Town of Archer Lodge

AGENDA

Regular Council Meeting
Monday, October 1, 2018 @ 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 - 44 4.a. Approval of Minutes:
25 June 2018 Special Meeting Minutes
25 June 2018 Closed Session Minutes
09 July 2018 Regular Council Meeting Minutes
06 Aug 2018 Regular Council Meeting Minutes
20 Aug 2018 Work Session Minutes
04 Sept 2018 Regular Council Meeting Minutes
Special Meeting - 25 Jun 2018 - DRAFT
Regular Council - 09 July 2018 - DRAFT
Regular Council - 06 Aug 2018 - DRAFT
Work Session - 20 Aug 2018 - DRAFT
Regular Council - 04 Sep 2018 - DRAFT

5. PRESENTATION:

Citizens for Better Schools Committee Presentation
~ Mr. Jeff Jennings, Volunteer

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6.a. Discussion and Consideration of Fall Planning Session & Work Session

45 6.b. Discussion and Consideration of Budget Amendment (BA 2019 02)
BA 2019 02

7. TOWN ATTORNEY'S REPORT:

8. ADMINISTRATIVE CONSULTANT'S REPORT:

9. FINANCIAL/TOWN CLERK'S REPORT:

46 - 48 9.a. August 31, 2018 Financials & Year-to-Date Comparison
(FY18 & FY19)
AUGUST 2018 - ALL FUNDS
YTD COMP 08.01.18

9.b. Audit Update for Fiscal Year Ending June 30, 2018

9.c. State Grants Reimbursement Update

9.d. Inter-Local Agreement Update with Town of Clayton

10. PLANNING/ZONING REPORT:

11. VETERAN'S COMMITTEE REPORT:

12. MAYOR'S REPORT:

13. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

14. ADJOURNMENT:

Draft

Special Meeting - Minutes for the Purposes of:

1) <u>Public Hearing</u> for Installment Financing for Park Land Acquisition; 2) and 3) Discussion and Possible Consideration of Approving <u>Two</u> Resolutions Authorizing Filing an Application with LGC to Approve a Financing Agreement for the Town Hall Expansion Project and Park Land Acquisition; 4) Adoption of the Annual Budget Ordinance for Fiscal Year Ending June 30, 2019; &

5) Discussion and Consideration of Approving an Offer to Purchase and Contract for Land Acquisition

Monday, June 25, 2018

COUNCIL PRESENT:

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

STAFF PRESENT:

C.L. Gobble, Administrative Consultant
Chip Hewett, Town Attorney
Kim P. Batten, Finance Officer/Town Clerk

COUNCIL ABSENT:

MEDIA PRESENT:

None

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1. WELCOME/CALL TO ORDER:

a) Invocation

Mayor Mulhollem called the meeting to order at 6:41 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Clayton, NC and declared a quorum was present. Council Member Jackson offered the invocation.

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b) Pledge of Allegiance

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

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2. PUBLIC HEARING:

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

a) Proposed Installment Financing for Park Land Acquisition

Mayor Mulhollem asked for a motion to Open the Public Hearing at 6:43 p.m.
There were no public comments.
Mayor Mulhollem asked for a motion to Close the Public Hearing at 6:44 p.m.

Moved by: Mayor Pro Tem Castleberry
Seconded by: Council Member Jackson
<u>Approved to Open Public Hearing.</u>

CARRIED UNANIMOUSLY

Moved by: Council Member Wilson
Seconded by: Council Member Locklear
<u>Approved to Close Public Hearing.</u>

CARRIED UNANIMOUSLY

3. DISCUSSION AND POSSIBLE ACTION ITEMS:

a) Discussion and Consideration of Approving a Resolution Authorizing the Filing of an Application for Approval of a Financing Agreement Authorized by NC§160A-20 for the Town Hall Expansion including the ALVM Grading. (RESOLUTION# AL2018-06-25a)

C.L. Gobble shared the proposed timeline for the Town Hall Expansion including the ALVM Grading:

1. Bidding begins in July 2018
2. Resolution along with Application submitted within 2 weeks to the Local Government Commission
3. Town Council will award the contract at August 6th meeting
4. Project is contingent on Local Government Commission approval on August 7, 2018

Discussion followed.

Resolution# AL2018-06-25a Authorizing the Filing of an Application for the Approval of a Financing Agreement Authorized by NC§160A-20 for the Town Hall Expansion including the ALVM Grading appears as follows:

RESOLUTION# AL2018-06-25a

TOWN OF ARCHER LODGE
RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR THE APPROVAL OF A FINANCING AGREEMENT AUTHROIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20

WHEREAS the Town of Archer Lodge, North Carolina desires to expand the Town Hall, located at 14094 Buffalo Rd., Clayton, NC and construct a foundation for a Veteran's Memorial (the "Project") to better serve the citizens of the Town of Archer Lodge; and

WHEREAS, the Town of Archer Lodge, North Carolina desires to finance the Project using an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Archer Lodge, North Carolina, meeting in a special session on the 25th day of June 2018, make the following findings of fact:

1. The proposed contract is necessary or expedient because the Town has outgrown its current Town Hall. The Town of Archer Lodge needs to expand to a larger Town Hall and instead of looking to purchase a new tract and build a new Town Hall, obtaining financing to build on land already owned by the Town will be more expedient to the Town. Additionally, the loan is necessary to build a foundation for a Veteran's Memorial next to Town Hall.

2. The proposed contract is preferable to a bond issue for the same purpose because of the cost of the referendum, underwriting, and legal fees necessary for general obligation bond sales. The loan amount (**$405,000.00**) makes it relatively impractical to issue general obligation bonds. The loan is necessary because the project cannot be paid from current available appropriates and available unappropriated fund balances. The proposed financing gives the Town the ability and time to grow and accumulate more revenue to service the loan.

3. The cost of financing under the proposed contract is lower than the cost of issuing general obligation bonds. The Town can forgo the cost of the referendum, underwriting, and legal fees necessary for general obligation bond sales. A competitive interest rate has been negotiated and no new taxes or a tax increase will be necessary for repayment of the loan.

4. The sums to fall due under the contract are adequate and not excessive for the proposed purpose because the Town currently owns the property on which the Project is to take place so additional funds will not be required to purchase new land as well as construct a larger Town Hall.

5. The Town of Archer Lodge, North Carolina's debt management procedures and policies are good because the Town has the highest debt management rating from auditors on a yearly basis. The Town carries out its debt management policies in strict compliance with state law, and the Town remains far below the statutory debt ceiling.

6. The will be no increase in taxes necessary to meet the sums to fall due under the proposed contract will and is therefore not deemed to be excessive.

7. The Town of Archer Lodge, North Carolina is not in default in any of its debt service obligations.

8. The attorney for the Town of Archer Lodge, North Carolina has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be extended pursuant to the Constitution and laws of North Carolina.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor of the Town of Archer Lodge is hereby authorized to act on behalf of the Town of Archer Lodge in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this **25th** day of **June 2018.**

The motion to adopt this resolution was made by Council Member Jackson, seconded by Council member Locklear and passed by a vote of 5 to Ø.

Matthew B. Mulhollem, Mayor

ATTEST:

Kim P. Batten, Town Clerk

TOWN OF ARCHER LODGE
Established
2009
NORTH CAROLINA

Moved by: Council Member Jackson
Seconded by: Council Member Locklear
Approved Resolution# AL2018-06-25a Authorizing the Filing of an Application for Approval of a Financing Agreement Authorized by NC§160A-20 for the Town Hall Expansion including the ALVM Grading.

CARRIED UNANIMOUSLY

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b) Discussion and Consideration of Approving a Resolution Authorizing the Filing of an Application for Approval of a Financing Agreement Authorized by NC§160A-20 for Park Land Acquisition. (RESOLUTION# AL2018-06-25b)

C.L. Gobble explained that this Resolution was needed like in 3.a. for filing an Application to the LGC for land acquisition. No further discussion.

Resolution# AL2018-06-25b Authorizing the Filing of an Application for the Approval of a Financing Agreement Authorized by NC§160A-20 for Park Land Acquisition appears as follows:

RESOLUTION# AL2018-06-25b

TOWN OF ARCHER LODGE
RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR THE APPROVAL OF A FINANCING AGREEMENT AUTHROIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20

WHEREAS, the Town of Archer Lodge, North Carolina desires to purchase real property located at 2743 Castleberry Road, Clayton, NC 27527 to develop a park for the Town of Archer Lodge (the "Project") to better serve the citizens of the Town of Archer Lodge; and

WHEREAS, the Town of Archer Lodge, North Carolina desires to finance the Project using an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Archer Lodge, North Carolina, meeting in a special session on the 25th day of June 2018, make the following findings of fact:

1. The proposed contract is necessary or expedient because large tracts of farmland are highly sought by developers in the Archer Lodge area. The Town of Archer Lodge and surrounding areas is a quickly growing community. This tract of land was sought by multiple interested parties and entering into a private contract with seller financing was necessary for the Town to obtain this tract of land to develop a park.

2. The proposed contract is preferable to a bond issue for the same purpose because there was not adequate time to pursue a bond referendum. As stated above, this tract of land was highly sought after and time was of the essence in obtaining a contract with the seller. Additionally, the Town can forgo paying bank fees and other associated costs such as the cost of the referendum, underwriting, and legal fees necessary for general obligation bond sales. The loan amount (**$400,000.00**) makes it relatively impractical to issue general obligation bonds. The loan is necessary because the project cannot be paid from current available appropriates and available unappropriated fund balances. The proposed financing gives the Town the ability and time to grow and accumulate more revenue to service the loan.

3. The cost of financing under the proposed contract is lower than the cost of issuing general obligation bonds. The seller financed contract contains a competitive interest rate and eliminates fees associated with a traditional bond loan. The Town has been planning for and budgeting for the purchase of park land for years and has reserved $0.03 of their

tax rate into a Park Reserve Fund to help pay for the eventual land purchase and park development. The funds for repayment are already being collected by the Town and will not require an additional increase in taxes to the residents of the Town.

4. The sums to fall due under the contract are adequate and not excessive for the proposed purpose because the Town has budgeted and planned for a park for numerous years. A reserve of $0.03 of their tax rate is in a Park Reserve Fund for park land acquisition and for park development. Additionally, a competitive interest rate was negotiated with seller for the purchase of the property. The Town has also been awarded grants to assist with repayment of the loan to seller.

5. The Town of Archer Lodge, North Carolina's debt management procedures and policies are good because the Town has the highest debt management rating from auditors on a yearly basis. There is an adequate source of funding for repayment of the debt through an existing tax. The Town has budgeted and planned for the purchase of the park over numerous years. The Town remains far below the statutory debt ceiling.

6. The will be no increase in taxes necessary to meet the sums to fall due under the proposed contract will and is therefore not deemed to be excessive.

7. The Town of Archer Lodge, North Carolina is not in default in any of its debt service obligations.

8. The attorney for the Town of Archer Lodge, North Carolina has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be extended pursuant to the Constitution and laws of North Carolina.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor of the Town of Archer Lodge is hereby authorized to act on behalf of the Town of Archer Lodge in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this **25th** day of **June 2018.**

The motion to adopt this resolution was made by Council Member Castleberry, seconded by Council Member Jackson and passed by a vote of 5 to Ø.

ATTEST:

Kim P. Batten, Town Clerk

TOWN OF ARCHER LODGE Established 2009 NORTH CAROLINA

Matthew B. Mulhollem, Mayor

Moved by: Mayor Pro Tem Castleberry
Seconded by: Council Member Jackson
Approved Resolution# AL2018-06-25b Authorizing the Filing of an Application for Approval of a Financing Agreement Authorized by NC§160A-20 for Park Land Acquisition.

CARRIED UNANIMOUSLY

c) Discussion and Consideration of Proposed Annual Budget Ordinance for Fiscal Year Ending June 30, 2019

C.L. Gobble explained that the Johnston County Board of Commissioners at their special meeting on June 20, 2018 approved the 2-cents Archer Lodge Fire District Tax increase. Ms. Batten and Budget Officer/Council Member Bruton discussed the changes in the Proposed Annual Budget Ordinance as it relates to the approved increase. No further discussion.

The Annual Budget Ordinance for FY 2018~2019 appears as follows:

TOWN OF ARCHER LODGE

Annual Budget Ordinance

FY 2018~2019

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 following page, the total being **$1,155,760** and (2) Revenues for Fiscal Year 2018~2019 shall equal total Expenditures; and (3) Revenues from the Ad Valorem property tax shall be levied in the amount of **$0.22** per $100 evaluation.

Adopted this 25th day of June 2018

Matthew B. Mulhollem, Mayor

Teresa M. Bruton, Budget Officer

ATTEST:

TOWN OF ARCHER LODGE Established 2009 NORTH CAROLINA

Kim P. Batten, Town Clerk

Town of Archer Lodge, North Carolina

ANNUAL BUDGET ORDINANCE

For the Fiscal Year July 1, 2018 to June 30, 2019

Revenues and Expenditures

		Amount
General Fund Revenues:		
Ad-Valorem Property Taxes	$	654,600
State Sales Tax Distributions		164,010
Unrestricted Intergovernmental Revenues		200,000
Restricted Intergovernmental Revenues (PEG Media)		52,000
Permits and Fees		3,000
Fee in Lieu of Recreation		20,000
Investment Earnings		12,000
Miscellaneous Revenues		150
Total Revenues	$	1,105,760
General Fund Expenditures:		
General Government		
Governing Body	$	37,320
Administration		248,730
Tax Collections		18,000
Legal		15,000
Property Tax		100
Public Buildings		74,040
PEG Media Partners		52,000
Public Safety		
Law Enforcement		29,000
Animal Control		3,500
Archer Lodge Fire Department		258,000
Transporation - Public Works		
Streets		66,500
Planning and Zoning		98,905
Parks and Recreation		70,000
Debt Service		
Principal and Interest		48,665
Total Expenditures		1,019,760
Revenues Over (Under) Expenditures		86,000
Interfund Transfers		
General Fund Balance Appropriation		25,000
Transfer from Capital Reserve Fund		25,000
Interfund Transfers to Cap Res Fund & Park Res Fund		(136,000)
Total Other Financing Sources (Uses):		(86,000)
Total Revenues Over (Under) Expenditures and Other Financing Sources (Uses)	$	-

Moved by: Council Member Jackson
Seconded by: Mayor Pro Tem Castleberry
Adopted the Annual Budget Ordinance for Fiscal Year Ending June 30, 2019.

CARRIED UNANIMOUSLY

d) Discussion and Consideration of Approving an Offer to Purchase and Contract for Land Acquisition

Attorney Hewett advised Council to enter into Closed Session to discuss the acquisition of real property as permitted by NC§143-318.11(a)(5). For public notification it's regarding the Smith parcel located on Castleberry Road.

Moved by: Council Member Wilson
Seconded by: Council Member Jackson
Approved to enter into Closed Session.

CARRIED UNANIMOUSLY

Moved by: Council Member Jackson
Seconded by: Council Member Locklear
Approved to return to Open Session.

CARRIED UNANIMOUSLY

Mayor Mulhollem asked for a motion to Approve Attorney Hewett to Present an Offer to Purchase and Contract on the Smith Parcel located on Castleberry Road with the following:

- Purchase Price of $600,000
- Down Payment at Closing of $200,000
- Seller Financing $400,000 for 8 Years, 4% Fixed Interest Rate, and Annual Payments beginning August 2019
- Contingent on the Town receiving LGC approval

Moved by: Council Member Locklear
Seconded by: Council Member Jackson
Approved Attorney Hewett to Present an Offer to Purchase and Contract on the Smith Parcel located on Castleberry Road as stated above.

CARRIED UNANIMOUSLY.

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4. ADJOURNMENT:

a) No Further Business

Moved by: Council Member Jackson
Seconded by: Council Member Bruton
Meeting Adjourned at 7:34 p.m.

CARRIED UNANIMOUSLY

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Draft

Regular Council - Minutes
Monday, July 9, 2018

COUNCIL PRESENT:
Mayor Mulhollem
Mayor Pro Tem Castleberry
Council Member Bruton
Council Member Locklear
Council Member Wilson

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

COUNCIL ABSENT:
Council Member Jackson

MEDIA PRESENT:
None

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

a) **Invocation**

Mayor Mulhollem called the meeting to order at 6:32 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Clayton, NC and declared a quorum was present. ***A moment of silence was observed for the Selma Town Clerk, Brenda Thorne, who passed away unexpectedly on Friday, July 6, 2018.*** Mayor Pro Tem Castleberry offered the invocation.

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b) **Pledge of Allegiance**

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

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2. **APPROVAL OF AGENDA:**

a) **No additions or changes noted.**

Moved by: Council Member Wilson
Seconded by: Mayor Pro Tem Castleberry
Agenda Approved.

CARRIED UNANIMOUSLY

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3. **OPEN FORUM/PUBLIC COMMENTS:**
(Maximum of 30 minutes allowed, 3 minutes per person)

a) **Mr. Tim Babcock of 117 Chatham Ct., Clayton, NC addressed Council regarding the Discharge of Firearms**

A 24 year resident of Archer Lodge, Mr. Babcock strongly encouraged Town Officials to adopt an Ordinance which would prevent the discharge of firearms within close proximity of another residence. He shared copies of Ordinances from other towns for their consideration.

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b) **Mr. Neal Brantley of 4796 Covered Bridge Rd., Clayton, NC shared a national blog to the Council on Internet Sales with regards to**

taxation.

The blog posted by Ron Paul on June 25, 2018 titled "No (Internet Sales) Taxation without Representation" was handed out to Council Members. Mr. Brantley felt that taxes on internet sales is "unjust" and violates the Constitution's Commerce Clause.

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4. DISCUSSION AND POSSIBLE ACTION ITEMS:

a) Discussion and Consideration of the Results received from the Request for Proposals (RFP's) on Installment Financing for the Town Hall Expansion Project which includes Grading for the Archer Lodge Veteran's Memorial (ALVM)

Ms. Batten presented proposals from three financial institutions for a $405,000 loan. She recommended KS Bank based on the following: 1) A fixed interest rate of 3.37%; 2) No loan fee; 3) 15-Year term, payable annually; 4) No prepayment penalty; 5) Personal delivery of proposal; and 6) Established banking relationship.

Ms. Batten added that installment financing is subject to approval by the Local Government Commission.

Moved by: Council Member Wilson
Seconded by: Council Member Locklear
Approved proposal from KS Bank at a fixed rate of 3.37% for $405,000 for a 15-year term, payable annually.

CARRIED UNANIMOUSLY

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b) Discussion and Consideration of the Construction Drawings provided by MS Consultants, Inc. for the Town Hall Expansion Project which includes Grading for the Archer Lodge Veteran's Memorial (ALVM)

Mr. Gobble stated that complete drawings of the expansion are available at Town Hall that were provided by MS Consultants, Inc. Also, invitations to bid will be available after July 11, 2018, and bid opening will be on August 2, 2018 at 2:00 p.m. at Town Hall. Discussion followed.

Moved by: Council Member Locklear
Seconded by: Mayor Pro Tem Castleberry
Approved the Construction Drawings and Floor Plans provided by MS Consultants.

CARRIED UNANIMOUSLY

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c) Discussion and Consideration of Adopting a Capital Project Ordinance for the Town Hall Expansion Project which includes the Archer Lodge Veteran's Memorial (Ordinance# AL2018-07-1)

Ms. Batten shared that Mr. Biff McGilvray, Senior Financial Analysis with the LGC, highly recommended adopting a Capital Project Ordinance for the Town Hall Expansion Project which includes the ALVM Grading site. She explained the capital project ordinance being considered was estimated and will hopefully not exceed $420,000, which includes interior furnishings as well. No further discussion.

The Adopted Capital Project Ordinance# AL2018-07-1 appears as follows:

ORDINANCE# AL2018-07-1

TOWN OF ARCHER LODGE
CAPITAL PROJECT ORDINANCE
TOWN HALL EXPANSION

BE IT ORDAINED by the Town Council of the Town of Archer Lodge, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized by this ordinance is the construction of the Town Hall Expansion including grading for the Archer Lodge Veteran's Memorial Site.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the financing resolution and the budget contained herein.

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

Construction	$	420,000
Furnishings		30,000
Total	*$*	*450,000*

Section 4. The following Revenues are anticipated to be available to complete this project:

Loan Proceeds		405,000
Transfer from General Fund		45,000
Total	*$*	*450,000*

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the loan agreements, and the federal regulations. The terms of the installment financing also shall be met.

Section 6. The Finance Officer is directed to report, as needed by Council, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 7. Copies of this capital project ordinance shall be filed with the Finance Officer/Town Clerk for direction in carrying out this project.

DULY ADOPTED THIS, THE 9TH DAY OF JULY 2018.

TOWN OF ARCHER LODGE **ATTEST:**

Matthew B. Mulhollem, Mayor **Kim P. Batten, Town Clerk**

(SEAL)

TOWN OF ARCHER LODGE
Established
2009
NORTH CAROLINA

Moved by: Mayor Pro Tem Castleberry
Seconded by: Council Member Wilson
<u>Adopted a Capital Project Ordinance for the Town Hall Expansion Project which includes the Archer Lodge Veteran's Memorial Site (Ordinance# AL2018-07-1).</u>

CARRIED UNANIMOUSLY

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d) Discussion and Consideration of Cancelling the Work Session scheduled for Monday, July 16, 2018

Due to other obligations, Mayor Mulhollem announced that he was unable to attend the Work Session on July 16th. Discussion followed about cancelling the work session.

Moved by: Council Member Wilson
Seconded by: Council Member Locklear
<u>Approved to Cancel Work Session scheduled for July 16, 2018.</u>

CARRIED UNANIMOUSLY

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5. <u>TOWN ATTORNEY'S REPORT:</u>

a) Attorney Hewett stated that the Offer to Purchase and Contract with Addendum on the Smith parcel was presented on behalf of the town

Draft

and had been ratified by sellers.

He further suggested that the Town should formally ratify the Offer to Purchase and Contract with Addendum.

Moved by: Council Member Wilson
Seconded by: Mayor Pro Tem Castleberry
Ratified the Offer To Purchase and Contract with Addendum for Land Acquisition

CARRIED UNANIMOUSLY

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6. ADMINISTRATIVE CONSULTANT'S REPORT:

a) Mr. Gobble reported the following:

- The ditch project was complete and will provide better drainage and easier access to the other side of ditch.
- He and Bob Clark visited the future Park Land property and reported that the land was in very good condition and is well suited for multipurpose recreational use.

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7. FINANCIAL/TOWN CLERK'S REPORT:

a) June 30, 2018 Financials & Year-to-Date Comparisons (FY17 & FY18)

Ms. Batten reviewed the monthly financials for period ending June 30, 2018 for the General, Capital Reserve and Park Reserve Funds. She stated that it was the end of the fiscal year but the figures being presented are not the final figures for the Fiscal Year. Once the audit is complete, she would provide the final figures with Council. In addition, she presented the year-to-date comparison for June 2017 with June 2018. No further discussion.

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b) NC Association of Municipal Clerks Annual Summer Academy August 16 - August 18

Ms. Batten expressed thanks to Mayor Mulhollem for approving Joyce Lawhorn and herself to attend the NC Association of Municipal Clerks Annual Summer Academy at the Pinehurst Resort in Pinehurst, NC, from August 16-18, 2018. She added that Lisa Barnes will be at Town Hall in our absence.

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8. PLANNING/ZONING REPORT:

a) Mr. Clark reported the following:

- Received updates from Addison Gainey, Project Team Leader with NCDOT, regarding the Covered Bridge and Buffalo Road Projects.
- Meeting is planned for Monday, July 16, 2018 with NCDOT Engineer, CL Gobble, and himself.
- NC Board of Transportation meets monthly and he hopes to get a report on funding for the Curb & Gutter and Sidewalk Project for the August meeting.
- Planning Board Meeting scheduled for Wednesday, July 18, 2018 is cancelled and their next meeting will be Wednesday, September 19, 2018.
- Draft Guidelines for Non-Residential Development is in progress.
- Annual population estimates are underway by the State and since 2010, the population in Archer Lodge has increased approximately 12.5%.

9. VETERAN'S COMMITTEE REPORT:

a) Mike Mulhollem reported the following:

- June fundraising totaled $3,840
- Balance is currently $59,018
- Centerpiece will weigh 9,000 pounds
- Ask Town to allow the Veteran's Committee to make color copies at Town Hall and reimburse the Town
- Veteran's Day Annual Service is set for Sunday, November 11, 2018 at 11:00 a.m. to commemorate the 100th Anniversary of the End of World War I. Local Churches\Congregations are cooperating with changing their Worship Service times to accommodate this event.

Mayor Pro Tem Castleberry thanked the Archer Lodge Veteran's Committee for producing a video honoring local Veteran's.

10. MAYOR'S REPORT:

a) Mayor Mulhollem shared the following:

- Reflected on the success of Family Fun Day, and the Veteran's Memorial video that was presented honoring our local Veterans.
- Thanked the ALCC Board of Directors, Staff, and Volunteers for putting together the Family Fun Day as well as the continued support from the Archer Lodge Volunteer Fire Department and the Johnston County Sheriff's department.
- Mentioned that a meeting involving the Town of Clayton and the Town of Archer Lodge will be in the near future to discuss the possibility of entering into an Inter-Local Agreement, on an as needed basis, for law enforcement backup for Amber Butler, Animal Control Officer, who serves the Town of Archer Lodge.

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

a) Council Member Wilson recognized his granddaughter, Ms. Nicole Chance, visiting from Dayton, Ohio. He was proud to share that she wrote a Bill for the Protection of the Elderly and the Abused. Furthermore, she presented it to the Ohio State House and it passed.

b) Council Member Locklear wished a Happy Birthday to the United States and hoped that everyone enjoyed Family Fun Day on June 30, 2018.

c) Mayor Pro Tem Castleberry recognized Council Member Jackson for doing a great job at the Family Fun Day 5K Race. He remarked that the event was well attended and provided great food and fun.

d) Council Member Burton thanked all the volunteers for the time spent working in the extreme heat at Family Fun Day and shared how much she and family members enjoyed the event.

12. ADJOURNMENT:

a) No Further Business

Moved by: Mayor Pro Tem Castleberry
Seconded by: Council Member Locklear
Meeting adjourned at 7:38 p.m.

CARRIED UNANIMOUSLY

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Draft

Regular Council - Minutes
Monday, August 6, 2018

COUNCIL PRESENT:
Mayor Mulhollem
Mayor Pro Tem Castleberry
Council Member Bruton
Council Member Jackson
Council Member Wilson

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

COUNCIL ABSENT:
Council Member Locklear

GUEST PRESENT:
Archer Lodge Boy Scout Troop 421
Jeff Brooks, AIA, MS Consultants, Inc.

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1. WELCOME/CALL TO ORDER:

a) Invocation

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

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b) Pledge of Allegiance

Archer Lodge Boy Scout Troop 421 led in the Pledge of Allegiance to the US Flag.

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2. APPROVAL OF AGENDA:

a) No additions or changes noted.

Moved by: Council Member Wilson
Seconded by: Mayor Pro Tem Castleberry
Approved Agenda.

CARRIED UNANIMOUSLY

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3. OPEN FORUM/PUBLIC COMMENTS:
(Maximum of 30 minutes allowed, 3 minutes per person)

a) Mr. Tim Babcock of 117 Chatham Ct. Clayton, NC reminded Council that he spoke to them at their Regular Council meeting on July 9, 2018 and returned to further discuss the discharge of firearms.

He provided Council with information that might assist them with discussing and possibly adopting an ordinance that addresses discharging firearms as well as plan specifications for small arms shooting ranges. He thanked Council for their time, attention, and consideration of an ordinance.

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4. CONSENT AGENDA:

a) **Approval of Minutes:**
07 May 2018 Regular Council Meeting Minutes
24 May 2018 Special Meeting Minutes
04 June 2018 Regular Council Meeting Minutes
04 June 2018 Closed Session Minutes

Moved by: Council Member Jackson
Seconded by: Mayor Pro Tem Castleberry
Approved Consent Agenda.

CARRIED UNANIMOUSLY

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5. DISCUSSION AND POSSIBLE ACTION ITEMS:

a) Discussion and Consideration of MS Consultants, Inc. Contract Modification - Town Hall Expansion and ALVM Site Design

Mr. Gobble explained that MS Consultant's Contract Modification was due to their engineering design of the Archer Lodge Veteran's Memorial site foundation. He concluded that doing both the expansion and the foundation at the same time is more economical and both were included in the contractor bid proposals. Discussion followed.

The Approved Contract Modification with MS Consultants, Inc. for the design of the ALVM site foundation appears as follows:

Draft

ms consultants, inc.
engineers, architects, planners

920 Main Campus Drive
Suite 430
Raleigh, NC 27606
p 919.772.5565
f 919.779.2306
www.msconsultants.com

June 7, 2018

Matt Mullhollem, Mayor
Town of Archer Lodge, NC
14094 Buffalo Road
Clayton, NC 27527

RE: Contract Modification -- Archer Lodge Town Hall, Site Civil Design – Veteran's Memorial

Dear Mayor Mullhollem,

ms consultants presents this proposal to modify our existing contract in order to prepare design services and documentation associated with the Veteran's Memorial project located next to the town hall addition. The services shall include the grading and design of a temporary access drive to the memorial location. Also, the design shall provide site grading for the memorial grade pad location so that drainage does not sheet flow across the site. Additionally, because of the memorial's close proximity to the facility's existing septic system, **ms consultants** shall contact local Health Department authorities to coordinate design assumptions.

FEE, additional services:
Compensation for the above services shall be as follows, billed lump sum: **$ 3,950.00**

If this fee proposal and scope is acceptable to you, please provide a signature below. This fee and scope shall be an amendment to our existing executed contract and all previously agreed upon terms and conditions will apply. Once we have received formal notice to proceed, we are prepared to proceed immediately.

Should you have any questions, comments or concerns, please do not hesitate to contact me directly.

Sincerely,

Jeff Brooks, AIA
Project Manager

JAB:jab
cc: C.L. Gobble, Town Manager, file

TOWN OF ARCHER LODGE
Established
2009
NORTH CAROLINA

Signed, Approved:
Matthew B. Mulhollem, Mayor
Kim P. Batten, Town Clerk
Printed Name:
August 6, 2018
Date:

Offices in: Akron, Cleveland, Columbus, Youngstown, OH; Charleston, WV; Indianapolis, IN; Mechanicsburg, Pittsburgh, PA; Raleigh, NC

Moved by: Council Member Jackson
Seconded by: Council Member Wilson
Approved the Contract Modification with MS Consultants, Inc. for the design of the ALVM site foundation.

CARRIED UNANIMOUSLY

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b) Discussion and Consideration of Awarding the Town Hall Expansion Project including the Archer Lodge Veteran's Memorial site to a General Contractor

Mr. Gobble introduced Mr. Jeff Brooks with MS Consultants, Inc. who summarized the Bid Opening which was held on Thursday, August 2, 2018 at 2:00 p.m. in the Jeffrey D. Barnes Council Chambers. A Project Bid Tab Form was provided to the Town Council and Mr. Brooks highlighted information on the form as follows:

- Received 8 bids
- Lowest bid was roughly $48,000 under the original estimate of both projects totaling $403,000
- G & G Builders, Inc. located in Wendell, NC was the lowest bidder totaling $355,900
- References for G & G Builders, Inc. reported the Contractor was great to work with, finished jobs on time, kept projects in a forward motion even if disruptions happened, and provided good quality work
- References for G & G Builders, Inc. have been confirmed as well as their financial standing with First Citizens Bank, their Certificate of Liability Insurance and lastly their Bonding ability up to $5 million

dollars

A Letter of Recommendation from MS Consultants, Inc. to the Archer Lodge Town Council to approve G & G Builders, Inc. as the General Contractor for the Town Hall Expansion/Veterans Memorial Site Project appears as follows:

ms consultants, inc.
engineers, architects, planners

920 Main Campus Drive
Suite 430
Raleigh, NC 27606
p 919.772.5565 f 919.779.2308
www.msconsultants.com

ms

August 6, 2018

Town of Archer Lodge
14094 Buffalo Road
Clayton, North Carolina 27527

Attention: Mr. Matthew B. Mulhollem, Mayor

Reference: Archer Lodge - Town Hall Addition

Dear Mayor Mulhollem,

Please find the enclosed copy of the certified bid tabulation sheet for bids received for the Archer Lodge Town Hall Addition project.

After review of all bids received on the above referenced project, ms consultants, inc. recommends award to the low bidder of this project, G&G Builders, Inc., for their submitted base bid amount of $355,900.00 to complete the Archer Lodge Town Hall Addition project.

Prior to my recommendation, I confirmed G&G Builder's list of references, financial standing with First Citizens Bank, Certificate of Liability Insurance with Todd & Scarborough Insurance Agency, and lastly their bonding ability up to $5 million dollars for a single project thru USI and Travelers Casualty and Surety Company of America. I have included that information for your reference.

If you need any further information, please feel free to contact me.

Sincerely,

Jeffrey A. Brooks, AIA
ms consultants, inc.

Mr. Gobble reminded Council that the LGC will consider Approving the Town's Application for Installment Financing of this project at their meeting tomorrow, August 7, 2018. No further discussion.

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

Awarded the Town Hall Expansion including the Veteran's Memorial Site Project to G & G Builders, Inc. with a base bid of $355,900 to include a Performance Bond and Payment Bond and subject to LGC Approving the Installment Financing Application for this project.

CARRIED UNANIMOUSLY

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c) Discussion and Consideration of Awarding a Five-Year Lease to CEI, The Digital Office, for a Konica Minolta C258 Digital Network Copier/Scanner/Fax and Maintenance Services

Ms. Batten explained that the lease contract with COECO for the copier ends October 2018. A letter of intent to not renew with COECO was sent on July 10, 2018 to the appropriate entity.

After extensive research of three different companies, staff recommends awarding a five-year leasing contract to CEI, which is located in Raleigh, NC for the following reasons:

- locally owned

- competitive pricing
- supplies & maintenance included
- will return current equipment at no cost
- CEI was highly recommended by Attorney Hewett
- Response time being within 24 to 48 hours

No further discussion.

The Approved Lease Contract and Equipment Maintenance Agreement appears as follows:

ACO
ALFORD LEASING COMPANY

Equipment Lease Agreement

Agreement # ______________

P.O. BOX 90755, RALEIGH, NC 27675-0755

SUPPLIER: CEI THE DIGITAL OFFICE (Full Legal Name)
8701 BRICKELL AVE. (Street Address)
RALEIGH (City) NC (State) 27617 (Zip Code) WAKE (County)

LESSEE: TOWN OF ARCHER LODGE (Full Legal Name)
14094 BUFFALO RD. (Street Address)
CLAYTON (City) NC (State) 27527 (Zip Code) JOHNSTON (County)

Quantity	Equipment Model & Description	Serial Number
1	KONICA MINOLTA C258 COLOR COPIER/PRINTER/SCANNER/FAX	
	W/ 2 TRAYS STAPLE FINISHER, HOLE PUNCH	
	MAINTENANCE BILLED COST PER PAGE: B/W - $0.008 COLOR - $0.055	

☐ See attached schedule for additional Equipment

TRANSACTION TERMS:

RENT $ 89.17 (plus applicable taxes) LEASE TERM 60 MONTHS

☑ ADVANCE RENT $ 0.00 (plus applicable taxes)

PAYABLE: (check one) ☑ Monthly ☐ Other (______)

☑ SECURITY DEPOSIT $ 0.00

PURCHASE OPTION AT END OF LEASE TERM: ☑ Fair Market Value

Equipment Location (if different from Lessee address above): SAME

Lessee Contact/Telephone: KIM BATTEN 919-359-9727

We have written this Lease in plain language because we want you to understand its terms. Please read your copy of this Lease carefully and feel free to ask us any questions you may have. The words "you" and "your" mean the Lessee named above. The words "we", "us", and "our" refer to the Lessor named below.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE (INCLUDING THOSE ON THE REVERSE SIDE) SHOULD BE READ CAREFULLY BECAUSE ONLY [illegible] IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN LEASE MAY NOT BE LEGALLY ENFORCED. [illegible] THE TERMS OF THIS LEASE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDIT[illegible] THIS LEASE. THIS LEASE IS NOT CANCELABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FA[illegible] OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WA[illegible]NED. THI[illegible] IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STA[illegible] YOU AGREE TO THE JURISDICTION AND VENUE OF THE STATE COURTS OF WAKE COUNTY, NORTH CAROLINA.

ACCEPTED BY:

LESSOR: ALFORD LEASING CO., INC.
P.O. BOX 90755, RALEIGH, NC 27675-0755

BY: ______________

TITLE: ______________

DATE: ______________

PROPOSED BY:

LESSEE: TOWN OF ARCHER LODGE (Legal Name)

BY: X Kim P. Batten (Signature of Authorized Signer)

Kim P. Batten Finance Officer/ Town Clerk (Printed Name and Title)

DATE: 8/7/18 FED TAX ID#: 27-1989634

TOWN OF ARCHER LODGE Established 2009 NORTH CAROLINA

ALFORD LEASING COMPANY TERMS AND CONDITIONS

The words YOU and YOUR mean the lessee of Equipment. The words WE, US and OUR refer to Alford Leasing Company, the lessor.

1. **AGREEMENT.** WE agree to rent to YOU and YOU agree to rent from US the Equipment, as set forth on the face of the Lease ("Equipment"), and/or in any attached schedule (together, the "Lease"). YOU promise to pay US A MONTHLY PAYMENT WHICH IS SET FORTH ON THE FACE OF THE LEASE under the heading "Transaction Terms."
2. **TERM AND RENT.** This Lease goes into effect and the term of this Lease begins when all of the following conditions are met: (1) the Lease is signed by YOU, (2) the Lease is accepted by US, and (3) the Equipment is installed (the "Commencement Date"). The Lease shall continue in full force and effect from the Commencement Date through the last day of the final month of the Lease Term ("Term") as defined on the face of the Lease. The first rent payment ("Rent") is due on the date set forth in the first monthly invoice sent to YOU by US following the Commencement Date, with subsequent Rent payments due on the same day of each successive month thereafter and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by US. If meter readings are not received in a timely manner, YOUR payment obligation may be estimated by US. Your obligation to pay the Rent and other payment obligations hereunder shall be absolute and unconditional. THE LEASE IS NON-CANCELABLE, except as provided herein by timely written notice of intent to cancel the Lease delivered by YOU to US and timely return of the Equipment pursuant to the terms expressed herein.
3. **USE.** Unless otherwise provided on the face of this Lease is understood and agreed that the Rent owed by YOU to US pursuant to the Lease includes only the use of designated Equipment and accessories.
4. **TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION.** WE own the Equipment and YOU have the right to use the Equipment for the full term of the Lease provided YOU comply with the terms and conditions stated herein. The Equipment is OUR personal property, regardless of whether the Equipment may become attached to any real estate during the Term of the Lease.
5. **ASSIGNMENT.** You shall not have the right to transfer, sell, sub-rent, assign, pledge or encumber either the Equipment or any of YOUR rights under the Lease without our prior written consent during the Term of the Lease.
6. **REDELIVERY AND AUTOMATIC RENEWAL.** UPON AT LEAST SIXTY (60) DAYS WRITTEN NOTICE TO US PRIOR TO THE EXPIRATION OF THE INITIAL TERM OF THE LEASE, YOU SHALL ADVISE US OF YOUR INTENTION TO RETURN THE EQUIPMENT TO US AND TERMINATE THE LEASE AT THE EXPIRATION OF THE INITIAL TERM. Provided YOU have given such a timely notice, YOU shall return the Equipment, freight and insurance prepaid, to US in good repair and working order, ordinary wear and tear excepted, and in a manner and to a location designated by US. Alternatively, YOU can make the Equipment available to US for pick-up for a pick-up fee designated by US. IF YOU FAIL TO PROVIDE SIXTY (60) DAYS WRITTEN NOTICE OF YOUR INTENT TO TERMINATE THE LEASE AFTER THE INITIAL TERM, THE LEASE SHALL RENEW AUTOMATICALLY FOR AN ADDITIONAL THREE-MONTH TERM, AND SHALL CONTINUE TO RENEW EVERY THREE MONTHS UNTIL WRITTEN NOTICE OF YOUR INTENT TO TERMINATE THE LEASE IS DELIVERED TO US ("**AUTOMATIC RENEWAL TERM**"). During the Automatic Renewal Term, YOU shall have the right to deliver written notice of YOUR intent to terminate the Lease, and the Lease shall then terminate sixty days after receipt of said notice, with Rent equal to the Rent owed during the Initial Term of the Lease payable by YOU until the Lease terminates pursuant to the terms of this Section. If, having timely notified US of YOUR intent to terminate the Lease, YOU fail to return the Equipment to US or make the Equipment available for pick-up by US for a fee, as provided herein above, the Lease shall renew for additional terms of three (3) months each with ALCO Payments and Additional copy charges equal to 100% of the ALCO Payments and Additional Copy Charges at the expiration of the Initial term of the Lease, and the Lease shall be terminated upon written notice delivered to US by YOU in the same manner as if no written notice of your intent to terminate the Lease was delivered before the expiration of the Initial Term of the Lease.
7. **CANCELLATION.** The Lease is NON-CANCELABLE for the full Initial Term and your obligation to pay Rent and any additional charges incurred pursuant to the Lease for the full Term of the Lease cannot be canceled except as expressly provided herein.
8. **LOSS OR DAMAGE.** YOU are responsible for the risk of loss of, destruction of, or damage to the Equipment, and no such loss or damage relieves YOU from any obligation, including but not limited to payment of Rent, under the Lease. In the event of damage to, loss of, or destruction of the Equipment, YOU agree to notify US in writing within no more than five (5) days from the date such damage, loss, or destruction occurs, of such fact and shall, at OUR option and upon OUR request:
   - Repair the Equipment to good condition and working order;
   - Replace the Equipment with like equipment in good repair, condition and working order, approved by US and transfer clear title to such replacement equipment to US, and such equipment shall be subject to the Lease and be deemed the Equipment hereunder; or
   - Pay to US the value of the total of all unpaid Rent payments for the full term of the Lease, plus the estimated fair market value of the Equipment, as determined by US, at the end of the Initial Term, all discounted six percent (6%) per year whereupon the Lease shall terminate.
9. **HOLD HARMLESS.** YOU will indemnify and hold US harmless against any and all losses and cost liabilities, including attorneys' fees, which arise from any injury or damage caused in whole or in part by YOUR acts, omissions, or conduct.
10. **TAXES.** YOU agree to pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of the Rent payment or as otherwise billed by US.
11. **DEFAULT. If YOU are in default under the Lease, then WE shall have the right to accelerate payment due for all outstanding Rent owed for the remaining Lease Term.** YOU shall be in default of this Lease upon occurrence of any of the following events:
    - YOU fail to timely pay any Rent payment or other sum when due, and such non-payment is not remedied within five (5) days of request for the same from US;
    - YOU breach any warranty or other obligation under the Lease, or any other agreement with US; or
    - YOU, or any guarantor to the Lease, or any of YOUR partners, shall voluntarily file or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or have a trustee, receiver or liquidator otherwise appointed.
12. **REMEDIES. In the event of default, in OUR sole discretion,** WE shall have the right to exercise one or more of the following remedies against YOU:
    - Collect interest on all monies due to US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event shall WE collect more than the maximum interest rate permitted by law; and
    - Require YOU to pay (i) all expenses incurred by US in connection with the enforcement of any remedies available to US described herein, including all expenses of repossession, storing, shipping, repairing and selling the Equipment and (ii) reasonable attorneys' fees.
    - Notwithstanding anything to the contrary contained herein, whenever Rent and/or any additional charges are owed to US by YOU pursuant to the Lease, and payment is not received within five (5) days of the time such Rent or charges become due, YOU shall pay to US in addition to the owed balance a late fee equal to $100.00. This amount shall be owed to US as compensation for our internal operations expenses resulting from the delayed payment.

    No failure on OUR part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of the Lease. A waiver of default shall not be construed as a waiver of any other or subsequent default.
13. **WARRANTY OF BUSINESS PURPOSE.** YOU hereby warrant and represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.
14. **NOTICE.** Written notices will be deemed to have been given when delivered personally or two (2) days from the date that they are deposited with the United States Postal Service, postage prepaid, addressed to such party at its address is set forth on the face of the Lease or at such other address as such party may have subsequently provided in writing.
15. **ENTIRE AGREEMENT; SEVERABILITY; WAIVERS.** The Lease contains the entire agreement and understanding between YOU and US. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of the Lease which for any reason may be held unenforceable in a court of competent jurisdiction shall not serve to invalidate the remaining provisions of the Lease, which shall continue thereafter in full force and effect. It is further agreed that all rights and remedies of the parties are governed exclusively by the Lease.
16. **MISCELLANEOUS.** YOU authorize us (or our agent) to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we will charge you a fee of $95.00 to cover our documentation and investigation costs.

Non-Appropriation Addendum (for State or Local Governmental Lease or Loan)

Lessee/Renter/Customer:	Title of lease, rental or other agreement:
TOWN OF ARCHER LODGE	KONICA MINOLTA C258 dated
Lessor or Lender: ALFORD LEASING COMPANY	**Lease, rental or contract #:**

This Non-Appropriation Addendum (this **"Addendum"**) is made by and between the above-referenced lessee, renter or other customer (**"Customer"**) and the above-referenced lessor or lender (**"Creditor"**).

Introduction: Customer and Creditor are simultaneously herewith entering into the above-referenced lease, rental, loan or other credit agreement (the **"Agreement"**); and Customer and Creditor wish to modify and/or supplement the terms of the Agreement, as more particularly set forth herein below. This Addendum shall be effective as of the same date as the Agreement (the **"Effective Date"**).

1. **Incorporation and Effect**. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, *provided that*, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control. In entering into this Addendum, it is the intent of Customer and Creditor to conform the terms and conditions of the Agreement to the requirements of all applicable federal, state and local laws, rules and regulations relating to governmental entities and public finance. If any term or condition of this Addendum is unenforceable or unlawful, then such provision shall be deemed null and void without invalidating the remaining provisions of the Agreement.

2. **Definitions**. Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement. As used in this Addendum, the following terms shall have the following-described meanings:

   "Goods" shall have the same meaning as the term "Equipment," "Leased Equipment," "Goods" or "Property" (or a similar term) as defined and used in the Agreement.

3. **Non-Appropriation of Funds**. Customer hereby represents, warrants and covenants to Creditor that: (a) Customer intends, subject only to the provisions of this Section 3, to remit to Creditor all sums due and to become due under the Agreement for the full multi-year term thereof; (b) Customer's governing body has appropriated sufficient funds to pay all amounts due to Creditor during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all such payments for the full multi-year term can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which all such payments to become due during the full multi-year term of the Agreement, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Customer's governing body. In the event Customer's governing body fails to appropriate sufficient funds to make all payments and pay other amounts due and to become due during Customer's next fiscal period, Customer may, subject to the terms hereof, terminate the Agreement as of the last day of the fiscal period for which appropriations were received (an **"Event of Non-appropriation"**). Customer agrees to deliver notice of an Event of Non-appropriation to Creditor at least 30 days prior to the end of Customer's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation and to return the Goods pursuant to the return requirements stated in the Agreement on or before the effective date of termination. In the event the Agreement is terminated following an Event of Non-appropriation, Customer agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Customer shall not purchase, lease, rent or otherwise acquire any personal property performing functions similar to those performed by the Goods, for use at the site where the Goods are located, except as may be required for public health, safety or welfare purposes. Customer and Creditor understand and intend that Customer's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies.

4. **Additional Representations, Warranties and Covenants of Customer**. In addition to the other representations, warranties and covenants made by Customer as set forth in the Agreement, Customer hereby represents, warrants and covenants to Creditor that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated herein and therein and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their terms, and Customer has complied with such public bidding requirements as may be applicable to the Agreement and this Addendum and the transactions contemplated herein and therein, (d) upon Creditor's request, Customer will provide Creditor with a copy of Customer's current financial statements within 150 days after the end of each fiscal period, and (e) during the term of the Agreement, unless and until the Agreement is terminated in accordance with Section 3 above, Customer shall provide to Creditor, no later than 10 days prior to the end of each fiscal period, with current budgets or other proof of appropriation for the ensuing fiscal period, and such other financial information relating to Customer's ability to continue the Agreement, as Creditor may request. **Customer hereby acknowledges that the representations, warranties and covenants made by Customer in this Addendum and those set forth in the Agreement are being materially relied upon by Creditor in entering into the Agreement and this Addendum.**

5. **Indemnification**. To the extent Customer is or may be obligated to indemnify, defend or hold Creditor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 3 above.

6. **Remedies**. To the extent Creditor's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

7. **Governing Law**. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

8. **Miscellaneous**. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. A facsimile or other copy of this Addendum with facsimile or copied signatures shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

Customer: TOWN OF ARCHER LODGE	Creditor: ALFORD LEASING COMPANY
By: x Kim Batten	By: X
Print: KIM P BATTEN	Print:
Title: FINANCE OFFICER / TOWN CLERK	Title:

TOWN OF ARCHER LODGE Established 2009 NORTH CAROLINA

58514 v10

CEI
THE DIGITAL OFFICE

P.O. Box 90635 • Raleigh, NC 27675 • (919) 781-8885 • (919) 781-0222 Fax

Equipment Maintenance Agreement

In order to assist our customers in maintaining their copier or facsimile equipment in efficient operating condition: Commercial Equipment Inc. agrees to furnish service and install parts for the copier or facsimile equipment below on the conditions set forth herein.

Ship To:

TOWN OF ARCHER LODGE
Customer Name

14094 BUFFALO RD.
CLAYTON, NC 27527
Address

Bill To:

TOWN OF ARCHER LODGE
Customer Name

14094 BUFFALO RD.
CLAYTON, NC 27527
Address

Equipment to be covered by Maintenance Agreement: **Billing Interval: Monthly**

Make & Model	Serial #	Equip. ID #	CPC Rate
Konica Minolta C258			B\W- $0.008 Color- $0.055

To be billed in lease payment

Coverage period for above listed equipment will begin on 10/01/2018 and end on 09/30/2023

BEGIN METER READING b/w -

color-

Listed equipment will be maintained under the terms and conditions specified on the reverse side of this sheet.
Items not covered under the maintenance agreement are PAPER, STAPLES, AND NETWORK SUPPORT

ACCEPTED BY: Kim P Batten

Customer Signature KIM P. BATTEN

FINANCE OFFICER/ TOWN CLERK 8/7/2018
Title Date

CEI Authorized Signature

Title Date

TOWN OF ARCHER LODGE
Established
2009
NORTH CAROLINA

EQUIPMENT MAINTENANCE AGREEMENT (EMA) TERMS AND CONDITIONS

EMA

For maintaining the walk-up copying functionality of the base copier equipment, CEI agrees to perform maintenance service in accordance with the following terms and conditions:

1) The equipment shall be in good working condition on the date of commencement of this agreement.

2) CEI will furnish all parts and labor for repairs and maintenance necessitated by normal usage of the walk-up copying/faxing function of the serialized equipment during CEI's normal business hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, exclusive of holidays.

3) SMA agreements include toner, developer, PM kits and drums in an amount consistent with the manufacturer's published yields and servicing intervals.

4) The term of this agreement will be for 1 year ending on the date shown on the reverse side hereof, or the designated number of prints/copies. This agreement continues in effect at the existing rate ~~with increases not to exceed 12.5% annually for periods of similar length unless cancelled. The annual billing option may expire by meter count before the end of the year~~. This agreement will automatically renew for each year thereafter at the then prevailing rates, or as otherwise stated, unless cancelled by either party in writing at least 30 days prior to the expiration date. ~~If cancellation occurs prior to anniversary date, liquidated damages of 6 times the monthly fee or an amount equal to parts and supplies used for 6 months prior will be invoiced.~~

5) The amount of the charges under this agreement shall be licensed by the amount equal to any applicable tax now or hereafter assessed, levied, or imposed by the federal, state, or local authority, on such charges, on this agreement upon the service rendered or parts supplied. Additional fees and surcharges may apply.

6) This agreement does not cover:
   a) Service necessitated by the malfunction of Non-Original Manufacturer's Equipment parts, supplies, attachments, or supplies not authorized by CEI.
   b) Repairs or cleaning necessitated by the improper installation of toner, developer, or foreign agents.
   c) Exterior hardware including: door, covers, hinges, operation panel, stands, wheels, castors, work tables, exit trays, document lids, ADF covers, staplers, paper cassettes, sheet by-pass, instruction manuals, drivers, etc. which may become broken, lost or damaged.
   d) Exterior or add-on copy counting or monitoring devices (i.e. Hecon, Equitrac, ecopy, etc.).
   e) Major in-shop rebuilding for machines that have exceeded their manufacturer's recommended life.
   f) Circuit board failures unless a CEI approved surge protection device is installed inline with the listed equipment. Surge protection can be purchased through CEI at a one-time cost per machine.
   g) Replacement or repair of any network devices not directly involved with the walk-up copying process. (i.e. controllers, (internal or external), memory, printing systems, storage devices (internal or external), drivers, harnesses, wiring, hard drives, network harnesses or cards.) A separate service agreement may be purchased for the items listed in 6g.
   h) Calibration of the Fiery Print Controller, CREO Print Controller, Micropress Device or any other 3rd party print controller that will interface with the networked copier equipment.
   i) Service or repair of optional print server/monitor offered by CEI to be used with any wide format printing and scanning system – any print server/monitor that is provided is covered only by manufacturer warranty.

7) Customer agrees to:
   a) Provide suitable electrical service and maintain proper environmental conditions.
   b) Pay for the special servicing that may be required to prepare the equipment for movement or to reinstall and adjust after a movement.
   c) Provide CEI with meter readings as needed and to accept estimated meter readings based on service history for billing purposes. ~~Pay additional .003 cents per scan, when scans exceed agreement minimum or actual print usage.~~
   d) Expense incurred for supplies consumed in the course of service performed by CEI technical personnel or damaged/misused by the customer are non-recoverable and replenishment of such supplies is the sole responsibility of the customer, as well as freight expenses for supplies.
   e) Pay CEI its reasonable attorney fees, plus court costs and out-of-pocket expenses, incurred in enforcing this agreement.

8) CEI is not responsible for delays of service due to manufacturers' non-availability of the customer parts or supplies necessary to complete such service as described in this agreement, CEI may use any parts appropriate for a safe and complete repair, including manufacturer's modifications.

9) This agreement is non-transferable, non-refundable, & becomes void upon sale or transfer of equipment. CEI may apply any unused portion of the annual maintenance charges toward future purchase with CEI.

10) CEI may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement, or acquires a past-due balance for services rendered and/or products sold of more than 60 days from date of invoice.

11) This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force, and any loss or damage occurring from uncontrollable circumstances.

Customer specifically agrees that NO OTHER representative, constitutions or warranties other than those set forth specifically in writing herein have been made or have been relayed in the making of this agreement.

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

Awarded CEI a Five-Year Lease for a Konica Minolta C258 Digital Network Copier and Equipment Maintenance.

CARRIED UNANIMOUSLY

6. TOWN ATTORNEY'S REPORT:

a) Attorney Hewett advised that the Closing Dates for both the Park Land Acquisition and the Town Hall Expansion/Veterans Memorial Site Project are pending and contingent on receiving approval from the Local Government Commission (LGC).

7. ADMINISTRATIVE CONSULTANT'S REPORT:

a) Mr. Gobble reported on the following:

- He and Ms. Batten would attend the LGC Meeting in Raleigh, NC on Tuesday, August 7, 2018 regarding their Consideration to Approve the Town's Installment Financing Applications for Park Land Acquisition and for the Town Hall Expansion/Veteran's Memorial Site Project.
- Today, he and Ms. Batten met with Adam Lindsey, Clayton Town Manager and Police Chief Blair Myhand to explore the option of

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Clayton Police Department providing law enforcement back-up as needed for Amber Butler, Animal Control Officer for Archer Lodge. All agreed that an Inter-Local Agreement was a possibility and will ask Attorney Hewett to DRAFT an agreement to begin the process.

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8. FINANCIAL/TOWN CLERK'S REPORT:

a) July 31, 2018 Financials & Year-to-Date Comparison (FY18 to FY19)

With the beginning of the fiscal year, Ms. Batten noted that the July revenues are extremely low for the General Fund. She reviewed all three funds: General Fund, Capital Reserve Fund and Park Reserve Fund with Council Members. In comparison with July 2017, the revenues received in 2017 were slightly higher than those in 2018. Also, expenditures were higher in July 2018 than in 2017 due to: 1) the request from ALCC to provide additional funding for their fall projects and 2) Professional Fees incurred from MS Consultants for Architectural/Engineering Design of the Town Hall Expansion/ALVM Site project. No further discussion.

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9. PLANNING/ZONING REPORT:

a) Mr. Clark shared the following:

- Recommended law enforcement back-up for Amber Butler, Animal Control Officer, due to a couple of difficult situations he encountered before she join the Town
- Covered Bridge Road Project is about 75% planned by NCDOT officials with potential sidewalks for certain areas
- Staff and Council Members Bruton and Locklear provided input on choosing the design firm for the Bicycle/Pedestrian Grant. Hopefully designing will begin in early fall
- Potential minor subdivision with 10 to 14 lots
- Continuing to work on Non-Residential guidelines manual.

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10. VETERAN'S COMMITTEE REPORT:

a) Mike Mulhollem reported on the following:

- Met with Parker Monument, Knightdale, NC to assist with centerpiece with a lower quote
- Thanked the Town for supporting their efforts with the memorial
- Additional fund raiser was offered to sell 12 x 12 brick pavers to local businesses with their logos
- Goal is for the project to be completed by Veteran's Day 2018

Council Member Wilson added that the monthly biscuit sale would be Friday, August 17, 2018.

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11. MAYOR'S REPORT:

a) Mayor Mulhollem reminded Council of the LGC meeting on August 6, 2018 at 2:30 p.m. and reiterated that Mr. Gobble and Ms. Batten will be attending in hopes of both applications being approved.

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

a) Council Member Wilson announced the TJCOG's Regional Summit will be on Thursday, September 27, 2018 at the Dennis A. Wicker Civic Center located in Sanford, NC and all are welcome to attend. He offered appreciation to Mr. Babcock for providing information on discharging firearms to Council.

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b) Council Member Jackson shared with Mr. Babcock that prohibiting firearms had been brought to Council's attention earlier in the year and at a very busy time for the Council. However, the item needs to be addressed.

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c) Mayor Pro Tem Castleberry thanked the Veteran's Committee for all of the things they have accomplished and was proud to share their accomplishments with his acquaintances. He commended USMC/Vietnam Veteran Steve Mulhollem, who passed away on July 27, 2018, for his accomplishments on the Veteran's Committee, and that he would be missed.

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d) Council Member Bruton thanked the Archer Lodge Boy Scout Troop 421 for attending the meeting, and welcomed them back anytime, Mayor Mulhollem reiterated.

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13. ADJOURNMENT:

a) No Further Business

Moved by: Council Member Jackson
Seconded by: Mayor Pro Tem Castleberry
Meeting adjourned at 7:36 p.m.

CARRIED UNANIMOUSLY

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Work Session - Minutes
Monday, August 20, 2018

COUNCIL PRESENT:
Mayor Mulhollem
Mayor Pro Tem Castleberry
Council Member Bruton
Council Member Jackson
Council Member Locklear
Council Member Wilson

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

COUNCIL ABSENT:

MEDIA PRESENT:
None

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1 WELCOME/CALL TO ORDER:

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

2 ORDER OF BUSINESS:

a) Fall Retreat ~ Mayor Mulhollem

Mayor Mulhollem reminded everyone of the discussion at the February 24, 2018 Long Range Planning Session regarding having a Fall Follow-up Planning Session. He asked Council to prepare to discuss their ideas and dates at the next Council Meeting. Discussion followed.

Having received LGC approval on both installment financing applications, Mayor Mulhollem announced that the Town of Archer Lodge closed today, August 20, 2018, on the Town's first municipal park land thus acquiring 30.48 acres, located along Castleberry Road, Clayton, NC, that was formerly owned by Mr. and Mrs. George E. Smith. Those in attendance for the closing that was held at the office of Attorney Larry Kristoff, located in Clayton, NC., were: George and Janice Smith; Tim Smith, their son; Jerry Jones, Home Town Realty; Mayor Mulhollem; Kim Batten, Town Clerk and Attorney, Larry Kristoff.

Also, Mr. Gobble shared that once the appraisal on the current Town property is approved, KS Bank will possibly close on the loan by the end of August for the Town Hall Expansion Project and Grading of the Veteran's Memorial Site. Town Attorney along with Jeff Brooks, MS Consultants, Inc., prepared the Construction Contract between the Town and G & G Builders, Inc. that will be on the September 04, 2018 Agenda for approval.

Council Member Castleberry suggested that Council meet to view the Park Land property, which will help them visualize the potential of the area. Discussion followed.

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b) Maintenance of Land ~ Mayor Mulhollem

Mayor Mulhollem opened discussion regarding the maintenance of the Park Land until development begins which may take 2 - 3 years. He offered that in the past, a farmer leased the farm and kept up the area around the old farm house and shed. Discussion followed.

Ms. Batten noted that she provided the NC League of Municipalities documentation to insure the land and structures.

c) **Landscape Architectural Services for Land along with PARTF (Parks and Recreation Trust Fund) Process Review ~ Bob Clark/C.L. Gobble**

Mr. Gobble gave a brief explanation of the proposal provided by Susan Hatchell, Landscape Architect, PLLC, for consideration of the park land property. He stated that her proposal details the scope of her work as site planning and PARTF assistance and doesn't include construction phase.

Mr. Clark mentioned that the PARTF Grant Application due date is May 1, 2019 and is very competitive. He gave a detailed explanation of the process. Being the first park in Archer Lodge is an advantage for the Town to receive PARTF grant funds. Both Mr. Gobble and Mr. Clark noted that a typical PARTF Grant ranges from $200,000 - $250,000 but with a great application, the Town could receive grant funds up to $500,000. He noted that PARTF Grants are matching grants and reimbursing grants. Discussion followed.

Mayor Mulhollem appreciated great leadership and commitment in the past, present and of course, in the future. He also thanked staff and others for their involvement and expertise.

d) **Part-Time Town Administrator ~ Mayor Mulhollem**

Mayor Mulhollem shared that the FY19 Budget funded a part-time Town Administrator. He said that before Mr. Gobble retires for a 2nd time from municipal government, the Town should consider hiring a person for this position, so that he/she can learn from him. Discussion followed.

e) **Preliminary Discussions Regarding Citizen Complaints on the Discharge of Firearms in Subdivisions ~ Mayor Mulhollem**

Mayor Mulhollem opened a preliminary discussion regarding complaints on the discharge of firearms in subdivisions. He advised Council that public safety is of high importance as well as enforcing ordinances. Mayor Mulhollem stated that he would discuss with Staff and the Town Attorney in the coming weeks for ideas and potential options as well as speak with Sheriff Bizzell. He noted that he would follow-up with Council. Discussion followed.

3 GENERAL UPDATES:

a) **Town Hall Expansion/ALVM Site Project**

Mr. Gobble mentioned that the Town Hall Expansion/Veteran's Memorial Site Project should begin within the next two weeks. Council Member Wilson and Mayor Mulhollem asked that pictures be captured for historical purposes.

b) **Town Vehicle**

Mayor Mulhollem announced that the Town leased a 2018 Jeep Cherokee for Council and Town Staff to utilize for town business.

c) **Review September Meetings Schedule**

Mayor Mulhollem reminded Council that the due to Labor Day being Monday, September 3, 2018, the Regular Town Council Meeting will be held Tuesday, September 4, 2018, and the September Work Session will be on Monday, September 17, 2018, as normal.

4 ADJOURNMENT:

a) Mayor Mulhollem concluded the meeting by thanking the George E. Smith Family for working with the Town on the purchase of Park Land Property to create great opportunities for the Archer Lodge Community.

Having no further business, Mayor adjourned the meeting at 8:00 p.m.

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Draft

Regular Council - Minutes
Tuesday, September 4, 2018

COUNCIL PRESENT:
Mayor Mulhollem
Mayor Pro Tem Castleberry
Council Member Bruton
Council Member Jackson
Council Member Locklear
Council Member Wilson

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

COUNCIL ABSENT:

MEDIA PRESENT:
None

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1. WELCOME/CALL TO ORDER:

a) Invocation

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

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b) Pledge of Allegiance

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

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2. APPROVAL OF AGENDA:

a) No additions or changes noted.

Moved by: Council Member Wilson
Seconded by: Council Member Jackson
Agenda Approved.

CARRIED UNANIMOUSLY

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3. OPEN FORUM/PUBLIC COMMENTS:
(Maximum of 30 minutes allowed, 3 minutes per person)

a) No Public Comments

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4. CONSENT AGENDA:

a) Approval of Minutes:
11 June 2018 Special Meeting Minutes
11 June 2018 Closed Session Minutes
18 June 2018 Work Session Minutes

Moved by: Council Member Jackson
Seconded by: Mayor Pro Tem Castleberry
Approved Consent Agenda.

Draft

CARRIED UNANIMOUSLY

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

a) Discussion and Consideration of Approving a Resolution Approving Financing Terms with KS Bank, Inc. for the Expansion of Town Hall and the Archer Lodge Veteran's Memorial Site (RESOLUTION# AL2018-09-04)

Mayor Mulhollem explained the Resolution# AL2018-09-04 was formally approving the financing terms with KS Bank, Inc. for a loan of $405,000, an interest rate not exceeding 3.37% for a 15-year term. He added that the closing date had been set for Tuesday, September 11, 2018 at 3:00 p.m. at Hewett Law Group, Selma, NC. No further discussion.

The Approved Resolution# AL2018-09-04 Approving Financing Terms with KS Bank, Inc. for the Expansion of Town Hall and the Archer Lodge Veteran's Memorial Site appears as follows:

RESOLUTION# AL2018-09-04

TOWN OF ARCHER LODGE
RESOLUTION APPROVING FINANCING TERMS
WITH KS BANK, INC. FOR THE EXPANSION OF TOWN HALL
AND THE ARCHER LODGE VETERAN'S MEMORIAL SITE

WHEREAS: The Town of Archer Lodge (the "Town") has previously determined to undertake a project for the financing of the town hall expansion and the veterans memorial site, (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

1. The Town hereby determines to finance the Project through KS Bank, Inc. ("KSB"), in accordance with the proposal dated June 22, 2018. The amount financed shall not exceed $405,000.00, the annual interest rate shall not exceed 3.37%, and the financing term shall not exceed fifteen (15) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Town are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution, the Financing Documents shall include a Financing Agreement and Deed of Trust and a Project Fund Agreement as KSB may request.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Town officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Town shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Town hereby designates its obligations to make principal and interest payments under the Financing Documents as 'qualified tax-exempt obligations' for the purpose of Internal Revenue Code Section.

5. The Town intends that the adoption of this resolution will be a declaration of the Town's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the KSB financing described above. The Town intends that funds that have been advanced, or that may be advanced, from the Town's general fund or any other Town fund related to the project, for project costs may be reimbursed from the financing proceeds.

RESOLUTION# AL2018-09-04

6. All prior actions of Town officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

NOW THEREFORE, BE IT RESOLVED that the Archer Lodge Town Council hereby approves the Resolution Approving Financing with KS Bank, Inc. for the Expansion of the Town Hall and the Archer Lodge Veteran's Memorial Site.

DULY ADOPTED THIS 4TH DAY OF SEPTEMBER 2018
WHILE IN REGULAR SESSION.

_____________________(SEAL)
Matthew B. Mulhollem, Mayor

ATTEST:

_____________________(SEAL)
Kim P. Batten, Town Clerk

TOWN OF ARCHER LODGE
Established
2009
NORTH CAROLINA

Moved by: Council Member Wilson
Seconded by: Council Member Jackson
Approved Resolution# AL2018-09-04 Approving Financing Terms with KS Bank, Inc. for the Expansion of Town Hall and the Archer Lodge Veteran's Memorial Site.

CARRIED UNANIMOUSLY

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b) Discussion and Consideration of Approving an Agreement between the Town of Archer Lodge and Susan Hatchell Landscape Architecture, PLLC for the following Project with regards to the Smith Land Purchase:

- **Town of Archer Lodge Public Input**
- **Site Specific Master Plan**
- **PARTF Assistance**

Mayor Mulhollem summarized the former relationship between the Town and Susan Hatchell, and shared her expertise and experience working with PARTF Grants. Council Member Bruton inquired about getting a larger print of her park plans. Mr. Clark explained that the 11" x 17" is the maximum size that is included in the PARTF application, and for an additional cost, a larger print of the Park Plans could be provided later. Council Member Wilson mentioned that the Town would be relying on a 3-year old study, and there has been a lot of growth. Mayor Mulhollem and Mr. Gobble agreed and advised that there will be new meetings and possibly a new study. Mayor Mulhollem suggested that the Town commit to having the best plans for the park land property, and not have any regrets. Mr. Gobble suggested that Town Council visit some parks to get new ideas, and he also recommended they visit the Smith Land to get a visual of the layout. Council Member Castleberry questioned whether there were any survey maps and Mayor Mulhollem explained that a survey would need to be done and it could possibly be covered by the PARTF Grant. Bob Clark shared that the deadline for the PARTF Application is May 1, 2019, and reiterated the PARTF Grant time-line. He added that there is zero costs to apply. Discussion followed.

The Approved Agreement between the Town and Susan Hatchell Landscape Architecture, PLLC appears as follows:

AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This Agreement, effective as of August 20, 2018 is between the Town of Archer Lodge and Susan Hatchell Landscape Architecture, PLLC in Raleigh, NC for the following Project:

Town of Archer Lodge Public Input, Site Specific Master Plan, and PARTF Assistance

Article 1 Landscape Architect's Basic and Additional Services

Scope: Town of Archer Lodge Park Site Planning and PARTF Assistance

Study Area - The project study area is defined as the new Park Property in the Town of Archer Lodge in North Carolina.

Task 1: Project Kick-Off Meeting:
The Consultant will begin the planning efforts with a kick-off meeting with the Client and staff to discuss the scope of work, project program, project timeline, project deliverables, and future meetings. The Client will invite participants, and set the location, date and time of meetings. (One Meeting in Archer Lodge)

- Site visit to park property, compilation of Park Site information; soils, topography, hydrology, etc.

Base mapping to be provided by the Town or acquired by available GIS data. One site visit is included in this task, to be scheduled concurrently with the project kick-off meeting.

Task 2: Site Master Plan Concept Phase:
The Consultant will prepare a Draft Site Master Plan of the new Park Property. The Environmental Review is included in this task. A PDF copy of each will be sent to the Town for review and approval prior to the Public Input Session. (One Meeting in Archer Lodge)

Task 2 Deliverables: Environmental Review
Draft Site Master Plan to show facilities
Cost Estimate

Task 3: Public Input Session:
The Consultant will present the Site Master Plan to the public at one Public Input Session in Archer Lodge. This meeting will provide an opportunity for feedback, comments, and questions regarding the plan. Proper prior notification to the public, and Public Meeting location, time, date and advertisement will be by the Client. Consultant will conduct the meeting, and prepare minutes to summarize comments. (One Meeting)

Task 3 Deliverables: Draft Site Master Plan Map for project to be provided for meeting, with smaller handout size copies
Meeting Minutes, attendee list, and public comments for inclusion in PARTF Application

Task 4: Prepare Draft Park Site Master Plan and Site-Specific Master Plan Document:
The Consultant will prepare the Draft Site Master Plan and Site-Specific Master Plan that includes new proposed facilities for the park. A PARTF cost estimate and vicinity map will also be prepared.

Task 4 Deliverables: Rendered Site Master Plan (11 x 17)
Site Master Plan with PARTF Outlines (11 x 17)
Cost Estimate and Site Vicinity Map
Meeting with client

Task 5: Presentations to Parks Board, Public and Council:
The Consultant will present the Site Master Plan and Site-Specific Master Plan that includes new proposed facilities for the park for approval. A PARTF Final Master Plan document, cost estimate and vicinity map will be presented.

Task 5 Deliverables: Up to two presentations to boards and councils in Archer Lodge
(Minutes to be taken by Archer Lodge Clerk)
Site Master Plan (11 x 17)
Site Master Plan with PARTF Outlines (11 x 17)
Site Specific Master Plan Document
Cost Estimate and Site Vicinity Map

Task 6: Other PARTF Application Materials Provided by the Consultant and Client:
The Consultant will prepare the required number of copies of the PARTF Application elements listed below. The Client will deliver the required number of copies of the portions of the Application they are responsible for to the Consultant for inclusion in the PARTF Application.

Task 6 Consultant Deliverables: Checklist for the Application
Description and Justification for the project (with Client Assistance)
Project Costs
Parks and Recreation Systemwide Plan for the Jurisdiction (Previously prepared in January 2015)
Recreational Needs Survey (Previously prepared in January 2015)
Site Plan & Vicinity Map
Environmental Review
Scoring System (with Client Assistance)
Master Plan for the Park (site specific)
Site Specific Master Plan Document
Documentation of Surveys/Public Involvement

Task 6 Client Deliverables: Applicant's Basic Facts and Assurances
Sources of the Applicant's Matching Funds
Attorney's Certification of Site Control
Proof of Site Control
Legal Description of the Land
Agenda, minutes, or other documentation from two or more civic group presentations that the Town coordinates
Capital Improvement Plan for Parks and Recreation
Local Board Minutes or Resolution for Adoption/Acceptance of Both Planning Documents and PARTF application

Task 7: PARTF Grant Application Assembly:
The Consultant will compile the PARTF Application. The Client shall deliver to the Consultant the required number of copies of the Deliverables listed in Task 5 above as hard copies and one digital PDF for inclusion in the package.

One digital PDF and one hard copy of the final PARTF Application package will be provided to the client. The Consultant will prepare the PARTF Application package (including copies for information prepared by the Consultant) and deliver to the RRS Main Office in Raleigh, NC.

Task 7 Deliverables: Final PARTF Application

Breakdown of Tasks by SHLA (Consultant) and Client (Town of Archer Lodge):

All Applications	Page Ref.	Number of Copies	SHLA will provide	Town of Archer Lodge to Provide
1. Checklist for Submitting a Complete Application	6	2	X	
2. Applicant's Basic Facts and Assurances	7	3		X
3. Description and Justification for the Project	8	15	X	assistance
4. Project Costs	10 - 11	5	X	
5. Site Vicinity Map	13	4	X	
6. Scoring System	20-25	3	X	assistance
7. Site Plan	12	15	X	
Projects to Construct or Renovate Facilities				
8. Environmental Review	18-19	3	X	
9. Attorney's Certification of Site Control	9	2		X
10. Local Government & School Joint-Use Agreement	5	If applicable, 2	N/A	N/A
Projects to Acquire Property				
11. Acquisition Form	17	4	N/A	N/A
12. Appraisal or Statement of Value	16	4	N/A	N/A
13. Legal Description of the Land	18	27	N/A	N/A
14. Plan for Future Development (for acquisition only projects)	15	If applicable, 4	N/A	N/A
15. History of Conveyance (for donated land)	15	If applicable, 2	N/A	N/A
Documents for the Scoring System				
16. Master Plan for the Park	20 & 27	If available, 3	X	
17. Parks and Recreation Systemwide Plan for the Jurisdiction	21 & 28	If available, 3	X	
18. Capital Improvement Plan for Parks and Recreation	21 & 28	If available, 3		X
19. Documentation of Surveys or Public Involvement	22 & 29	If available, 3	X	X
20. Local Board Minutes or Resolution for Adoption/Acceptance of Planning Documents	20, 21 & 22	If available, 3		X

B. Additional Services beyond Landscape Architect's Basic Services may be provided if confirmed in writing.

Page **3** of **8**

The following is a list of services that are NOT included in the Basic Services listed above:

- Surveying services are not included with this proposal. Surveys, elevations, and locations of underground or above ground utilities, facilities, or plants are not included in this proposal.
- Public input and public meetings not specifically listed above.
- Revisions to previously prepared Comprehensive Parks and Recreation Master Plan of January 2015.
- Detailed cost estimates.
- Copies of Park Master Plan in excess of those listed.
- Tree survey is not included.
- Environmental engineering - such as identification or mitigation or wetlands, streams, Stream buffers, FEMA floodways, flood plain, endangered species, etc.
- Administration of outside consultant's contracts for wetlands, environmental, surveying, geotechnical services, or coordination of their work is not included in this proposal.
- Reviews and revisions are included in the proposal as listed above. Additional reviews, revisions or presentations would constitute Additional Services.
- Renderings and sketches other than those listed above.
- Fast track scheduling that would require overtime pay for SHLA employees would require additional compensation.
- Preparation of Mylar plans, bid sets, sections, elevations or sketches.
- Plans for construction, or bidding or reproduction of bid sets.
- No reviews or permitting processes are included.
- Construction phase services are not included.
- Landscape maintenance plans are not included in this proposal.
- As built drawings are not included as a Basic Service.
- Relocation of utilities is not included.
- Preparation of construction contracts is not included.
- Preparation of front-end documents is not included.
- Services not specifically listed in the above Scope of Services are not included.

C. Excluded Services are not a part of Landscape Architect's Basic or Additional Services and are the responsibility of others. Excluded Services include, but are not limited to, the following:

- Subsurface conditions
- Soil issues (including suitability for plant material, soil content, level of compaction);
- Lot line location or surveying services
- Hazardous waste identification or removal
- Wetland delineation or mitigation
- Design of onsite retention, BMPs or detention
- Above or subsurface utility locations
- Electrical engineering or lighting design
- Retaining wall design or structural engineering

D. Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession.

Article 2 Client's Responsibilities

A. Client agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations and any other related items requested by Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items.

B. Client shall furnish the services of the following consultants if their services are deemed to be necessary: surveyors, environmental specialists, structural engineers.

C. Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions.

D. Client will pay for all necessary permits from authorities with jurisdiction over the Project.

E. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

F. Client and Landscape Architect will each name one Project Manager for the Project to serve for communication and coordination.

Article 3 Estimated Schedule and Project Budget

A. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

B. As of the date of this Agreement, Client's Project and construction budget has not been established. Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget or to the Project's scope may require Additional Services of Landscape Architect.

C. Schedule:

Tasks will be completed by May 1, 2019

Article 4 Compensation and Payments

A. Client agrees to pay Landscape Architect as follows:

1. Basic Services:
   A. Basic Services Fee (includes, Site Plan, survey, public input session and PARTF Application assistance): $23,460
      (Includes mileage to meetings, incidental printing, copying for PARTF Application as listed, scanning and postage)

   * SHLA will submit invoices for Basic Services on a monthly basis

2. Additional Services:

   A. Additional Meetings with client $600 each
   B. Rendered 24 x 36 color mounted plan $1,600
   C. Extra Presentations to boards, civic groups $1,200 each
   D. Standard Hourly Rates and Direct Expenses are as follows:
      SHLA, PLLC Professional Fees:

Landscape Architect	$145
Landscape Project Mgr	$95
CAD/Designer	$90
Landscape Designer	$85

*Overtime rates, if required to meet project deadlines, are 1 1/2 the above rates.

B. Reimbursable Expenses for Additional Services include, but are not limited to: reproduction, postage, and handling of documents; long distance and facsimile charges; authorized travel; and Client requested renderings and models.

C. Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Landscape Architect upon receipt of invoice. An amount equal to 1.5% per month will be charged on all amounts due more than 30 days after the date of invoice. Landscape Architect may stop work if Client is 60 days overdue on any previous payments.

Article 5 Termination

A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.

B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Article 6 Dispute Resolution

A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

Article 7 Use and Ownership of Landscape Architect's Documents

A. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.

Article 8 Miscellaneous Provisions

A. This Agreement is governed by the law of Landscape Architect's principal place of business.

B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.

C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.

E. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.

F. Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.

G. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

H. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.

I. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.

J. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

K. Susan Hatchell maintains the following Insurance:

- Workers' Compensation Insurance of $1,000,000 each accident.
- General Liability Insurance coverage of $1,000,000 per occurrence, $2,000,000 aggregate
- Professional Liability Insurance of $1,000,000 per occurrence, $2,000,000 aggregate.

Certificates evidencing the policies and endorsements set forth above and are available to the client. If Additional Insurance is required, it can be obtained with an increase in Professional Fees to cover the cost of the Insurance.

L. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

M. If this Agreement is not signed and returned to Landscape Architect within 60 days, the offer to perform the described services may, in Landscape Architect's sole discretion, be withdrawn and be null and void.

Susan Hatchell, FASLA, LEED AP
Susan Hatchell Landscape Architecture, PLLC

August 17, 2018
NC Landscape Architect No. 528

Name Matthew B. Mulhollem

Mayor
Title

Dated 9-4-18

(Seal)

TOWN OF ARCHER LODGE
Established
2009
NORTH CAROLINA

Attest:

Name Kim P. Batten

Finance Officer/Town Clerk
Title

Page 8 of 8

Moved by: Council Member Jackson
Seconded by: Mayor Pro Tem Castleberry
Approved Agreement between the Town of Archer Lodge and Susan Hatchell Landscape Architecture, PLLC.

CARRIED UNANIMOUSLY

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c) Discussion and Consideration of a Part-Time Administrator

Mayor Mulhollem reminded Council Members of the Personnel Policy, Classification and Pay Study that was adopted May 2018 because it included a Job Description for a Town Administrator. He suggested Council to review it for future discussion.

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d) Discussion and Consideration of Maintenance with the Land Recently Purchased

Mayor Mulhollem ask Council to authorize Mayor Pro Tem Castleberry and himself to communicate with a farmer regarding a temporary agreement to maintain and/or farm the recently purchased Smith property on Castleberry Road, Clayton, NC. Per Attorney Hewett, no motion is needed for authorization.

Town Council gave authorization for Mayor Mulhollem and Mayor Pro Tem Castleberry to move forward with this item.

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e) Discussion and Consideration of a Fall Planning Session

Mayor Mulhollem began discussion of a Fall Planning Session to include a site visit of the recently purchased Smith property. The date of Saturday, October 13, 2018 was mentioned as well as the Work Session scheduled for Monday, October 15, 2018. All agreed that viewing the Park Land during the Planning Session would be great.

No Motion Was Made.

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f) Discussion and Consideration of Budget Amendment (BA 2019 01)

Ms. Batten provided an explanation for Budget Amendment (BA 2019 01) as follows:

- Revenues from State Grants
- Capital Project Ordinance for the Town Hall Expansion/ALVM Site Project
- Land Acquisition
- Agreement for Susan Hatchell Landscape Architectural services
- Unanticipated revenues and expenditures for all funds

The Approved Budget Amendment (BA 2019 01) appears as follows:

BA 2019 01

Town of Archer Lodge
Budget Amendment
Fiscal Year Ending 06/30/19

Budget Amendment BA 2019 01
Date 04-Sep-18

General Fund/Capital Reserve Fund/Park Reserve Fund

Account	Account Number	Budget	Amendment	Amended Budget
Revenues:				
Park Land Grants - NCDNCR (White/Horner)	10-3480-0000	-	100,000.00	100,000.00
Transfer from Park Reserve Fund 31	10-3900-3931	-	202,049.00	202,049.00
Fund Balance Appropriated	10-3990-0000	25,000.00	21,250.00	46,250.00
Cap Res: Investment Earnings	30-3831-0000	-	5,000.00	5,000.00
Cap Res: Transfer from General Fund 10	30-3900-3910	-	25,000.00	25,000.00
Park Res: Investment Earnings	31-3831-0000	-	2,500.00	2,500.00
Park Res: Transfer from General Fund 10	31-3900-3910	-	211,000.00	211,000.00
Park Res: Fund Balance Appropriated	31-3990-0000	-	202,049.00	202,049.00
Total Increase (Decrease) in Revenues			768,848.00	
Expenditures:				
Gen: Transfer to Park Reserve Fund 31	10-9900-0031	111,000.00	100,000.00	211,000.00
Gen: P&R Dept: Capital Outlay	10-6120-5100	-	200,000.00	200,000.00
Gen: Closing Costs & Bank Fees	10-9110-3000	-	2,049.00	2,049.00
Gen: P&R Dept: Prof Services - S Hatchell	10-6120-1900	5,000.00	21,250.00	26,250.00
Gen: Training & Meetings-Animal Control	10-4300-3110	-	500.00	500.00
Gen: Contracted Services - Police Protection	10-4300-3525	4,000.00	(500.00)	3,500.00
Cap Res: Transfer to General Fund 10	30-9900-0010	-	30,000.00	30,000.00
Park Res: Recreation Development	31-6120-5500	-	213,500.00	213,500.00
Park Res: Transfer to General Fund 10	31-9900-0010	-	202,049.00	202,049.00
		-		-
Total Increase (Decrease) in Expenditures			$ 768,848.00	
			$ -	

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

Adopted this 4th day of September 2018

Matthew B. Mulhollem, Mayor

ATTEST:

Kim P. Batten, Town Clerk

TOWN OF ARCHER LODGE Established 2009 NORTH CAROLINA

Teresa M. Bruton, Budget Officer

Moved by: Council Member Wilson
Seconded by: Council Member Jackson
Approved Budget Amendment (BA 2019 01).

CARRIED UNANIMOUSLY

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6. **<u>TOWN ATTORNEY'S REPORT:</u>**

a) **Attorney Hewett gave an update on the following:**

- Attorney Hewett will coordinate the KS Bank loan closing for the Town Hall Expansion/Archer Lodge Veteran's Site with Mayor Mulhollem and Kim Batten scheduled for Tuesday, September 11, 2018
- Attorney Hewett conveyed he had sent Ms. Batten an Interlocal Agreement for Law Enforcement with the Town of Clayton, to assist the Town's Animal Control Officer, Amber Butler, as needed. She confirmed that it had been delivered to the Town of Clayton officials.

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7. **<u>ADMINISTRATIVE CONSULTANT'S REPORT:</u>**

a) **Mr. Gobble mentioned two projects:**

1. Town Hall Expansion/Veteran's Memorial Site project
2. Possible Interlocal Agreement with the Town of Clayton for Law Enforcement Back-up for Animal Control Officer, Amber Butler, as needed

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8. **<u>PLANNING/ZONING REPORT:</u>**

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

- Dene Castleberry, ALCC President, agreed to provide a Letter of Support as requested by Addison Gainey, PE with NCDOT, to assist with road improvements.
- He awaits an update from Jiles Harrell, PE with NCDOT, regarding funding approval for road improvements.
- He shared Bicycle/Pedestrian Grant information regarding the State's selection of the AECOM Consulting Firm, the Steering Committee and the upcoming calendar.

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9. **<u>VETERAN'S COMMITTEE REPORT:</u>**

a) **Mr. Mike Mulhollem reported the following:**

- The ALVM centerpiece is completed.
- Bland Landscaping Co., Inc. volunteered, <u>at no cost</u>, to complete the construction project for Rusty Ritchie, RDR Land Design, LLC. Mr. Ritchie was originally hired for designing the ALVM Memorial Site. Mr. Mulhollem added that ALVMC would be responsible for the cost and availability of materials.
- On behalf of the ALVMC, he asked for permission to store the Fallen Soldier Statue and Service Emblems, and possibly some other items for the ALVM site in the Town Hall storage building. Mayor Mulhollem responded by giving them permission to proceed.
- ALVMC is hopeful that September will be the last month for biscuit sales.

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10. **<u>MAYOR'S REPORT:</u>**

a) **Mayor Mulhollem made the following remarks:**

- In efforts for his sons to receive service hours for their Boy Scout

Troop, he and his sons removed a large fallen limb and did some other lawn maintenance at the farmhouse located on the Town's recently purchased property. He added that a volunteer agreed to mow the land next week.

- Mayor Mulhollem shared that Council Member Jackson and himself discussed with Representative Donna White the NCDOT Funding for Road Improvements. She assured them that the Town had Senator Horner and her support. Both the Mayor and Council Member Jackson expressed appreciation.

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11. <u>COUNCIL MEMBERS' REMARKS:</u>
(non-agenda items)

a) Council Member Wilson shared that he and Mrs. Wilson will be celebrating their 57th Anniversary on Sunday, September 9, 2018.

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b) Council Member Locklear shared that serving as a Council Member presents challenges.

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c) Mayor Pro Tem Castleberry shared that he was glad Rusty Ritchie was able to work on the ALVM site design. He hoped for good weather for the completion of the project.

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d) Council Member Bruton shared that she would not be able to attend the September 17, 2018 Work Session due to other obligations.

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12. ADJOURNMENT:

a) Having no further business, Mayor Mulhollem adjourned the meeting at 8:17 p.m.

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

CARRIED UNANIMOUSLY

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

BA 2019 02

Town of Archer Lodge
Budget Amendment
Fiscal Year Ending **06/30/19**

Budget Amendment **BA 2019 02**
Date **01-Oct-18**

General Fund

Account	Account Number	Budget	Amendment	Amended Budget
Revenues:				
				-
Total Increase (Decrease) in Revenues			-	
Expenditures:				
Admin:Vehicle Lease (new account)	10-4120-4300	-	5,100.00	5,100.00
Debt Service: Lease Payments-Vehicle	10-9110-1100	4,500.00	(4,500.00)	-
Debt Service: Interest Payments-Vehicle	10-9110-2100	600.00	(600.00)	-
				-
Total Increase (Decrease) in Expenditures			$ -	
			$ -	

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

Adopted this 1st day of October 2018

ATTEST:

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Teresa M. Bruton, Budget Officer

TOWN OF ARCHER LODGE FINANCIAL SUMMARY REPORT FOR MONTH ENDING AUGUST 31, 2018

GENERAL FUND 10

REVENUES	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
AD-VALOREM TAXES	654,600.00	11,421.31	19,440.30	2.97%
SALES TAXES	164,010.00	0.00	0.00	0.00%
FRANCHISE TAXES	155,000.00	0.00	0.00	0.00%
ALCOHOL BEV TAXES/JO CO ABC DIST	45,000.00	2,169.12	2,169.12	4.82%
PERMITS AND FEES	3,000.00	325.00	475.00	15.83%
FEE IN LIEU OF RECREATION	20,000.00	0.00	0.00	0.00%
PEG CHANNEL SUPPORT	52,000.00	0.00	0.00	0.00%
MISCELLANEOUS REVENUES	150.00	5.00	5.00	3.33%
INVESTMENT EARNINGS	12,000.00	1,815.24	3,536.33	29.47%
TRANSFER IN FROM CAP RES FUND	25,000.00	0.00	0.00	0.00%
TRANSFER IN FROM PARK RES FUND	0.00	202,049.00	202,049.00	#DIV/0!
FUND BALANCE APPROPRIATION	25,000.00	0.00	0.00	0.00%
TOTALS	1,155,760.00	217,784.67	227,674.75	19.70%

EXPENDITURES	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	37,320.00	1,804.60	10,318.60	27.65%
ADMINISTRATION	248,730.00	21,130.99	42,427.06	17.06%
JO CO TAX COLLECTION FEES	18,000.00	325.33	585.30	3.25%
LEGAL	15,000.00	742.50	742.50	4.95%
PROPERTY TAXES	100.00	0.00	0.00	0.00%
PUBLIC BUILDINGS	74,040.00	8,458.18	11,907.54	16.08%
PEG MEDIA PARTNERS	52,000.00	0.00	0.00	0.00%
PUBLIC SAFETY	290,500.00	4,226.45	4,226.45	1.45%
TRANSPORTATION-PUBLIC WORKS	66,500.00	8,706.90	9,145.20	13.75%
PLANNING & ZONING	98,905.00	9,636.53	16,289.44	16.47%
CULTURAL & RECREATION	70,000.00	200,000.00	228,750.00	326.79%
DEBT SERVICES	48,665.00	2,470.47	2,470.47	5.08%
TRANSFER TO CAP RESERVE	25,000.00	0.00	0.00	0.00%
TRANSFER TO PARK RESERVE	111,000.00	1,605.10	1,605.10	1.45%
TOTALS	1,155,760.00	259,107.05	328,467.66	28.42%
Y-T-D GENERAL FUND INCREASE (DECREASE)		(41,322.38)	(100,792.91)	

CAPITAL RESERVE FUND 30

REVENUES	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	0.00	728.30	1,401.53	#DIV/0!
TRANSFER FROM GEN FUND 10	0.00	0.00	0.00	#DIV/0!
FUND BALANCE APPROPRIATED	0.00	0.00	0.00	#DIV/0!
TOTALS	0.00	728.30	1,401.53	#DIV/0!

EXPENDITURES	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
TRANSFER TO GEN FUND 10	0.00	0.00	0.00	#DIV/0!
TOTALS	0.00	0.00	0.00	#DIV/0!
Y-T-D CAP RESERVE FUND INCREASE (DECREASE)		**728.30**	**1,401.53**	

PARK RESERVE FUND 31

REVENUES	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	0.00	127.73	550.39	#DIV/0!
TRANSFER FROM GEN FUND 10	0.00	1,605.10	1,605.10	#DIV/0!
TOTALS	0.00	1,732.83	2,155.49	#DIV/0!

EXPENDITURES	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
RECREATION DEVELOPMENT	0.00	0.00	0.00	#DIV/0!
TRANSFER TO GEN FUND 10	0.00	202,049.00	202,049.00	0.00%
TOTALS	0.00	202,049.00	202,049.00	#DIV/0!
Y-T-D PARK RESERVE FUND INCREASE (DECREASE)		**(200,316.17)**	**(199,893.51)**	

TOWN HALL EXPANSION PROJECT FUND 40

REVENUES	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
PROCEEDS OF INSTALLMENT LOAN	405,000.00	0.00	0.00	0.00%
TRANSFER FROM GEN FUND 10	45,000.00	0.00	0.00	0.00%
TOTALS	450,000.00	0.00	0.00	0.00%

EXPENDITURES	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
CONTRACTED SERVICES	420,000.00	0.00	0.00	0.00%
SMALL EQUIPMENT & FURNISHINGS	30,000.00	0.00	0.00	0.00%
TRANSFER TO GEN FUND 10	0.00	0.00	0.00	#DIV/0!
TOTALS	450,000.00	0.00	0.00	0.00%
Y-T-D EXPAN PROJECT FUND INCREASE (DECREASE)		**0.00**	**0.00**	

Kim P. Batten

Kim P. Batten

FINANCE OFFICER

TOWN OF ARCHER LODGE
FINANCIAL SUMMARY REPORT
FISCAL YEAR COMPARISON FOR
PERIOD ENDING AUGUST 31

GENERAL FUND

REVENUES		Aug-18	Aug-17	DIFFERENCE
	AD-VALOREM TAXES	11,421.31	8,083.92	3,337.39
	SALES TAXES	0.00	0.00	0.00
	FRANCHISE TAXES	0.00	0.00	0.00
	ALCOHOL BEV TAXES/JO CO ABC DIST	2,169.12	0.00	2,169.12
	PERMITS AND FEES	325.00	300.00	25.00
	FEE IN LIEU OF RECREATION	0.00	0.00	0.00
	PEG CHANNEL SUPPORT	0.00	0.00	0.00
	MISCELLANEOUS REVENUES	5.00	25.01	(20.01)
	INVESTMENT EARNINGS	1,815.24	696.05	1,119.19
	TRANSFER IN FROM CAPITAL RESERVE	0.00	0.00	0.00
	TRANSFER IN FROM PARK RESERVE	202,049.00	0.00	202,049.00
	FUND BALANCE APPROPRIATION	0.00	0.00	0.00
		217,784.67	**9,104.98**	**208,679.69**

EXPENDITURES		Aug-18	Aug-17	DIFFERENCE
	GOVERNING BODY	1,804.60	4,698.56	(2,893.96)
	ADMINISTRATION	21,130.99	20,648.94	482.05
	JO CO TAX COLLECTION FEES	325.33	249.36	75.97
	LEGAL	742.50	577.50	165.00
	PROPERTY TAXES	0.00	0.00	0.00
	PUBLIC BUILDINGS	8,458.18	3,620.31	4,837.87
	PEG MEDIA PARTNERS	0.00	0.00	0.00
	PUBLIC SAFETY	4,226.45	3,103.61	1,122.84
	TRANSPORTATION-PUBLIC WORKS	8,706.90	445.44	8,261.46
	PLANNING & ZONING	9,636.53	9,942.25	(305.72)
	CULTURAL & RECREATION	200,000.00	0.00	200,000.00
	DEBT SERVICES	2,470.47	0.00	2,470.47
	TRANSFER TO CAP RESERVE	0.00	0.00	0.00
	TRANSFER TO PARK RESERVE	1,605.10	1,175.03	430.07
		259,107.05	44,461.00	214,646.05
Y-T-D INCREASE (DECREASE)		**(41,322.38)**	**(35,356.02)**	**(5,966.36)**

Kim P. Batten

FINANCE OFFICER