMITTEE REPORT:

- a) No report from the Committee.
-

11. MAYOR'S REPORT:

a) TJCOG Alternate Selection

Mayor Gordon asked for a volunteer from Governing Board. Council Member Wilson offered information about the TJCOG. Council Member Jackson volunteered as an Alternate.

Moved by: Mayor Pro Tem Mulhollem

Seconded by: Council Member Castleberry

Appointed Council Member Mark Jackson as the Alternate Delegate for TJCOG

CARRIED UNANIMOUSLY

b) AL Fire Department Banquet, Saturday, February 18, 2017

Mayor reminded Council of this event and advise Town Clerk of attendance.

**c) NCLM Town Hall Day, Wednesday, March 29, 2017
(day event in Raleigh)
Clayton Town Hall Day, Wednesday, March 29, 2017
(evening event in Clayton)**

Mayor reminded Council of the upcoming Town Hall Day and notify Town Clerk of attendance.

d) Cameras/Security System Update

Mayor Gordon mentioned that town hall cameras, DVR and the security system have been updated and includes two new outdoor cameras that covers the parking lot and storage building. Also, he noted that the storage building was added to the security system. New entry key fobs are available so please contact Town Clerk if one is needed.

e) Surplus Small Equipment Update

Mayor Gordon updated council that a small electronic device was sold this week by the mayor and finance manager.

f) UNC-School of Government Webinars

Mayor Gordon added that Town Clerk sent an email to council regarding webinars available to elected officials on the UNC School of Government website that would be beneficial to council. Mayor encouraged council to review and participate when possible.

12. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

- a) Council Member Wilson provided TJCOG's latest audit and handbook on their services and will be available in the Town Clerk's office. He further mentioned to remember Mr. J.M. Green, Sandra Freeman's father, in thoughts and prayers.
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- b) Council Member Castleberry stated that the Johnston County Economic Development Board had their first retreat and working with developers to build standard size commercial buildings because Johnston County is missing out on new businesses due to lack of vacant commercial buildings. He noted that the board meets six times a year and in the future, would like for their meeting to be in Archer Lodge.
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- c) Council Member Jackson asked people to be mindful of trash that is blown out of vehicles on their way to trash site because it pollutes our ditches and rivers. Mayor Gordon thanked Council Member Jackson for his involvement with Adopt a Highway Program and the River Cleanup as well.
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- d) Mayor Pro Tem Mulhollem agreed with Council Member Jackson on the amount of trash that is in our roadways and asked people to be mindful. He also thanked former Council Member Vinson for all his efforts and sacrifices that were incurred during the incorporation process and he truly believed that we could not have incorporated without his dedication and hard work. Mayor Pro Tem appreciated the example Mr. Vinson set for this council and for future councils and was proud to be one of his colleagues and friend.
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- e) Council Member Bruton stated that she was excited to serve on the Archer Lodge Town Council and had some big shoes to fill following in Mr. Vinson steps. She also thanked the Town Clerk for the assistance she had provided.
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- f) Mayor Gordon concluded that the Shred-It-Event was successful with one truck and better advertisement for future events. The Community Center sold Brunswick Stew and the Girl Scouts had a good day by selling cookies.
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13. ADJOURNMENT:

a) No Further Business

Moved by: Council Member Wilson

Seconded by: Mayor Pro Tem Mulhollem

Meeting Adjourned at 7:55 p.m.

CARRIED UNANIMOUSLY

Michael A. Gordon, Mayor

Kim P. Batten, Town Clerk



Work Session - Minutes Monday, February 20, 2017

COUNCIL PRESENT:

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

STAFF PRESENT:

C.L. Gobble, Administrative Consultant
Chip Hewett, Town Attorney
Kim P. Batten, Finance Manager/Town Clerk
Don Belk, Senior Planner

1 WELCOME/CALL TO ORDER:

- a) **Mayor Gordon called the meeting to order at 6:31 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Clayton, NC and declared a quorum was present.**
-

2 ORDER OF BUSINESS:

- a) **Both, Mr. Joel Pace and Mr. Jim Purvis, III, are current Planning Board Members and Board of Adjustment Members and will be sworn in by Mayor Gordon**

Mr. Joel Pace and Mr. Jim Purvis, III were sworn in as Town of Archer Lodge Planning Board Members and Town of Archer Lodge Board of Adjustment Members by Mayor Gordon. The term for Mr. Pace will expire December 31, 2018 and the term for Mr. Purvis, III will expire December 31, 2019.

Mr. Pace's Oath is as follows:

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

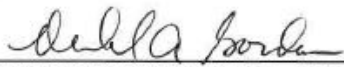
OATH OF PLANNING BOARD MEMBER AND
OATH OF BOARD OF ADJUSTMENT MEMBER
TOWN OF ARCHER LODGE

I, **JOEL M. PACE**, do solemnly swear that I will support and maintain the Constitution and laws of the United States of America; 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, **JOEL M. PACE**, do swear that I will not be influenced in any manner on account of personal bias or prejudice; and that I will faithfully and impartially execute the duties of my office as a Planning Board Member and a Board of Adjustment Member according to the best of my skill, ability, and judgment; so help me God.


JOEL M. PACE

Sworn to and subscribed before me
this 20th day of February, 2017.


HONORABLE MICHAEL A. GORDON
MAYOR
TOWN OF ARCHER LODGE



Mr. Purvis, III's Oath is as follows:

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

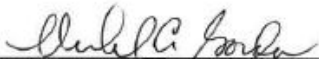
OATH OF PLANNING BOARD MEMBER AND
OATH OF BOARD OF ADJUSTMENT MEMBER
TOWN OF ARCHER LODGE

I, **JAMES L. PURVIS, III**, do solemnly swear that I will support and maintain the Constitution and laws of the United States of America; 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, **JAMES L. PURVIS, III**, do swear that I will not be influenced in any manner on account of personal bias or prejudice; and that I will faithfully and impartially execute the duties of my office as a Planning Board Member and a Board of Adjustment Member according to the best of my skill, ability, and judgment; so help me God.


JAMES L. PURVIS, III

Sworn to and subscribed before me
this 20th day of February, 2017.


HONORABLE MICHAEL A. GORDON
MAYOR
TOWN OF ARCHER LODGE



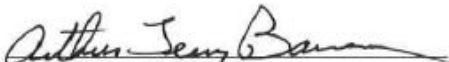
Other members of the Town of Archer Lodge Planning Board and the Town of Archer Lodge Board of Adjustment were sworn in by Mayor Gordon at the Town of Archer Lodge Planning Board Meeting held on Wednesday, December 21, 2016. Those sworn in were Terry Barnes, Teresa Bruton, Bob Davis, W.R. Dean, Jr, and Teresa Romano. Their oaths were as follows:

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

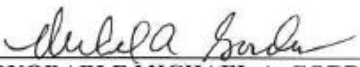
**OATH OF PLANNING BOARD MEMBER AND
OATH OF BOARD OF ADJUSTMENT MEMBER
TOWN OF ARCHER LODGE**

I, **ARTHUR T. BARNES**, do solemnly swear that I will support and maintain the Constitution and laws of the United States of America; 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, **ARTHUR T. BARNES**, do swear that I will not be influenced in any manner on account of personal bias or prejudice; and that I will faithfully and impartially execute the duties of my office as a Planning Board Member and a Board of Adjustment Member according to the best of my skill, ability, and judgment; so help me God.


ARTHUR T. BARNES

Sworn to and subscribed before me
this 21st day of December, 2016.


**HONORABLE MICHAEL A. GORDON
MAYOR
TOWN OF ARCHER LODGE**



STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

OATH OF PLANNING BOARD MEMBER AND
OATH OF BOARD OF ADJUSTMENT MEMBER
TOWN OF ARCHER LODGE

I, **TERESA M. BRUTON**, do solemnly swear that I will support and maintain the Constitution and laws of the United States of America; 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, **TERESA M. BRUTON**, do swear that I will not be influenced in any manner on account of personal bias or prejudice; and that I will faithfully and impartially execute the duties of my office as a Planning Board Member and a Board of Adjustment Member according to the best of my skill, ability, and judgment; so help me God.


TERESA M. BRUTON

Sworn to and subscribed before me
this 21st day of December, 2016.


HONORABLE MICHAEL A. GORDON
MAYOR
TOWN OF ARCHER LODGE



**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

**OATH OF PLANNING BOARD MEMBER AND
OATH OF BOARD OF ADJUSTMENT MEMBER
*TOWN OF ARCHER LODGE***

I, **ROBERT L. DAVIS**, do solemnly swear that I will support and maintain the Constitution and laws of the United States of America; 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, **ROBERT L. DAVIS**, do swear that I will not be influenced in any manner on account of personal bias or prejudice; and that I will faithfully and impartially execute the duties of my office as a Planning Board Member and a Board of Adjustment Member according to the best of my skill, ability, and judgment; so help me God.


ROBERT L. DAVIS

Sworn to and subscribed before me
this 21st day of December, 2016.


**HONORABLE MICHAEL A. GORDON
MAYOR
TOWN OF ARCHER LODGE**



STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

**OATH OF PLANNING BOARD MEMBER AND
OATH OF BOARD OF ADJUSTMENT MEMBER
TOWN OF ARCHER LODGE**

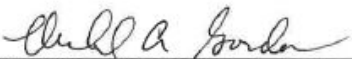
I, **WILLARD R. DEAN, JR.**, do solemnly swear that I will support and maintain the Constitution and laws of the United States of America; that I will be faithful and bear true allegiance to the State of North Carolina and to the Constitutional powers and authorities which are or may be established for 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, **WILLARD R. DEAN, JR.**, do swear that I will not be influenced in any manner on account of personal bias or prejudice; and that I will faithfully and impartially execute the duties of my office as a Planning Board Member and a Board of Adjustment Member according to the best of my skill, ability, and judgment; so help me God.



WILLARD R. DEAN, JR

Sworn to and subscribed before me
this 21st day of December, 2016.



**HONORABLE MICHAEL A. GORDON
MAYOR
TOWN OF ARCHER LODGE**

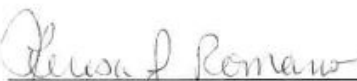


STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

**OATH OF PLANNING BOARD MEMBER AND
OATH OF BOARD OF ADJUSTMENT MEMBER
TOWN OF ARCHER LODGE**

I, **TERESA J. ROMANO**, do solemnly swear that I will support and maintain the Constitution and laws of the United States of America; 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, **TERESA J. ROMANO**, do swear that I will not be influenced in any manner on account of personal bias or prejudice; and that I will faithfully and impartially execute the duties of my office as a Planning Board Member and a Board of Adjustment Member according to the best of my skill, ability, and judgment; so help me God.


TERESA J. ROMANO

Sworn to and subscribed before me
this 21st day of December, 2016.


**HONORABLE MICHAEL A. GORDON
MAYOR
TOWN OF ARCHER LODGE**



b) Discussion of Applicants to fill Planning Board's Vacant Seat

Mayor informed Council that 4 applications were received but only 2 applicants lived within the town limits of Archer Lodge and the Planning Board Ordinance mandates members must reside in the town limits. Council was provided copies of the 2 applications and a copy of the Planning Board Ordinance for their review. No questions followed; therefore, Mayor noted that appointment for this vacant seat will be on the March Regular Council Meeting agenda and the term for this seat ends December 31, 2017.

c) Zoning Ordinance Text Amendments & Subdivision Ordinance Text Amendments ~ Don Belk (Continued Discussion)

In the absence of Mr. Clark, Mr. Belk stated that the public hearing had been held and the department has not received any comments or concerns regarding the proposed Zoning Ordinance and Subdivision Ordinance Text Amendments. He further summarized the proposed text amendments adding definitions to Section 14.6 of the Zoning Ordinance and changes to Sections 18-224, 226 and 229 of the Subdivision Ordinance and both appear as follows:

Consider revising Archer Lodge street definitions (Section 14.6) to more precise definitions, such as:

- Major/Minor Thoroughfare
- Commercial Street
- Collector Street
- Residential Collector Street
- Residential Street,
- Cul-de-Sac
- Alley
- Frontage Road

Currently, Archer Lodge Streets are defined as Arterial, Collector, Local, Private, Public.

TOPIC	ACTION	COMMENTS
PAVEMENT DEPTH	Revise Section 18-226 A(b)(i)	Requires minimum of 2 inches Asphalt Concrete Surface Course on all new subdivision roads.
ACCESS REQUIREMENTS	Revise sub-Section A(e) (i) through (iv); add new sub-Sections A(e)(v) and (vi)	Specifies when additional full service access points are required.
SIDEWALKS (When Required)	Revise sub-Section A(g) (ii) and (iii)	Requires maximum 15' public access easement; requires sidewalks at the discretion of the Planning Board in certain situations.
CUL-DE-SACS	Add new sub-Section A(c)	Sets maximum length of cul-de-sac streets for subdivisions with lot sizes >20,000 SF at 1,000 ft; with lot sizes <20,000 SF at 700 ft.
BLOCK LENGTH	Add new Section 18-224 B	Blocks shall not exceed 1,500 ft in length; requires pedestrian connections in blocks and cul-de-sacs in certain cases.
FIRE DEFENSE	Revise Section 18-229 B and add new sub-Section B	Sets maximum distance between fire hydrants at 500' unless otherwise approved by Johnston County Fire Marshal.

In closing, Mr. Belk noted that an Amendment Ordinance will be presented at the March meeting for adoption. Further discussion followed regarding the role of the Planning Board and discussion relating to fire hydrants as mentioned in Section 18-229 B.

Also, Mayor Gordon asked Mr. Belk to share a portion of the Southeast Area Study (SEAS) powerpoint presentation with Council because it was presented at the recent Archer Lodge Planning Board meeting and not all members of Town Council were in attendance. Discussion followed regarding connector streets and State funded road safety improvement projects currently set for Archer Lodge.

3 **GENERAL UPDATES:**

- a) **Planning Session for FY 2018**
 Saturday, February 25, 2017
 Lowell Mill Restaurant, Kenly, NC
 8:30 a.m. - until

Mr. Gobble reminded Council to bring new ideas.

- b) **Park Land Update ~ Mark Wilson Inquiry**

Mr. Gobble reminded Council that The Conservation Fund was asked to assist with Park Land acquisition and their process is confidential; however, land owners contacted by the Fund may choose to divulge information. Currently, Mr. Gobble stated that no information is available regarding their progression.

4 **ADJOURNMENT:**

a) **Having no further business, Mayor adjourned the meeting at 7:17 p.m.**

Michael A. Gordon, Mayor

Kim P. Batten, Town Clerk

**ABANDONED, JUNKED AND NUISANCE VEHICLES THE
TOWN OF ARCHER LODGE**

BE IT ORDAINED by the Town Council of the Town of Archer Lodge, North Carolina:

Part 1. That the Abandoned, Junked and Nuisance Vehicle Ordinance for the Town of Archer Lodge is hereby established and written to read as follows:

“ABANDONED, JUNKED AND NUISANCE VEHICLES

Section 1. Administration.

The authority responsible for public safety and the Code Administrator of the Town shall be responsible for the administration and enforcement of this Ordinance. The public safety authority shall be responsible for administering the removal and disposition of vehicles determined to be "abandoned" on the public streets and highways within the Town. The Code Administrator shall be responsible for administering the removal and disposal of "abandoned", "nuisance" and "junked" motor vehicles located on private property and on property owned by the Town. The Town may, on an annual or other basis, contract with private tow truck operators or towing businesses to remove, store, and dispose of abandoned vehicles, nuisance vehicles, and junked motor vehicles in compliance with this Ordinance and applicable State laws. Nothing in this Ordinance shall be construed to limit the legal authority or powers of officers of the public safety authority and the Fire Department in enforcing other laws or in otherwise carrying out their duties.

State law reference—City authority for removal and disposal of junked and abandoned motor vehicles, G.S. 160A-303. City authority for regulation of abandonment of junked motor vehicles, G.S. 160A-303.2.

Section 2. Definitions.

For the purpose of this Ordinance, certain words and terms are defined as herein indicated:

(a) Abandoned vehicle: As authorized and defined in G.S. 160A-303, an abandoned vehicle is one that:

- (1) Is left upon a public street or highway in violation of a law or ordinance prohibiting parking; or
- (2) Is left upon a public street or highway for longer than seven (7) days; or

(3) Is left upon property owned or operated by the Town for longer than twenty- four (24) hours; or

(4) Is left upon private property without the consent of the owner, occupant, or lessee thereof for longer than two (2) hours.

(b) Authorized Official: The supervisory employee of the public safety authority or the Town Code Administrator, respectively, designated to order the removal of vehicles under the provisions of this Ordinance.

(c) Motor vehicle or vehicle: All machines designed or intended to travel over land or water by self-propulsion or while attached to any self-propelled vehicle.

(d) Junked motor vehicle: As authorized and defined in G.S. 160A-303.2, the term junked motor vehicle means a vehicle that does not display a current license plate lawfully upon that vehicle and that:

(1) Is partially dismantled or wrecked; or

(2) Cannot be self-propelled or move in the manner in which it originally was intended to move; or

(3) Is more than five (5) years old and appears to be worth less than five hundred dollars (\$500.00).

(e) Nuisance vehicle: A vehicle on public or private property that is determined and declared to be a health or safety hazard, a public nuisance, and unlawful, including a vehicle found to be:

(1) A breeding ground or harbor for mosquitoes, other insects, rats or other pests; or

(2) A point of heavy growth of weeds or other noxious vegetation which exceeds twelve (12) in height; or

(3) In a condition allowing the collection of pools or ponds of water; or

(4) A concentration of quantities of gasoline, oil, or other flammable or explosive materials as evidenced by odor; or

(5) An area of confinement which cannot be operated from the inside, such as, but not limited to, trunks or hoods; or

(6) So situated or located that there is a danger of it falling or turning over; or

(7) A collection of garbage, food waste, animal waste, or any other rotten or

putrescent matter of any kind; or

(8) One which has sharp parts thereof which are jagged or contain sharp edges of metal or glass;

(9) Any other vehicle specifically declared a health and safety hazard and a public nuisance by the Town Council.

Section 3. Abandoned vehicle unlawful, removal authorized.

(a) It shall be unlawful for the registered owner or person entitled to possession of a vehicle to cause or allow such vehicle to be abandoned as the term is defined herein.

(b) Upon investigation, the authorized officials of the Town may determine that a vehicle is an abandoned vehicle and order the vehicle removed.

Section 4. Nuisance vehicle unlawful, removal authorized.

(a) It shall be unlawful for the registered owner or person entitled to possession of a motor vehicle, or for the owner, lessee, or occupant of the real property upon which the vehicle is located to leave or allow the vehicle to remain on the property after it has been declared a nuisance vehicle.

(b) Upon investigation, the Code Administrator may determine and declare that a vehicle is a health or safety hazard and a nuisance vehicle as defined above, and order the vehicle removed.

Section 5. Junked motor vehicle regulated, removal authorized.

(a) It shall be unlawful for the registered owner or person entitled to the possession of a junked motor vehicle, or for the owner, lessee, or occupant of the real property upon which a junked motor vehicle is located to leave or allow the vehicle to remain on the property after the vehicle has been ordered removed.

(b) It shall be unlawful to have junked motor vehicles, as defined herein, on the premises of private property except as otherwise exempted by this Ordinance or permitted in strict compliance with the location and concealment requirements of this Ordinance.

(c) It shall be unlawful for the owner, person entitled to the possession of a junked motor vehicle, or for the owner, lessee, or occupant of the real property upon which a junked motor vehicle is located to fail to comply with the location requirements or the concealment requirements of this Ordinance.

(d) Subject to the provisions of subsection (e), the Town Code Administrator or public safety authority may order the removal of a junked motor vehicle found in violation of this Ordinance to a storage garage or area. No such vehicle shall be removed from private property without the written request of the owner, lessee, or occupant of the premises unless the Town Code

Administrator finds in writing that the aesthetic benefits of removing the vehicle outweigh the burdens imposed on the private property owner. Such finding shall be based on a balancing of the monetary loss of the apparent owner against the corresponding gain to the public by promoting or enhancing community, neighborhood, or area appearance. The following, among other relevant factors, may be considered:

- (1) Protection of property values;
 - (2) Promotion of tourism and other economic development opportunities;
 - (3) Indirect protection of public health and safety;
 - (4) Preservation of the character and integrity of the community; and
 - (5) Promotion of the comfort, happiness and emotional stability of the area residents.
- (e) Permitted concealment or enclosure of junked motor vehicles:
- (1) One junked motor vehicle, in its entirety, may be located in the rear yard, as defined in the Town Zoning Ordinance, provided the junked motor vehicle is entirely concealed from public view from a public street and/or abutting premises by an acceptable covering manufactured for the purpose of concealment of vehicles. The covering must remain in good repair and must not be allowed to deteriorate. Any other junk vehicle(s) on the property shall be concealed inside a completely enclosed building.
 - (2) The Town Code Administrator has the authority to determine whether any junked motor vehicle is adequately concealed as required by these provisions.

Section 6. Removal of abandoned, nuisance, or junked motor vehicles; pre-towing notice requirements.

Except as set forth in Section 7 below, an abandoned, nuisance, or junked motor vehicle which is to be removed shall be towed only after notice to the registered owner or person entitled to possession of the vehicle. In the case of a nuisance vehicle or a junked motor vehicle, if the names and addresses of the registered owner or person entitled to the possession of the vehicle, or the owner, lessee, or occupant of the real property upon which the vehicle is located can be ascertained in the exercise of reasonable diligence, the notice shall be given by first class and certified mail. The person who mails the notice(s) shall retain a written record to show the name(s) and address(s) to whom and to which mailed, and the date mailed. If such names and addresses cannot be ascertained or if the vehicle to be removed is an abandoned motor vehicle, notice shall be given by affixing on the windshield or some other conspicuous place on the vehicle a notice indicating that the vehicle will be removed by the Town on a specified date (no sooner than seven (7) days after the notice is affixed). The notice shall state that the vehicle will be removed by the Town on a specified date, no sooner than seven days after the notice is mailed or affixed, unless the vehicle is moved by the owner or legal possessor prior to that time.

With respect to abandoned vehicles on private property, nuisance vehicles and junked vehicles to which notice is required to be given, if the registered owner or person entitled to possession does not remove the vehicle but chooses to appeal the determination that the vehicle is abandoned, a nuisance vehicle or in the case of a junked motor vehicle that the aesthetic benefits of removing the vehicle outweigh the burdens, such appeal shall be made to the Board of Adjustment in writing, heard at the next regularly scheduled meeting of the Board of Adjustment, and further proceedings to remove the vehicle shall be stayed until the appeal is heard and decided.

Section 7. Exceptions to prior notice requirement.

The requirement that notice be given prior to the removal of an abandoned, nuisance, or junked motor vehicle may, as determined by the authorized official, be omitted in those circumstances where there is a special need for prompt action to eliminate traffic obstructions or to otherwise maintain and protect the public safety and welfare. Such findings shall, in all cases, be entered by the authorized official in the appropriate daily records. Circumstances justifying the removal of vehicles without prior notice include:

(a) Vehicles abandoned on the streets. For vehicles left on the public streets and highways, the Town Council hereby determines that the immediate removal of such vehicles may be warranted when they are:

- (1) Obstructing traffic.
- (2) Parked in violation of an ordinance prohibiting or restricting parking.
- (3) Parked in a no-stopping or standing zone.
- (4) Parked in loading zones.
- (5) Parked in bus zones, or
- (6) Parked in violation of temporary parking restrictions.

(b) Other abandoned or nuisance vehicles. With respect to abandoned or nuisance vehicle left on town-owned property other than the streets or highways, and on private property, such vehicles may be removed without giving prior notice only in those circumstances where the authorized official finds a special need for prompt action to protect and maintain the public health, safety, and welfare. By way of illustration and not of limitation, such circumstances include vehicles blocking or obstructing ingress or egress to businesses and residences, vehicles parked in such location or manner as to pose a traffic hazard, and vehicles causing damage to public or private property.

Section 8. Removal of vehicles; post-towing notice requirements.

Any abandoned, nuisance, or junked motor vehicle which has been ordered removed may, as directed by the Town, be removed to a storage garage or area by a tow truck operator or towing business performing such services for the Town. Whenever such a vehicle is removed, the authorized Town official shall immediately notify the last known registered owner of the vehicle with such

notice to include the following:

- (1) The description of the removed vehicle;
- (2) The location where the vehicle is stored;
- (3) The violation with which the owner is charged, if any;
- (4) The procedure the owner must follow to redeem the vehicle; and
- (5) The procedure the owner must follow to request a probable cause hearing on the removal.

The Town shall attempt to give notice to the vehicle owner by telephone; however, whether or not the owner is reached by telephone, written notice, indicating the information set forth in subsections (1) through (5) above, shall also be mailed to the registered owner's last known address, unless this notice is waived in writing by the vehicle owner or his agent.

If the vehicle is registered in North Carolina, notice shall be given within twenty-four (24) hours. If the vehicle is not registered in the State, notice shall be given to the registered owner within seventy-two (72) hours from the removal of the vehicle.

Whenever an abandoned, nuisance, or junked motor vehicle is removed, and such vehicle has no valid registration or registration plates, the authorized Town official shall make reasonable efforts, including checking the vehicle identification number to determine the last known registered owner of the vehicle and to notify him of the information set forth in subsections (1) through (5) above.

Section 9. Right to probable cause hearing before sale or final disposition of vehicle.

After the removal of an abandoned vehicle, nuisance vehicle, or junked motor vehicle, the owner or any person entitled to possession is entitled to a hearing for the purpose of determining if probable cause existed for removing the vehicle. A request for hearing must be filed in writing with the county magistrate designated by the chief district court judge to receive such hearing requests. The Magistrate will set the hearing within seventy-two (72) hours of receipt of the request, and the hearing will be conducted in accordance with the provisions of G.S. 20-219.11, as amended.

Section 10. Redemption of vehicle during proceedings.

At any stage in the proceedings, including before the probable cause hearing, the owner may obtain possession of the removed vehicle by paying the towing fees, including any storage charges, or by posting a bond for double the amount of such fees and charges to the tow truck operator or towing business having custody of the removed vehicle. Upon regaining possession of a vehicle, the owner or person entitled to the possession of the vehicle shall not allow or engage in further violations of this Ordinance.

Section 11. Sale and disposition of unclaimed vehicle.

Any abandoned, nuisance, or junked motor vehicle which is not claimed by the owner or other party entitled to possession will be disposed of by the tow truck operator or towing business having custody of the vehicle. Disposition of such a vehicle shall be carried out in coordination with the Town and in accordance with Article 1 of Chapter 44A of the North Carolina General Statutes.

Section 12. Conditions on removal of vehicles from private property.

As a general policy, the Town will not remove a vehicle from private property if the owner, occupant or lessee of such property could have the vehicle removed under applicable State law procedures. In no case, will a vehicle be removed by the Town from private property without a written request of the owner, occupant or lessee, except in those cases where the vehicle is a nuisance vehicle or is a junked motor vehicle which has been ordered removed by the Town Code Administrator. The Town may require any person requesting the removal of an abandoned, nuisance, or junked motor vehicle from private property to indemnify the Town against any loss, expense or liability incurred because of the removal, storage, or sale thereof.

Section 13. Protection against criminal or civil liability.

No person shall be held to answer in any civil or criminal action to any owner or other person legally entitled to the possession of an abandoned, nuisance, or junked motor vehicle, for disposing of such vehicle as provided in this Ordinance.

Section 14. Exceptions.

Nothing in this Ordinance shall apply to any vehicle: (1) which is located in a bona fide "automobile graveyard" or "junkyard" as defined in N.C.G.S. 136-143, in accordance with the "Junkyard Control Act", N.C.G.S. 136-141, et seq., (2) which is in an enclosed building, (3) which is on the premises of a business enterprise being operated in a lawful place and manner, or (4) which is in an appropriate storage place or depository maintained in a lawful place and manner by the Town.

Section 15. Unlawful removal of impounded vehicle.

It shall be unlawful for any person to remove or attempt to remove from any storage facility designated by the Town, any vehicle which has been impounded pursuant to the provision of this Ordinance unless and until all towing and impoundment fees which are due, or bond in lieu of such fees, have been paid.

Section 16. Alternative Remedies.

Nothing in this Ordinance nor any of its provisions shall be construed to impair or limit in any way the power of the Town to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise nor shall enforcement of one remedy provided herein prevent the enforcement of any other remedy or remedies provided herein or in other ordinances or laws. In addition to the remedies provided for herein, any violation of the terms of this Ordinance shall subject the violator to the penalties and remedies, either criminal or civil or both, as

Page 7 of 8 (draft 7/10/2017)

set forth in the General Penalties Ordinance of the Town of Archer Lodge.

Section 17. Penalty

Unless a different fine or penalty is set out in a particular section of this Ordinance, a violation of any provision of this Ordinance 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 ordinance, the higher fine or penalty shall apply.

Part 2. All ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Part 3. Upon adoption by the Town Council of the Town of Archer Lodge, North Carolina this Ordinance shall become effective the _____ day of _____, 2017.

ADOPTED this the _____ day of _____, 2017.

ATTEST

SEAL

Michael A. Gordon
Mayor

Kim P. Batten
Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

AGREEMENT WITH
LOCAL GOVERNMENT

THIS AGREEMENT, made the _____ day of _____, 2017 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 (hereafter 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.

N-Focus

Initials: PAR Date: 06.13.17

Archer Lodge – FY 18 Planning & Code Agreement

Initials: _____ Date: _____

2. Code Enforcement Functions include:

- a) Investigations of complaints and/or reports of violations;
- 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 the Functions defined in "Section A." herein above, 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.

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Initials: PAR Date: 06.13.17

Archer Lodge – FY 18 Planning & Code Agreement

Initials: _____ Date: _____

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 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, 2017 and ending June 30, 2018. 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 1,040 hours of service or 50% 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 Sixty-Eight Thousand Eight Hundred Ninety-Two and 46/100's (\$68,892.46) dollars for the POS, as noted in "Section B.7." herein. The fee is inclusive of all personnel costs including but not limited to:
- a. Base Salary plus:
 - i. Social Security
 - ii. Medicare
 - iii. State Unemployment Insurance (SUTA)
 - iv. Federal Unemployment Insurance (FUTA)
 - v. Worker's Compensation Insurance
 - b. Benefits:
 - i. Health & Life Insurance
 - ii. Paid Vacation & Personal Time
 - iii. Paid Holidays
 - iv. Paid Travel Time
 - c. Professional Development & Certifications;

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Initials: PAR Date: 06.13.17

Archer Lodge – FY 18 Planning & Code Agreement

Initials: _____ Date: _____

- d. Cellular Communications;
- e. Company Vehicle with
 - i. Vehicle Insurance
 - ii. Vehicle Operations & Maintenance
- f. Meals & Lodging; and
- g. 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 Two Thousand Six Hundred Forty-Nine and 71/100's (\$2,649.71) 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.
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 performing 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 prior to beginning Functions defined in "Section A." herein above. 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 currently employed, recently

N-Focus

Initials: PAR Date: 06.13.17

Archer Lodge – FY 18 Planning & Code Agreement

Initials: _____ Date: _____

separated/terminated or retired from Contractor 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 11:59 pm on June 30, 2018, 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, POS as defined in "Section B.7." herein, 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. All other Terms & Conditions defined herein shall remain the same.
16. **Certifications:** Contractor personnel shall not be required to sign any documents, no matter by whom requested, that would result in Contractor personnel having to certify, guarantee or warrant the existence of conditions whose existence Contractor personnel cannot ascertain. Local Government agrees not to make resolution of any dispute with Contractor or payment of any amount due to Contractor in any way contingent upon Contractor's personnel signing any such certification or document.
17. **Force Majeure:** Contractor shall not be responsible for any delays, damages, costs, expenses, liabilities or other problems that may arise as a result of a force majeure. A "Force Majeure" is defined as any event arising from causes beyond the reasonable control of Contractor, including but not limited to fire, flood, unusual inclement weather, acts of God, civil strikes or labor disputes, riots, acts or failures of Local Government or others
18. **Conflicting Terms and Provisions:** In the event of conflict among this Agreement and any hereto attached exhibits, this Agreement shall govern.
19. **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.
20. **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.

N-Focus

Initials: PAR Date: 06.13.17

Archer Lodge – FY 18 Planning & Code Agreement

Initials: _____ Date: _____

21. **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.
22. **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

23. **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

(This space left blank intentionally)

N-Focus

Initials: PAR Date: 06.13.17

Archer Lodge – FY 18 Planning & Code Agreement

Initials: _____ Date: _____

Section C. ACCEPTANCE:

Patricia A. Rader

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

June 13, 2017

Date

ACCEPTED on behalf of Local Government by:

Signature

Date

Printed name of authorized person signed above

Seal of Local Government

ATTEST:

Clerk to the governing board/council of
Local Government

Date

PRE-AUDIT:

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

Finance Officer

Date

N-Focus

Initials: PAR Date: 06.13.17

Archer Lodge – FY 18 Planning & Code Agreement

Initials: _____ Date: _____

N-Focus Planning & Design, Inc.

- Town of Archer Lodge
- FY 18 CS Planning & Code Agreement

Payment Schedule

	Contract Payment Due Dates	Payment Dates	Check Number		(26) Bi-Weekly Payments of	Contract Balance	Notes
					\$ 2,649.71	\$ 68,892.46	
	<u>2017</u>						
1	July 10th			1	\$ 2,649.71	\$ 66,242.75	
2	July 24th			2	\$ 2,649.71	\$ 63,593.04	
3	August 7th			3	\$ 2,649.71	\$ 60,943.33	
4	August 21st			4	\$ 2,649.71	\$ 58,293.62	
5	Sept. 4th			5	\$ 2,649.71	\$ 55,643.91	
6	Sept. 18th			6	\$ 2,649.71	\$ 52,994.20	
7	Oct. 2nd			7	\$ 2,649.71	\$ 50,344.49	
8	Oct. 16th			8	\$ 2,649.71	\$ 47,694.78	
9	Oct. 30th			9	\$ 2,649.71	\$ 45,045.07	
10	Nov. 13th			10	\$ 2,649.71	\$ 42,395.36	
11	Nov. 27th			11	\$ 2,649.71	\$ 39,745.65	
12	Dec. 11th			12	\$ 2,649.71	\$ 37,095.94	
13	Dec. 25th			13	\$ 2,649.71	\$ 34,446.23	
	<u>2018</u>						
14	Jan. 8th			14	\$ 2,649.71	\$ 31,796.52	
15	Jan. 22nd			15	\$ 2,649.71	\$ 29,146.81	
16	Feb. 5th			16	\$ 2,649.71	\$ 26,497.10	
17	Feb. 19th			17	\$ 2,649.71	\$ 23,847.39	
18	March 5th			18	\$ 2,649.71	\$ 21,197.68	
19	March 19th			19	\$ 2,649.71	\$ 18,547.97	
20	April 2nd			20	\$ 2,649.71	\$ 15,898.26	
21	April 16th			21	\$ 2,649.71	\$ 13,248.55	
22	April 30th			22	\$ 2,649.71	\$ 10,598.84	
23	May 14th			23	\$ 2,649.71	\$ 7,949.13	
24	May 28th			24	\$ 2,649.71	\$ 5,299.42	
25	June 11th			25	\$ 2,649.71	\$ 2,649.71	
26	June 25th			26	\$ 2,649.71	\$ 0.00	

RECEIVED

JUN 29 2017

Joel M. Pace

**13262 Buffalo Road,
Clayton, NC 27527**

TOWN OF ARCHER LODGE

BY: *Ami*

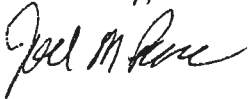
June 27, 2017

Dear Mayor Gordon:

I hereby resign my seat on the Town of Archer Lodge Planning Board and on the Town of Archer Lodge Board of Adjustments effective immediately.

Thank you for the appointment to serve in this capacity.

Sincerely,



Joel M. Pace

cc: Bob Clark



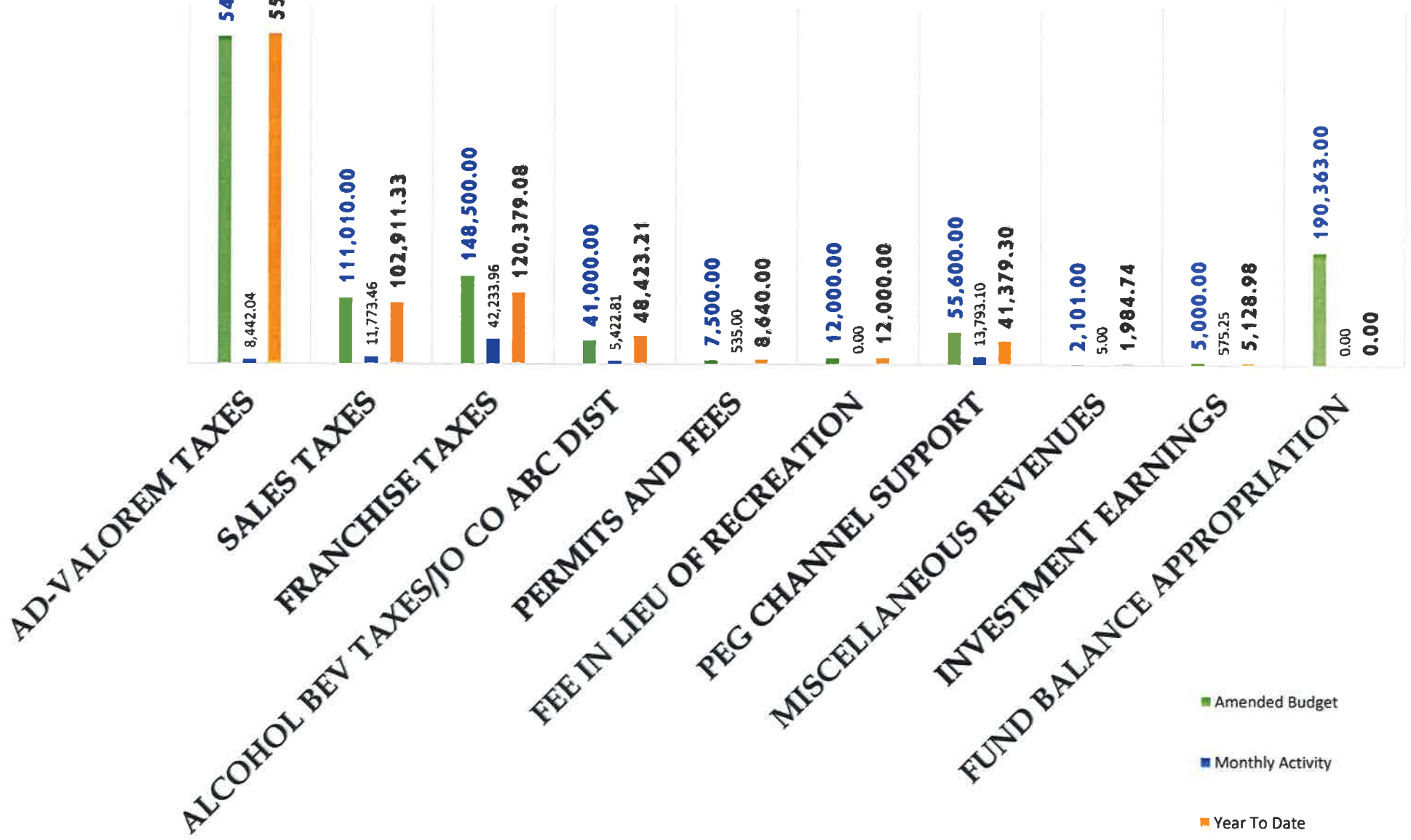
**TOWN OF ARCHER LODGE
FINANCIAL SUMMARY REPORT
FOR MONTH ENDING
JUNE 30, 2017**

GENERAL FUND				
REVENUES	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
AD-VALOREM TAXES	548,565.00	8,442.04	553,398.24	100.88%
SALES TAXES	111,010.00	11,773.46	102,911.33	92.70%
FRANCHISE TAXES	148,500.00	42,233.96	120,379.08	81.06%
ALCOHOL BEV TAXES/JO CO ABC DIST	41,000.00	5,422.81	48,423.21	118.11%
PERMITS AND FEES	7,500.00	535.00	8,640.00	115.20%
FEE IN LIEU OF RECREATION	12,000.00	0.00	12,000.00	100.00%
PEG CHANNEL SUPPORT	55,600.00	13,793.10	41,379.30	74.42%
MISCELLANEOUS REVENUES	2,101.00	5.00	1,984.74	94.47%
INVESTMENT EARNINGS	5,000.00	575.25	5,128.98	102.58%
FUND BALANCE APPROPRIATION	190,363.00	0.00	0.00	0.00%
	1,121,639.00	82,780.62	894,244.88	79.73%
EXPENDITURES	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	37,355.00	3,290.16	28,574.15	76.49%
ADMINISTRATION	203,249.00	16,377.92	168,651.57	82.98%
JO CO TAX COLLECTION FEES	13,900.00	259.16	14,159.25	101.87%
LEGAL	19,500.00	1,320.00	9,928.75	50.92%
PROPERTY TAXES	130.00	0.00	111.85	86.04%
PUBLIC BUILDINGS	100,053.00	2,057.15	93,012.59	92.96%
PEG MEDIA PARTNERS	55,600.00	13,793.10	41,379.30	74.42%
PUBLIC SAFETY	238,000.00	3,079.72	187,269.43	78.68%
TRANSPORTATION-PUBLIC WORKS	46,884.00	1,946.14	6,978.58	14.88%
PLANNING & ZONING	92,130.00	8,184.76	86,449.21	93.83%
CULTURAL & RECREATION	64,000.00	0.00	58,805.00	91.88%
DEBT SERVICES	45,838.00	0.00	45,836.66	100.00%
TRANSFER TO CAP RESERVE	50,000.00	0.00	50,000.00	100.00%
TRANSFER TO PARK RESERVE	155,000.00	1,227.03	147,168.24	94.95%
	1,121,639.00	51,535.14	938,324.58	83.66%
Y-T-D GENERAL FUND INCREASE (DECREASE)		31,245.48	(44,079.70)	

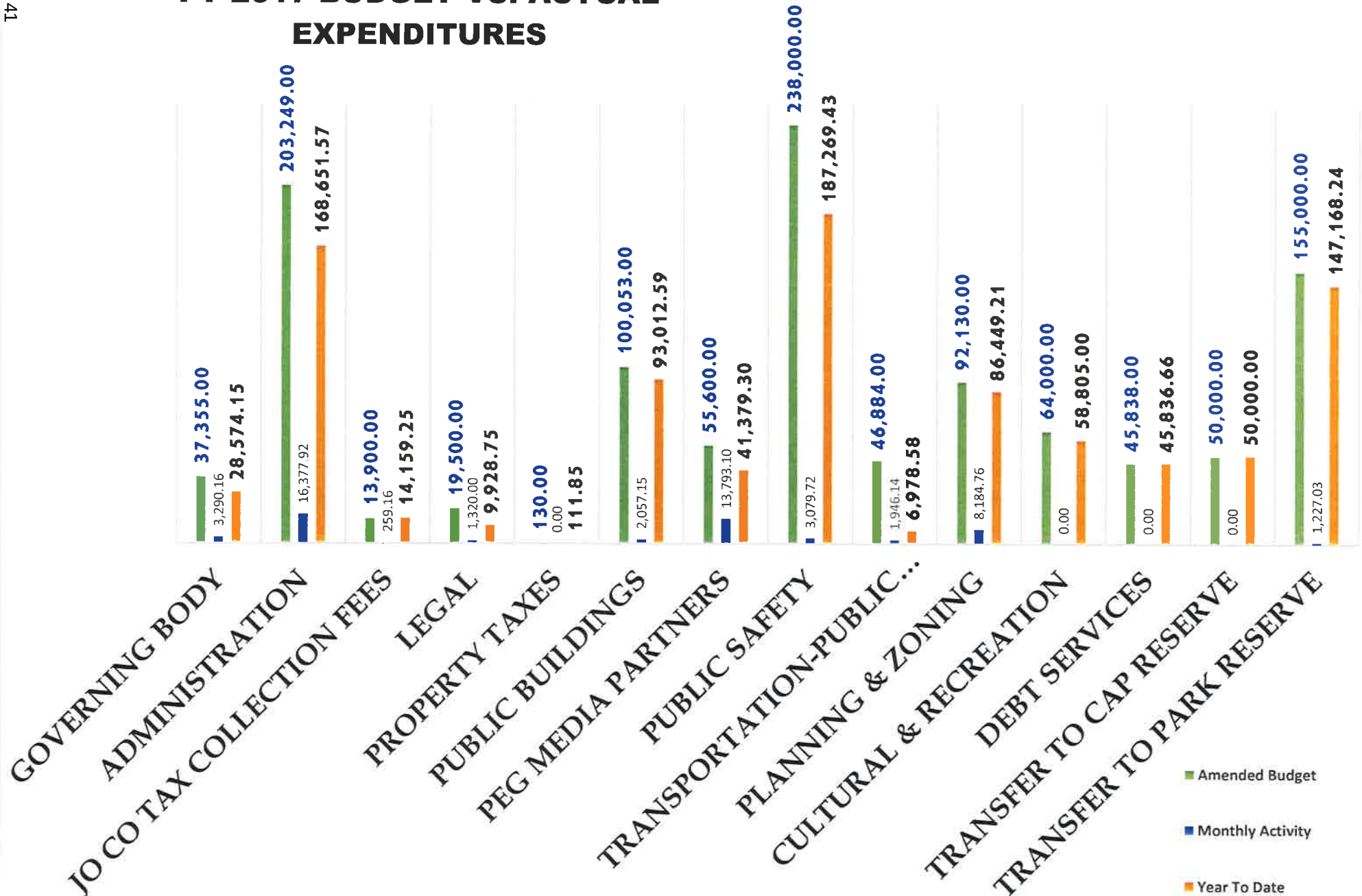
Kim P. Batten
FINANCE MANAGER

Kim P. Batten

FY 2017 BUDGET VS ACTUAL REVENUES



**FY 2017 BUDGET VS. ACTUAL
EXPENDITURES**



Amended Budget
Monthly Activity
Year To Date

RESOLUTION REQUESTING GREATER EFFORTS TO AVOID FLOODING IMPACTS WITHIN THE LOWER NEUSE BASIN

WHEREAS, the Neuse River Basin encompasses 74 municipalities and 19 reservoirs and drains land from 18 of North Carolina's counties covering approximately 6,234 square miles, totaling nearly 4 million acres; and

WHEREAS, roughly one-sixth of the state's population lives within the Neuse River Basin; and

WHEREAS, the U.S. 70 CORRIDOR COMMISSION OF N.C. INC. represents Counties & Towns adjoining the Neuse River and have experienced severe flooding in 1996 due to Hurricane Fran which brought floodwaters exceeding flood stage; and

WHEREAS, in July 1997, the United States Army Corps of Engineers received authorization to conduct a study on flood risk management, environmental protection and restoration, and related purposes for the Neuse River Basin; and

WHEREAS, in September 1999, Hurricane Floyd caused a second round of flooding which devastated portions of eastern North Carolina located along the rivers, particularly the Neuse River and caused an estimated \$3 billion dollars' worth of damage, damaged more than 56,000 homes, and resulted in 1,500 floodwater rescues in eastern North Carolina; and

WHEREAS, the state and federal response to this catastrophe was the permanent displacement of homes, families, and businesses through a buy-out program which caused significant harm to the cities, counties, and communities affected where long-time neighbors, often generational, were forced to part ways to start new lives in new neighborhoods; and

WHEREAS, in 2012, the USACE presented findings from the study authorized in 1999 to the Civil Works Review Board and concluded that USACE lacked interest in Flood Risk Reduction at the time, citing steps being taken by the North Carolina Department of Emergency Management (NCDDEM) and Federal Emergency Management Agency (FEMA) to reduce flooding losses through floodplain mapping, emergency preparedness and response, risk communication and a flood-prone structure buy-out program; and

WHEREAS, the USACE report suggested the expenditure of more than \$38 million dollars for environmental restoration measures but failed to request any funds to reduce the risk of flooding for those living and working along the Neuse River; and

WHEREAS, in October of 2016, areas along the Neuse River were once again devastated as a result of flooding precipitated by Hurricane Matthew; and

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WHEREAS, the estimated flood damage from Hurricane Matthew exceeded \$1.5 billion dollars resulting in damage to more than 100,000 homes, destroying entire towns and taking at least 28 lives; and

WHEREAS, the record setting flooding caused by Hurricane Matthew did not occur until several days after the hurricane had passed as accumulated rainfall in the higher elevations of the state made its way toward the coast; and

WHEREAS, the relatively flat terrain of eastern North Carolina slowed the fast moving waters coming from higher elevations causing a significant increase in both the depth and breadth of the Neuse River from Smithfield through Kinston as the river reached record heights and overflowed its banks, inundating a record number of properties with floodwater; and

WHEREAS, the recent impact of Hurricane Matthew to counties, municipalities, businesses, and residents located along the Neuse River indicate that the efforts taken by the NCDEN and FEMA were insufficient to prevent or significantly reduce the amount of damage sustained as a result of Hurricane Matthew; and

WHEREAS, it is now apparent that mapping, emergency preparedness and risk communication did little to prevent the damage incurred by Hurricane Matthew; and

WHEREAS, the use of flood control measures have proven successful as demonstrated by estimates calculated by the USGS such as the study that concluded that the installation of Falls dam reduced the frequency of flooding experienced as a result of Hurricane Fran from once every 10-25 years to once every 50-100 years; and

WHEREAS, the use of flood control measures could have prevented, or significantly reduced the extent of damage caused by Hurricane Matthew.

NOW THEREFORE, BE IT RESOLVED that the U.S. 70 CORRIDOR COMMISSION OF N.C. INC. does hereby request that the State of NC and the appropriate federal agencies engage, develop and financially support greater efforts to avoid devastating damages to persons and property in the Lower Neuse Basin through the implementation of flood control measures and that specific consideration be given, but not limited, to (1) construction of flood control reservoirs along the Neuse River, (2) identification of alternative water supplies for the City of Raleigh that would allow lowering of Falls Lake during times of anticipated flooding, (3) additional mitigation by NCDOT to address significant stormwater impacts from highway construction and (4) active "snag, drag and dredge" operations within the Neuse River and its

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tributaries to reduce obstructions to flow and removal of materials that would impact the flood level of the River.

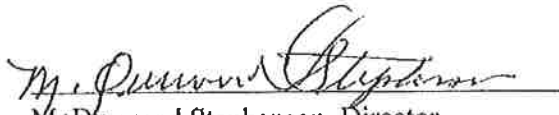
BE IT FURTHER RESOLVED that this Resolution shall be provided to all members of the General Assembly and to the Congressional delegation for the State of NC and that all affected Towns and Counties and their elected officials, Chambers of Commerce and all persons representing and/or residing along the Neuse River Basin encourage and co-ordinate with all organization and/or individuals to provide all necessary preventative actions to facilitate flood reduction measures as set forth herein.

DULY ADOPTED this the 18TH day of May, 2017.

A handwritten signature in cursive script, reading "Tom Mark", written over a horizontal line.

Tom Mark, Chairman

U.S. 70 Corridor Commission of N.C. Inc.

A handwritten signature in cursive script, reading "M. Durwood Stephenson", written over a horizontal line.

M. Durwood Stephenson, Director

U.S. 70 Corridor Commission of N.C. Inc.