



Town of Archer Lodge

AGENDA

Regular Council Meeting

Monday, January 6, 2020 @ 6:30 PM

Jeffrey D. Barnes Council Chambers

NCGS § 143-318.17. Disruptions of official meetings.

A person who willfully interrupts, disturbs, or disrupts an official meeting and who, upon being directed to leave the meeting by the presiding officer, willfully refuses to leave the meeting is guilty of a Class 2 misdemeanor.

Page

1. WELCOME/CALL TO ORDER:

- 1.a. Invocation
- 1.b. Pledge of Allegiance

2. APPROVAL OF AGENDA:

3. OPEN FORUM/PUBLIC COMMENTS:

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

4. RECOGNITION/PRESENTATION:

- 4.a. Audit Presentation for Fiscal Year Ending June 30, 2019
~ Mr. Dale Place of May & Place, PA

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 3 5.a. Discussion and Consideration of Adopting a Budget Amendment
(BA 2020 02)
[BA 2020 02](#)
- 4 - 16 5.b. Discussion and Consideration of Adopting the PEG Media Partner's
Interlocal Agreement (v 12.10.19)
[STAFF REPORT-PEG MEDIA PARTNERS INTERLOCAL
AGREEMENT 12.10.19](#)
[PEG MEDIA PROPOSED INTERLOCAL AGREEMENT 12.10.19](#)

- 17 - 19 5.c. Discussion and Consideration of Adopting the Proposed Ordinance -
Regulating Firearms within the Town of Archer Lodge
[PROPOSED ORDINANCE - REGULATING FIREARMS WITHIN THE
TOWN OF ARCHER LODGE](#)

6. TOWN ATTORNEY'S REPORT:

7. TOWN ADMINISTRATOR'S REPORT:

8. FINANCIAL/TOWN CLERK'S REPORT:

- 20 - 22 8.a. Interim Financial Reports from Period
November 1, 2019 - December 20, 2019
[NOV 1, 2019 - DEC 20, 2019 - ALL FUNDS](#)
[NOV 1, 2019 - DEC 20, 2019 - YTD COMP](#)

9. PLANNING/ZONING REPORT:

- 9.a. Development Activity
9.b. Projects
9.c. Code Enforcement
9.d. NC Capital Area Metropolitan Planning Organization (CAMPO)

10. VETERAN'S COMMITTEE REPORT:

11. MAYOR'S REPORT:

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

13. ADJOURNMENT:

BA 2020 02

Town of Archer Lodge
Budget Amendment

Fiscal Year Ending June 30, 2020
Budget Amendment #
Date

BA 2020 02
06-Jan-20

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

Account	Account Number	Budget	Amendment	Amended Budget
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Revenues:

Gen: Misc Revenues	10-3800-0000	50.00	6,650.00	6,700.00
Gen: Transfer from Town Hall Exp Fund 40	10-3900-3940	-	1,919.00	1,919.00

Total Increase (Decrease) in Revenues

8,569.00

Expenditures:

Gen/Admin: Equipment Lease	10-4120-4200	3,500.00	500.00	4,000.00
Gen/Pub Bldgs: Supplies-Buildings	10-4190-2000	2,900.00	600.00	3,500.00
Gen/Pub Bldgs: Repairs & Maintenance Buildings	10-4190-3520	6,000.00	2,000.00	8,000.00
Gen/Plan & Zone: Supplies-Planning/Zoning	10-4910-2000	1,000.00	1,800.00	2,800.00
Gen/Plan & Zone: Postage	10-4910-3250	100.00	369.00	469.00
Gen/Plan & Zone: Contracted Services-Software	10-4910-3600	-	2,600.00	2,600.00
Gen/Plan & Zone: Legal Advertising	10-4910-3700	600.00	700.00	1,300.00

Total Increase (Decrease) in Expenditures

\$ 8,569.00

\$ -

Justification for Budget Amendment:

To appropriate or reappropriate unanticipated revenues and expenditures as recorded.

Adopted this 6th day of January 2020

ATTEST:

Kim P. Batten, Town Clerk

Matthew B. Mulhollem, Mayor

Teresa M. Bruton, Budget Officer

STAFF REPORT
PEG Media Partners
Interlocal Agreement
December 10, 2019

ISSUE

The original Interlocal Agreement established East Wake Television more than 15 years ago between Knightdale, Wendell & Zebulon. Rolesville was then added.

Clayton and Garner contracted with East Wake Television to operate their cable TV channels.

A new Interlocal Agreement was adopted in 2012 which added the towns of Archer Lodge, Clayton and Garner and changed the organization name to PEG Media Partners.

The current Interlocal Agreement needs to be updated and extended and revisions have been discussed by the PEG Media Board of Directors for two years. A proposed Interlocal Agreement was agreed to at the June Board meeting. Each town was to review it between July and August with final adoption by December.

The Town Attorneys for Rolesville and Zebulon made suggestions for improvement to the proposed Interlocal Agreement. The PEG Media Board at its regular December meeting discussed the revisions and voted 6-0 to accept the revised proposal and to send it to their Town Boards for final approval. All of the wording suggested by Rolesville and most of the suggested Zebulon wording is in the final proposed document.

PROPOSAL

This Interlocal Agreement has a three year term. If a Member withdraws the agreement ends on its expiration date and the remaining members can continue by adopting a new agreement. If no town withdraws it automatically reviews for an additional three years.

PROPOSED ACTION

Adopt the Interlocal Agreement.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by, between, and among the TOWN OF ARCHER LODGE, a North Carolina municipal corporation ("Archer Lodge"); the TOWN OF CLAYTON, a North Carolina municipal corporation ("Clayton"); the TOWN OF GARNER, a North Carolina municipal corporation ("Garner"); the TOWN OF KNIGHTDALE, a North Carolina municipal corporation ("Knightdale"); the TOWN OF ROLESVILLE, a North Carolina municipal corporation ("Rolesville"); the TOWN OF WENDELL, a North Carolina municipal corporation ("Wendell") and the TOWN OF ZEBULON, a North Carolina municipal corporation ("Zebulon"). Each of Archer Lodge, Clayton, Garner, Knightdale, Rolesville, Wendell and Zebulon shall be referred to herein as a "Member" and collectively shall be known as the "Members."

WITNESSETH

WHEREAS, North Carolina General Statutes § 66-350 *et. seq.*, commonly known as the State Cable Franchise law, requires cable service providers with a State-issued franchise to provide for and transmit public, educational, or governmental access channels ("PEG Channels"); and

WHEREAS, East Wake Television, a North Carolina non-profit corporation, and PEG Media Partnership, a North Carolina non-profit corporation (collectively, "PEG Media") are owned and operated by the Members for the purpose of providing community access television programming on four (4) certified PEG Channels; and

WHEREAS, the Members, through PEG Media, are committed to the delivery of the highest possible level of community access television programming to the citizens of the Members; and

WHEREAS, the Members desire to continue their existing relationship for the joint funding and operations of their PEG Channels; and,

WHEREAS, North Carolina General Statutes § 160A-460 *et. seq.*, commonly known as the Interlocal Cooperation Act, permits the Members to enter into an interlocal agreement to execute any power, function, public enterprise, right, privilege or immunity of local government on behalf of one another.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the Members agree as follows:

ARTICLE 1. Definitions

For all purposes of this Agreement, unless the context requires otherwise, the following capitalized and underlined terms shall have the following meanings:

"ACT" shall mean Session Law 2006-151 of the State of North Carolina titled "An Act to Promote Consumer Choice in Video Service Providers and to Establish Uniform Taxes for Video Programming Services" as signed into law by Governor Michael F. Easley on or about July 20, 2006 and as subsequently codified at North Carolina General Statutes § 66-350 *et. seq.*, as amended.

"EFFECTIVE DATE" shall mean the latest date of execution by any one of the Members as evidenced from the signature pages of this Agreement.

"EXPIRATION DATE" shall mean 11:59 p.m. Eastern Time on that date marking the end of the Term.

"PEG CHANNELS" shall mean any public, educational, or governmental access channel provided to any or all Members by Spectrum Cable, AT&T, Google, its successors in interest, or other Cable system (as defined by the Act) providing Cable service (as defined by the Act) within the jurisdictions of the Members.

"PEG FUNDS" means the funds received from distributions made pursuant to N.C .G.S . 105-164.44I(a) and supplemental P E G channel support funds distributed pursuant to N.C .G.S. § 105-164.44I(b).

"PERMANENTLY INSTALLED EQUIPMENT" shall mean equipment and cabling fastened to real property where removal would damage the real property.

"STATE" shall mean the State of North Carolina along with any agency of the State of North Carolina charged with administering the provisions of the Act.

"TERM" shall mean collectively the Initial Term plus any Subsequent Term created pursuant to this Agreement.

ARTICLE 2. Joint Operations Agreement

Agreement. The Members hereby agree and covenant that they shall jointly fund and operate PEG Media pursuant to the terms of this Agreement.

Term. The initial term of this Agreement shall be for a period of three (3) years commencing on the Effective Date. Unless otherwise terminated as provided for in Article 7, this Agreement shall automatically renew for an additional three (3) year term upon the same terms and conditions provided for herein (the "Subsequent Term").

2.1. Governance. The Board of Directors ("Board") of PEG Media shall consist of the six (6) Town Managers of Clayton, Garner, Knightdale, Rolesville, Wendell and Zebulon, or their designee, and the Town Administrator of Archer Lodge, or its designee (the "Directors"). The Board shall be responsible for establishing the By-laws and policies and procedures for PEG Media. The Board shall:

2.1.1. Insure compliance with the provisions of Article 3 of Chapter 159 of the North Carolina General Statutes, commonly known as The Local Government Budget and Fiscal Control Act, as it relates to Public Authorities; and

2.1.2. Conform programming to the requirements set forth by Article 3 of this Agreement; and

2.1.3. Adopt a budget and monitor the status of receipts from PEG Funds; and

2.1.4. Expend PEG Funds in accordance with restrictions imposed by North Carolina Law; and

2.1.5. Contract with other towns, organizations or companies, for the operation of the PEG Channels; and

2.1.6. Employ appropriate staff, including a Studio Director, who shall manage the daily operations of the PEG Channels, sign documents on behalf of PEG Media, purchase supplies and equipment provided for in the budget, set the programming schedules, hire staff, utilize professional consultants and serve as chief liaison between PEG Media, the Members, the appropriate State agencies charged with administering the provisions of the Act and the cable providers.

Paid employees of PEG Media, if any, shall be considered employees of PEG Media and shall not be considered employees of the individual Members and shall not be eligible for town benefits, including but not limited to, the Local Government Employees Retirement System.

Meetings of PEG Media.

2.2.1. Quarterly Meetings. The Directors shall meet at least quarterly to adopt a budget and to discuss and adopt rules or policies governing the management, operations, programming, maintenance, or funding of PEG Media.

2.2.2. Other Meetings. For any of the purposes expressed by this Agreement and in recognition of the mutual benefits accruing to the Members from the active coordination and cooperation of the Members, in supplement to the quarterly meetings, the Directors agree to meet from time to time (in person or online), as is reasonable and necessary, to coordinate, discuss, decide, adopt, or amend By-laws, rules or policies governing the management, operations, programming, or maintenance of PEG Media.

2.2.3. Voting. The Members hereby designate the Directors as the proper representatives at meetings described by this Section 2.4. The adoption or amendment of the By-laws or any budget, rule, or policy of PEG Media shall require a 4/7 vote of the-Directors. Online voting is authorized with a fixed time period of at least 48 hours to respond.

2.2.4. Ad Hoc Committees. The Board may appoint temporary Ad Hoc Committees, made up of at least three (3) Directors, to study issues and make recommendations to the full Board.

ARTICLE 3. Programming

All programming provided on PEG Channels shall be non-commercial in nature as required by the FCC and N.C .G.S. § 66-357(f).

Video programming shall be provided on the PEG Channels to meet requirements of North Carolina State statutes.

It is anticipated by the Members that the Members may wish to acquire additional PEG Channels during the Term or broadcast additional Cable services. The Members intend that any future-acquired PEG Channels be governed pursuant to this Agreement.

ARTICLE 4. PEG Media Funding

4.1. Source of Funds. For the purpose of ensuring that adequate financial resources are available to accomplish the goals of the Members, hereto, each of the Members hereby commits individually and severally to making all best efforts reasonably necessary to financially support-PEG Media. Without limiting the foregoing, the Members explicitly commit as follows:

4.1.1. Certified PEG Channels. Each of the Members individually shall certify to the State on or before the due date established by the North Carolina Department Revenue each year of the Term the number of qualifying PEG Channels operated by the Member, currently two each.

4.1.2. Grants. At the request of the Studio Director, the Members shall apply, either individually or collectively, as determined by the Studio Director, for any grant monies available to PEG Channels-

4.1.3. PEG Channel Supplemental Support. Funds distributed quarterly to the Members from the North Carolina Department of Revenue for Supplemental PEG Channel Support pursuant to N.C .G.S. §§ 105-164.44I and 105-164.44J shall be transferred immediately to and expended only for the operation and support of the PEG Channels.

4.2. Loss of Funding. If N.C.G.S. § 105-164.44I is repealed or changed such that PEG Media loses all or a significant portion of its State funding (fifty-one percent or more), each Member shall have the right to immediately withdraw from this Agreement. Members withdrawing based on loss of funding shall have the right to keep assets assigned to them for their use (audio and video recording equipment installed in Board room) and shall retain their interest in the equipment, furnishings and other assets of PEG Media.

ARTICLE 5. Title to Property

Title to any Permanently Installed equipment or fixtures acquired during the Term shall be with the fee owner Member of the real property to which the installed equipment or fixtures are affixed.

Title to any real property constructed on previously owned property shall remain with the Member holding title to such property.

ARTICLE 6. Assets

6.1 Sale of Assets. The Studio Director may sell surplus assets of PEG Media as necessary in the reasonable discretion of the Studio Director. Funds received from the sale of surplus-assets shall be used for the operation of PEG Media.

6.2 Termination Right. Should any Member exercise its Termination Right (as defined in Article 7 herein), and the remaining Members agree to continue the operation of PEG Media through a new agreement, all real property, personal property, equipment, and inventories shall remain with PEG Media; the terminating Member shall lose their right to any furniture, equipment or other assets, including proceeds in the event of a future dissolution.

6.3 Planning For Dissolution. The distribution of PEG Media's assets before dissolution shall be made in accordance with the Policy for the Distribution of the Corporation's Assets Before Dissolution, as approved by the Board and as amended from time to time (the "Planning For Dissolution Policy"), which is attached hereto as Exhibit A and incorporated herein by this reference. Notwithstanding anything herein to the contrary, in the event a Member withdraws from this Agreement pursuant to Section 7.2 herein, such Member shall be deemed to be a member of PEG Media on the last day of operation, solely for the purpose of distributing assets in accordance with the Policy on the Distribution of the Corporation's Assets Before Dissolution.

6.4 Dissolution. Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE 7. Termination or Withdrawal

7.1 Termination. This Agreement shall not otherwise be terminated prior to the end of its Term except as follows:

7.1.1 Unanimous Vote. This Agreement may be terminated at any time upon the unanimous vote of all the Directors at a duly called meeting. In which event, PEG Media shall be dissolved and the assets shall be distributed in accordance with the policy for the Distribution of the Corporation's Assets Upon Dissolution, as approved by the Board.

7.1.2 90 Days' Notice. This Agreement may be terminated by any Member through written notice to the other Members made no less than ninety (90) days prior to the proposed termination date (the "Termination Right"). Should any Member exercise its Termination Right this Agreement shall terminate upon the Expiration Date. If the remaining Members agree to continue the operation of PEG Media through a new agreement, then the terminating Member shall lose their right to any furniture, equipment or other assets, including proceeds in the event of a future dissolution.

7.2. Withdrawal.

Loss of Funding. In accordance with Section 4.2, each Member shall have the right to immediately withdraw from this Agreement if PEG Media loses all or substantially all its State funding. Members withdrawing from this Agreement based on loss of funding shall have the right to keep assets assigned to them for their use (audio and video recording equipment installed in Board room) and shall retain their interest in the equipment, furnishings and other assets of PEG Media.

Super Majority Vote. This Agreement may be modified by allowing a Member to voluntarily withdraw from this Agreement on an affirmative vote of at least five (5) Directors. In the event a Member withdraws in accordance with this Section, such Member shall have the right to keep assets assigned to them for their use. The Board may allow the Member to retain their interest in the equipment, furnishings and other assets of PEG Media.

ARTICLE 8. Miscellaneous Provisions

Notices. Any notice, demand, consent, agreement, request or other communication required to be given, served, sent or obtained hereunder (a "Notice") must be in writing, and must be either (i) mailed by first-class mail, registered or certified, return-receipt requested, postage prepaid, (ii) hand delivered personally or by nationally recognized courier service, fees prepaid or (iii) transmitted by telecopy, addressed as follows:

If to Archer Lodge:

Town of Archer Lodge c/o Town Administrator
Archer Lodge Town Hall
Archer Lodge Town Hall
14094 Buffalo Road
Archer Lodge, NC 27527

If to Clayton:

Town of Clayton c/o Town Manager
Clayton Town Hall
P.O. Box 879
Clayton, NC 27528

If to Garner:

Town of Garner c/o Town Manager
Garner Town Hall
900 Seventh Ave,
Garner, NC 27529

If to Knightdale:

Town of Knightdale c/o Town Manager
950 Steeple Square Court
Knightdale, NC 27545

If to Rolesville:

Town of Rolesville c/o Town Manager
Rolesville Town Hall
PO Box 250
Rolesville, NC 27571

If to Wendell:

Town of Wendell c/o Town Manager
15 E Fourth St
Wendell, NC 27591

If to Zebulon:

Town of Zebulon c/o Town Manager
Zebulon Town Hall
1003 N. Arendell Avenue
Zebulon, NC 27597

Each party may designate by notice a new address to which any notice thereafter may be given, served, or sent. Each notice that is delivered in the manner described above will be deemed given and received for all purposes at the earlier of such time as it is delivered to the addressee (with the return-receipt, courier delivery receipt or telecopy answer-back confirmation being deemed conclusive evidence of such delivery) or such time as delivery is refused by the addressee upon presentation.

Amendments. No modification or amendment of this Agreement, including the Dissolution Policy attached hereto as Exhibit A, will be valid or binding upon any Member(s) unless in writing and signed by the Member(s) against whom such modification or amendment is asserted.

Entire Agreement. This Agreement constitutes the entire agreement between the Members with respect to an interlocal agreement for the joint funding and operations of PEG Media. All previous undertakings or agreements between the Members with respect to these matters are merged herein and superseded hereby. No representation, promise, or inducement not included herein shall be binding on any Member hereto.

Transferability. No additional Members shall be allowed to participate during the Term. This Agreement shall not be transferred or assigned, either voluntarily or involuntarily. Any purported transfer or assignment of a Member's rights under this Agreement shall be null and void, and shall not transfer any rights, interest or title to the purported transferee.

Interpretation. If there arises any issue regarding the intent of the Members to this Agreement or the interpretation of any provision of this Agreement or any ambiguity arising from this Agreement, no presumption or burden of proof shall arise favoring or disfavoring any Member, and this Agreement shall not be strictly construed against any Member. When the context in which a word is used in this Agreement indicates that such is the intent, a word in the singular number shall include the plural and vice- versa, and a word in the masculine gender shall include the feminine and neuter and vice- versa. Any use in this Agreement of any form of the verb "to include" means the word stated but not limited to. The paragraph headings or titles used in this Agreement are for convenience only, and shall not define, limit, extend or interpret the scope of this Agreement or any particular section, paragraph or provision of this agreement. Any reference in this Agreement to any statute, code, rule or law (collectively or individually, a "Law") shall include any amendments to the Law referred to, any comparable successor Law that replaces the Law referred to, as well as any amendments to any such successor Law.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to any conflict of law rule or provision thereof that would cause the application of the laws of any other jurisdiction.

Faxed Signatures. Any party to this Agreement transmitting its signature on this Agreement by telecopy shall be deemed to have accepted and adopted such telescoped signature as that party's original signature, and to have accepted that the same is sufficient to bind that party to this Agreement as if that party's original handwritten signature were attached hereto, it being the intention of the Members that a telescoped signature on this Agreement is binding from the time a copy of this Agreement with a party's signature is telescoped to another party hereto, and that any person may rely on the authority thereof for implementing the provisions of this Agreement.

Severability. The Members intend that this Agreement be enforced to the fullest extent permissible under the Law and public policy applied by any jurisdiction in which enforcement is sought. Accordingly, if any provision, sentence, phrase or word of this Agreement, or the application thereof to any person or circumstance, or the enforceability thereof in any jurisdiction, is held invalid, the remainder of this Agreement, or the application of such provision, sentence, phrase or word to persons or circumstances other than those as to which it is held invalid, or the enforceability thereof in other jurisdictions, shall not be affected thereby.

Agreement in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages, and this Agreement may be executed by the affixing of the signatures of each of the Members to one of such counterpart signature pages. All of such signature pages shall be read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

Other Documents. The Members agree to execute such other documents as may be necessary for the implementation and consummation of this Agreement and the covenants contained herein.

Force Majeure. If either party is delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strike, lockouts, labor troubles, power failure, riots, insurrection, war, fire, earthquake, flood, explosion, governmental sanctioned embargo, acts of God, inclement weather or other reason beyond such party's control of like or unlike nature or cause, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Third-party Beneficiaries. Except as may be otherwise expressly provided herein, this Agreement shall not confer any rights or remedies upon any person or entity other than the Members hereto, and their respective successors and permitted assigns.

Injunctive Relief. The Members acknowledge that any breach or violation of this Agreement will cause irreparable harm to the non-breaching Members for which there is no adequate remedy at Law. Accordingly, in addition to any other remedies available at law or equity, any Party hereto that is aggrieved by a breach or threatened breach of any of the provisions of this Agreement shall be entitled to seek from any court of competent jurisdiction an order for specific performance and/or for temporary and/or permanent injunctive relief to enforce the provisions of this Agreement without the necessity of proving actual damages or posting bond or other security.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Members have caused this Agreement to be ratified by resolution of their governing boards or councils as evidenced by the minutes of their governing boards or councils, and executed by their duly authorized officers as of the date noted below each signature.

THE TOWN OF ARCHER LODGE,
a North Carolina municipal corporation

By: _____

Name: _____ Date: _____

Title: _____

THE TOWN OF CLAYTON,
a North Carolina municipal corporation

Name: _____ Date: _____

Title: _____

THE TOWN OF GARNER,
a North Carolina municipal corporation

Name: _____ Date: _____

Title: _____

THE TOWN OF KNIGHTDALE,
a North Carolina municipal corporation

Name: _____ Date: _____

Title: _____

THE TOWN OF ROLESVILLE,
a North Carolina municipal corporation

Name: _____ Date: _____

Title: _____

THE TOWN OF WENDELL,
a North Carolina municipal corporation

Name: _____ Date: _____

Title: _____

THE TOWN OF ZEBULON,
a North Carolina municipal corporation

Name: _____ Date: _____

Title: _____

Policy on the Distribution of the Corporation's Assets Before Dissolution

The Board, on a positive vote of five (5) Members at a regularly called meeting, shall set a future date for dissolution.

Employees of PEG Media shall immediately be notified of the dissolution date and the last date of their employment.

All personal property, equipment and inventories located in the various town halls and used by the Members to record board meetings or to generate content shall remain there and become property of that Member.

The exclusive use of the Studio building shall revert to the Town of Knightdale the day after dissolution.

Certain equipment located in the Studio and used to broadcast a cable TV signal or generate content may be given to one or more of the Members for their use with approval of the Board. An estimate of the value shall be made for such equipment and the value deducted from the proceed split if any.

All other personal property, equipment and inventories of PEG Media shall be sold online, at auction or any method approved by the Board and consistent with state law. After all payroll, leave, taxes, bills, accounts payable and obligations are paid in full the proceeds shall be split equally among the Members, as it exist on the last day of operation, of PEG Media. These proceeds may only be used by the Members as allowed by state law.

The current Members are currently the towns of Archer Lodge, Clayton, Garner, Knightdale, Rolesville, Wendell and Zebulon.

All other assets shall be distributed according to IRS provisions (Section 6.4).

AN ORDINANCE REGULATING FIREARMS WITHIN THE TOWN OF ARCHER LODGE

Council Direction
Requested:

Question: To allow or not
allow legal concealed
handguns in Town buildings
and/or property?

Changes/modifications to
Johnston County's Code of
Ordinance on subject matter
in Chapter 16, Secs. 16-2
through 16-3 highlighted in
yellow.

Section 1. Pursuant to authority granted by N.C. Gen. Stat. § 160A-189, the Town of Archer Lodge hereby amends the Code of Ordinances, Town of Archer Lodge, North Carolina, Chapter 3, as follows:

Add to Chapter 3, Sections 3-50 and 3-51 as written below:

Sec. 3-50. - Carrying concealed handgun in town-owned buildings

No person shall carry a concealed handgun on or within any town-owned building. An appropriate notice of such prohibition shall be posted in a conspicuous place in each town-owned building notifying persons of the prohibition against carrying a concealed handgun in town-owned buildings. This section shall not apply to law enforcement or other government personnel acting within the scope of their employment.

State law reference—Authority to post concealed weapons signs, G.S. 14-415.23.

Sec. 3-51. - Discharge of firearms.

- (a) **Application** The provisions of this section shall apply to all properties located within the corporate limits of the Town of Archer Lodge.
- (b) **Definition.** For purposes of this section, firearm is defined as a handgun, shotgun, rifle or any device which expels a projectile by action of an explosion.
- (c) **Violations.** It shall be unlawful for any person to:
 - (1) Discharge a firearm in the town carelessly and heedlessly, so as to endanger any person or property.
 - (2) Discharge a firearm that results in a projectile crossing the property line of another person without the permission of the owner, or
 - (3) Discharge a firearm while under the influence of alcohol or a controlled substance (under the influence: determination by the investigating officer that the person is intoxicated by alcohol or a narcotic to the point where physical and mental faculties are appreciably diminished).
- (d) **Discharge on Public Streets, Highways.** It shall be unlawful for any person to discharge any firearm on, from, or across the traveled portion of any public street, or highway.
- (e) **Prohibited times of discharge.** The discharge of firearms from two hours after sunset to one hour before sunrise is prohibited. ~~by Article II, Subsection 12-32(6) of the Johnston County Code of Ordinances.~~
- (f) **Miscellaneous Exceptions.** The following exceptions are permissible under this section:

- (1) Law enforcement officers or members of the armed forces acting in the line of duty;
- (2) The shooting or killing of any dangerous or destructive animal or reptile when necessary to protect life or property;
- (3) All legal hunting activities pursuant to the North Carolina Department of Agriculture, the North Carolina Wildlife Commission and G.S. Chapter 113, subchapter IV, as it is from time to time amended or pursuant to lawfully issued state or federal hunting or wildlife removal permits;
- (4) The use of firearms for defense of persons or property as allowed under state law;
- (5) Nonprofit special events such as turkey shoots conducted with a valid local town permit issued by the town administrator or their designee;
- (6) Indoor firing/shooting ranges with an applicable zoning permit(s) issued by the town; and
- (7) A bonafide training facility acting in the course of providing firearms proficiency training and certification to law enforcement agencies, private security agencies, employers of armored-car personnel (e.g. Brinks, Loomis, and similar companies), and similar legitimate businesses that require such certification. A "bonafide training facility" is one that is: (a) properly authorized to provide such training and certification to North Carolina or federal law enforcement agencies, and (b) obtains an applicable zoning permit(s) issued by the town.
- (g) **Penalties.** A violation of this article [section] by any person is a misdemeanor and shall subject the offender to a fine of \$100.00 and/or imprisonment for up to 30 days. A second or subsequent violation by the same person within one year shall subject such person to a fine of up to \$300.00 but not less than \$100.00 and/or imprisonment for up to 30 days.

State law reference—Authority to regulate, discharge, or prohibit the discharge of firearms, G.S. 160A-189.

Section 2. This ordinance shall become effective upon adoption.

DULY ADOPTED, THIS ____ DAY OF _____, 2019.

TOWN OF ARCHER LODGE

(SEAL)

Matthew B. Mulhollem
Mayor

ATTEST:

Kim P. Batten
Town Clerk

CONCEPT DRAFT



TOWN OF ARCHER LODGE FINANCIAL SUMMARY REPORT FROM PERIOD NOV 1, 2019 - DEC 20, 2019

GENERAL FUND 10				
<i>REVENUES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
AD-VALOREM & MOTOR VEHICLE TAXES	812,800.00	495,207.05	595,047.59	73.21%
SALES TAXES	181,010.00	36,845.00	73,161.87	40.42%
FRANCHISE TAXES	158,000.00	42,679.41	42,221.70	26.72%
ALCOHOL BEV TAXES/JO CO ABC DIST	46,000.00	0.00	8,676.50	18.86%
PERMITS AND FEES	6,140.00	75.00	2,795.00	45.52%
FEE IN LIEU OF RECREATION	45,000.00	0.00	0.00	0.00%
PEG CHANNEL SUPPORT	53,000.00	13,888.88	13,888.88	26.21%
MISCELLANEOUS REVENUES	50.00	0.01	6,695.05	13390.10%
INVESTMENT EARNINGS	24,000.00	1,199.94	7,238.95	30.16%
TRANSFER IN FROM CAP RES FUND	0.00	0.00	0.00	#DIV/0!
TRANSFER IN FROM PARK RES FUND	66,000.00	0.00	66,000.00	100.00%
TRANSFER IN FROM PUBLIC SAFE RES FUND	0.00	0.00	0.00	#DIV/0!
TRANSFER IN FROM TOWN HALL EXP FUND	0.00	0.00	1,919.11	#DIV/0!
FUND BALANCE APPROPRIATION	0.00	0.00	0.00	#DIV/0!
TOTALS	1,392,000.00	589,895.29	817,644.65	58.74%
<i>EXPENDITURES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	56,300.00	10,372.76	29,186.22	51.84%
ADMINISTRATION	253,853.00	36,639.70	117,161.75	46.15%
JO CO TAX COLLECTION FEES	23,000.00	12,531.85	15,315.43	66.59%
LEGAL	13,000.00	2,846.25	6,806.25	52.36%
PROPERTY TAXES	100.00	0.00	54.50	54.50%
PUBLIC BUILDINGS	49,550.00	6,988.32	22,739.05	45.89%
PEG MEDIA PARTNERS	53,000.00	13,888.88	13,888.88	26.21%
PUBLIC SAFETY	331,500.00	197,772.48	234,532.54	70.75%
TRANSPORTATION-PUBLIC WORKS	87,500.00	1,583.93	14,184.43	16.21%
PLANNING & ZONING	123,860.00	22,087.81	67,155.13	54.22%
CULTURAL & RECREATION	45,000.00	0.00	20,000.00	44.44%
DEBT SERVICES	145,337.00	0.00	102,817.60	70.74%
TRANSFER TO CAP RESERVE	25,000.00	0.00	25,000.00	100.00%
TRANSFER TO PARK RESERVE	160,000.00	65,836.90	79,075.48	49.42%
TRANSFER TO PUBLIC SAFETY RESERVE	25,000.00	0.00	25,000.00	100.00%
TOTALS	1,392,000.00	370,548.88	772,917.26	55.53%
Y-T-D GENERAL FUND INCREASE (DECREASE)		219,346.41	44,727.39	

CAPITAL RESERVE FUND 30				
<i>REVENUES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	10,000.00	647.64	3,959.31	39.59%
TRANSFER FROM GEN FUND 10	25,000.00	0.00	25,000.00	100.00%
FUND BALANCE APPROPRIATED	0.00	0.00	0.00	#DIV/0!
TOTALS	35,000.00	647.64	28,959.31	82.74%
<i>EXPENDITURES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
TRANSFER TO GEN FUND 10	35,000.00	0.00	0.00	0.00%
TOTALS	35,000.00	0.00	0.00	0.00%
Y-T-D CAP RESERVE FUND INCREASE (DECREASE)		647.64	28,959.31	

PARK RESERVE FUND 31				
<i>REVENUES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	5,000.00	301.09	1,799.65	35.99%
TRANSFER FROM GEN FUND 10	160,000.00	65,836.90	79,075.48	49.42%
FUND BALANCE APPROPRIATED	0.00	0.00	0.00	#DIV/0!
TOTALS	165,000.00	66,137.99	80,875.13	49.02%
<i>EXPENDITURES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
RECREATION DEVELOPMENT	99,000.00	0.00	0.00	0.00%
TRANSFER TO GEN FUND 10	66,000.00	0.00	66,000.00	100.00%
TOTALS	165,000.00	0.00	66,000.00	40.00%
Y-T-D PARK RESERVE FUND INCREASE (DECREASE)		66,137.99	14,875.13	

PUBLIC SAFETY RESERVE FUND 32				
<i>REVENUES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	6,500.00	420.13	2,568.45	39.51%
TRANSFER FROM GEN FUND 10	25,000.00	0.00	25,000.00	100.00%
FUND BALANCE APPROPRIATED	0.00	0.00	0.00	#DIV/0!
TOTALS	31,500.00	420.13	27,568.45	87.52%
<i>EXPENDITURES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
PUBLIC SAFETY DEVELOPMENT	31,500.00	0.00	0.00	0.00%
TRANSFER TO GEN FUND 10	0.00	0.00	0.00	#DIV/0!
TOTALS	31,500.00	0.00	0.00	0.00%
Y-T-D PUB SAFE RES FUND INCREASE (DECREASE)		420.13	27,568.45	


FINANCE OFFICER

Kim P. Batten



**TOWN OF ARCHER LODGE
FINANCIAL SUMMARY REPORT
FISCAL YEAR COMPARISON FOR
PERIOD NOV 1 - DEC 20**

GENERAL FUND				
REVENUES		11/1-12/20/19	11/1-12/20/18	DIFFERENCE
	AD-VAL & MOTOR VEHICLE TAXES	595,047.59	471,488.29	123,559.30
	SALES TAXES	73,161.87	62,597.87	10,564.00
	FRANCHISE TAXES	42,221.70	42,481.56	(259.86)
	ALCOHOL BEV TAXES/JO CO ABC DIST	8,676.50	6,507.37	2,169.13
	PERMITS AND FEES	2,795.00	1,600.00	1,195.00
	FEE IN LIEU OF RECREATION	0.00	0.00	0.00
	PEG CHANNEL SUPPORT	13,888.88	13,513.52	375.36
	MISCELLANEOUS REVENUES	6,695.05	15.00	6,680.05
	INVESTMENT EARNINGS	7,238.95	8,858.59	(1,619.64)
	PARK LAND GRANTS-NCDNCR		100,000.00	(100,000.00)
	TRANSFER IN FROM CAPITAL RESERVE	0.00	0.00	0.00
	TRANSFER IN FROM PARK RESERVE	66,000.00	202,049.00	(136,049.00)
	TRANSFER IN FROM PUBLIC SAFETY RESERVE	0.00	0.00	0.00
	TRANSFER IN FROM TOWN HALL EXP FUND	1,919.11	0.00	1,919.11
	FUND BALANCE APPROPRIATED	0.00	0.00	0.00
		817,644.65	909,111.20	(91,466.55)
EXPENDITURES		11/1-12/20/19	11/1-12/20/18	DIFFERENCE
	GOVERNING BODY	29,186.22	19,963.63	9,222.59
	ADMINISTRATION	117,161.75	102,171.96	14,989.79
	JO CO TAX COLLECTION FEES	15,315.43	12,053.69	3,261.74
	LEGAL	6,806.25	4,785.00	2,021.25
	PROPERTY TAXES	54.50	0.00	54.50
	PUBLIC BUILDINGS	22,739.05	29,332.90	(6,593.85)
	PEG MEDIA PARTNERS	13,888.88	13,513.52	375.36
	PUBLIC SAFETY	234,532.54	185,014.59	49,517.95
	TRANSPORTATION-PUBLIC WORKS	14,184.43	12,490.39	1,694.04
	PLANNING & ZONING	67,155.13	43,557.12	23,598.01
	CULTURAL & RECREATION	20,000.00	241,250.00	(221,250.00)
	DEBT SERVICES	102,817.60	5,122.40	97,695.20
	TRANSFER TO CAP RESERVE	25,000.00	25,000.00	0.00
	TRANSFER TO PARK RESERVE	79,075.48	162,021.18	(82,945.70)
	TRANSFER TO PUBLIC SAFETY RESERVE	25,000.00	25,000.00	0.00
	TRANSFER TO TOWN HALL EXPANSION		2,587.80	(2,587.80)
		772,917.26	883,864.18	(110,946.92)
Y-T-D INCREASE (DECREASE)		44,727.39	25,247.02	19,480.37

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