Regular Council - Minutes
Monday, March 5, 2018

COUNCIL PRESENT:
Mayor Mulhollem
Council Member Bruton
Council Member Jackson
Council Member Locklear
Council Member Wilson

STAFF PRESENT:
C.L. Gobble, Administrative Consultant
Chip Hewett, Town Attorney
Bob Clark, Planning/Zoning Administrator
Joyce Lawhorn, Deputy Clerk

COUNCIL ABSENT:
Mayor Pro-Tem Castleberry

SPECIAL GUESTS:
Gary McConkey, EWT/PEG
Jeff Brooks, AIA, MS Consultants, Inc.
Cub Scout Pack 421, White Oak Baptist Church

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1. WELCOME/CALL TO ORDER:

a) Invocation

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

Mayor Mulhollem recognized Cub Scout Pack 421 of the White Oak Baptist Church and thanked them for attending.

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b) Pledge of Allegiance

Cub Scout Pack 421 led the Pledge of Allegiance to the US Flag.

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2. APPROVAL OF AGENDA:

a) Mayor Mulhollem requested that Item 5.c. be removed for further investigation.

Moved by: Council Member Wilson
Seconded by: Council Member Jackson
Approved Agenda with change noted above.

CARRIED UNANIMOUSLY

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

a) Mr. Neal Brantley of 4796 Covered Bridge Rd., Clayton, NC read an excerpt from the Netflix series "The Crown."

The information shared explained the value that Queen Elizabeth learned at age 10 by taking an oath and being anointed as Arch Bishop and later becoming Monarch of the British Empire.

4. CONSENT AGENDA:

a) Approval of Minutes:
05 Feb 2018 Regular Council Meeting Minutes

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

CARRIED UNANIMOUSLY

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

a) 2019 Urban Archery Renewal

Mayor Mulhollem open the floor for discussion. Council Member Jackson stated that he hasn't had any complaints, and thought it would be a good way to keep deer under control. No further discussion.

2019 Deer Urban Archer Season Renewal Form appears as follows:

Deer Urban Archery Season Renewal Form
(January 12 - February 17, 2019)

February 2, 2018

Mayor Matt Mulhollem
14094 Buffalo Road
Clayton, NC 27527

Name of Municipality: Town of Archer Lodge **County:** Johnston
Name of Representative: Matthew (Matt) B. Mulhollem, Mayor
Address: 14094 Buffalo Road, Clayton, NC 27527
Phone #: 919-359-9727

Do you wish to participate in the 2019 Deer Urban Archery Season *(January 12 – February 17, 2019)* **Yes** ☑ **No** ☐

It is Wildlife Management policy to provide a complete list of participating municipalities to the hunting public in the Regulations Digest. **Please indicate the phone number and/ or website to be listed in the *2018-2019 Inland Fishing, Hunting, and Trapping Regulations Digest* (Please Print)**

Phone Number: 919-359-9727

Website: townofarcherlodge.com

Are there any changes to the map submitted with your participation letter? **Yes** ☐ **No** ☑

If "Yes", please attached a new map to this form. **(No larger than 11"X17")**

Please print and sign the name of the representative for the Town of Archer Lodge.

Name of Representative: Matthew (Matt) B. Mulhollem, Mayor

Signature:

Thank you for your interest in the management of our state's wildlife resources. Please complete and return this form by mail to:

Shauna Glover, Program Support
Wildlife Management Division
1722 Mail Service Center
Raleigh, NC 27699-1700

Or email:

shauna.glover@ncwildlife.org

TOWN OF ARCHER LODGE
Established
2009
NORTH CAROLINA

Kim Batten
Town Clerk

David T. Cobb, Ph.D., Chief
Wildlife Management Division
(919) 707-0050

Applications must be received by April 2, 2018

Moved by: Council Member Jackson
Seconded by: Council Member Bruton
Approved 2019 Deer Urban Archery Season Renewal.

CARRIED UNANIMOUSLY

b) Discussion and Consideration of Approving the Architect/Engineer Services Agreement and the Professional Services Proposal (Exhibit A) for the Town Hall Expansion by MS Consultants, Inc.

Mayor Mulhollem open the discussion and mentioned that this agreement would authorize MS Consultants, Inc. to draft plans for the Town Hall expansion to use for RFQ's and Builders. Discussion followed.

The fully executed Architect/Engineer Services Agreement by MS Consultants, Inc. along with Exhibit A appears as follows:

A/E SERVICES AGREEMENT

This Agreement (the "Agreement") is entered into and made effective as of the 5th day of March 2018, by and between **ms consultants, inc.**, 920 Main Campus Drive, Suite 430, Raleigh, NC 27606-5213 ("Consultant") and **The Town of Archer Lodge**, 14094 Buffalo Road, Clayton, NC 27527 ("Client"). The Consultant Client are referred to collectively as the "Parties" and individually as a "Party."

In consideration of the mutual promises, covenants, and agreements contained herein, which the Parties acknowledge are good, valuable and sufficient consideration for this Agreement, the Parties, intending to be legally bound, promise, covenant and agree as follows:

1. Scope of Services. Consultant shall perform architecture and engineering services for **a single story, 1,600 SF wood framed, office addition to the existing Archer Lodge Town Hall building. The project will include a full set of permit drawings and specifications, project bidding & award, and Construction Administration services.** (the "Services") as assigned to Consultant from time to time by the Client, either verbally or via written work order directive. Such Services shall are further described in the document attached as Exhibit A.

2. Standard of Care. Consultant shall perform the services under this Agreement with the care and skill ordinarily used by members of the profession practicing under similar conditions at the same time and in the same or a similar locality.

3. Term. Consultant shall complete its obligations within a reasonable time and, in any event, no later than the dates set forth in any exhibit or amendment to this Agreement.

4. Compensation & Payment. For the Services described in Paragraph No. 1, Client agrees to compensate Consultant the lump sum fee of **Thirty-Four Thousand dollars and Zero Cents** ($34,000.00) ("Compensation") plus reasonable expenses for out-of-pocket costs incurred by Consultant related to the Services. Consultant shall invoice Client on a monthly basis for the Services and shall include supporting documentation as may be requested by Client. Payments are due and payable upon presentation of the Consultant's monthly statement. Amounts unpaid thirty days after the invoice date shall bear interest at the rate of 2.0% per month on the unpaid balance.

5. Independent Contractor. The Services of the Consultant will be provided as an independent contractor and Consultant will not be entitled to compensation as an employee, including but not limited to employee retirement benefits, vacation and sick leave and Consultant is not an employee of the Client.

6. Reuse of Documents. Documents prepared by Consultant are not intended or represented to be suitable for reuse by the Client for any other project outside the description provided of the project in this Agreement and any exhibits to it. Any reuse by Client of such documents without specific written verification and consent of the Consultant will be at the Client's sole risk without liability or legal exposure to Consultant. Client agrees to hold harmless the Consultant for any breach of this provision.

7. Confidentiality. The Client agrees to keep confidential and not to disclose any data or information provided by Consultant which is not otherwise in the public domain or required to be disclosed by order of a court or as required by law.

8. Insurance. Consultant shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or death of any and all employees or of any person other than such employees, and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by law or as set forth herein. Commercial general liability and automobile insurance in an amount not less than Two Million Dollars ($2,000,000.00) for injuries, including those resulting in death, to any one person, and in an amount not less than Two Million Dollars ($2,000,000.00) on account of any one accident or occurrence; non-owned and hired auto coverage combined single limit of $1,000,000 per occurrence; uninsured motorist coverage in the amount of $1,000,000 per occurrence. Professional Liability Insurance in the amount of Two Million Dollars ($2,000,000) per occurrence. All policies of insurance relating to the project shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against the Parties, or any insureds, additional insureds, or loss payees thereunder.

9. Indemnification. To the fullest extent permitted by law Consultant shall indemnify and hold harmless Client from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the project itself), but only to the extent caused by the negligent acts or omissions of the Consultant, its subconsultant, anyone directly or indirectly employed by them or anyone for whose acts the Consultant may be liable.

10. Consequential Damages. The Client and Consultant waive indirect and consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

11. Successors. All provisions herein contained shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Client and of Consultant.

12. Severability. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the Parties as indicated by any such stricken term or provision.

13. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

14. Modification. No modification or waiver of any of the terms of this Agreement will be effective against a Party unless set forth in writing and signed by or on behalf of a Party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Agreement, constitute the waiver or modification of any such terms. The Parties acknowledge that no person has authority to modify this Agreement or to waive any of its terms, except as expressly provided in this paragraph.

15. Termination. This Agreement may be terminated by either Party upon written notification to the other party and effective as of the date set forth in such notification. In the event the Client terminates the Agreement, the Consultant shall immediately cease all Services and Client shall immediately compensate Consultant for Services rendered.

16. Applicable Law; Rights Cumulative. This Agreement shall be construed in accordance with the laws of the State of North Carolina, without reference to a state's conflict of law rules. All rights of the Parties hereunder shall be cumulative with all rights which the Parties hereto may have at law or in equity.

17. Third Party Beneficiaries. There are not third party beneficiaries to this Agreement.

18. Construction. The Parties acknowledge that each Party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it.

19. Dispute Resolution. All disputes arising out of this Agreement shall be subject to mediation as a condition precedent to arbitration as administered in accordance with the then current rules for arbitration as established by the American Arbitration Association.

20. Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall comprise one and the same document. The Parties shall accept facsimile or other electronic signatures to this Agreement and the same shall be valid as though it were an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective as of the date set forth in the recitals above:

Jeff Brooks

Consultant: Jeff Brooks, MS Consultants, Inc.

Mayor: Matthew B. Mulhollem
Client: Town of Archer Lodge, NC

TOWN OF ARCHER LODGE
Established
2009
NORTH CAROLINA

Kim Batten

Town Clerk: Kim P. Batten

Page 3 of 3

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

Exhibit A

February 5, 2018

Mike Gordon, Mayor
Town of Archer Lodge, NC
14094 Buffalo Road
Clayton, NC 27527

RE: Professional Services Proposal for a New Office Addition to the Existing Archer Lodge Town Hall

Dear Mayor Gordon,

It was very nice to meet with you and C.L Gobble regarding your design needs in Archer Lodge. We are pleased to offer this proposal to provide professional services for a new office addition to the existing Archer Lodge town hall building. We understand the mission is to break down the project into three separate phases. I have broken the fee proposal down into three separate areas to align with that approach.

SCOPE of SERVICES:

Phase I: Program Development – ms consultants will provide a preliminary office addition floor plan to determine the basic functional uses and equipment needs for the project. This includes the following items: HVAC and electrical service tie-ins, restroom layouts, existing building tie-in, preliminary elevations and site related issues. At this time the anticipated overall size of the addition is approx. 1,600 s.f. The new addition will match the width of the existing town hall building. The length of the new addition will be determined by the effective use of the building program. It is anticipated that the exterior building materials of the new addition will match the style and character of the existing town hall building.

Deliverables:

1. **Architectural Schematic Design** will include the following spaces: A Conference Room (approx. 14' x 22'.) a City Manager's Office (approx. 12' x 16'.) a Planning Department Office (as large as possible.) a fire proof storage/vault room (approx. 8' x 12'.) and 2 ADA compliant restrooms. A preliminary floor plan drawing will be submitted for Town approval. The fees under this phase include one round of revisions to the floor plan. All other revisions will be billed on an hourly basis.

2. **Preliminary** Cost Estimate for the addition and site work including all A/E design costs. The purpose is to determine a reasonable cost of construction to which the new addition and site work can be achieved. Cost averaging on a square foot basis is anticipated.

3. **Preliminary Civil Site Inspection** – ms consultants will determine potential site related challenges and recommendations to address existing site drainage problems. Site improvements will be included in the construction documents.

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

Phase II: Construction Documents – The CD's will commence once the preliminary floor plan and elevations have been approved by the Town Council. The building plans and specifications will include all work for a "Competitive Bid" set of drawings. Drawings will include information from the following disciplines: Civil, Structural, Architectural, Plumbing, Mechanical, & Electrical. All design work will comply with current North Carolina Building Codes.

The project construction documents and specifications will be submitted to the Town of Archer Lodge for planning approval and Johnston County (Building Dept. & Health Department) for review and approval. Review comments will be addressed.

A Competitive Bid delivery method is anticipated and is included under this phase of the project. ms consultants will provide drawings and specifications to qualified commercial Contractors who request to bid on the project.

1. Includes (1) Pre-Bid meeting on site.
2. Includes a Bid Tabulation form to review with the Town Council.
3. Includes a Notice to Proceed letter to the General Contractor who is awarded the project.

Phase III: Construction Administration services are included in this proposal. For a project of this size and scope, I recommend a cost "per meeting" with an anticipated number of meetings throughout the construction process. The meeting fee includes the following services. Travel time to and from the project site; inspection time to review the work that has been put in place; and time for filling out a field investigation report to be submitted to the Town for review and approval.

FEE:
Compensation for the above services shall be as follows:

Phase I – Program Development: Billed on an hourly rate with a not to exceed cost of :	**$ 4,250.00**
Phase II – Construction Documents, Permitting and Bidding: Billed as a Lump Sum Amount of:	**$ 21,500.00**

Phase III – Construction Administration: Billed at a cost of $750 per meeting. It is anticipated that there will be 7 project meetings total:

Meeting 1: Contractor Kickoff Meeting
Meeting 2: After foundations have been installed
Meeting 2: P, M & E Visit
Meeting 3: After Framing has been erected
Meeting 4: After HVAC and electrical equipment installed
Meeting 4: P, E & E Visit
Meeting 5: Drywall and finishes have been completed
Meeting 6: Arch. Project Punch out
Meeting 6: P, M. & E Punch Out
Meeting 7: Project Closeout
Meeting 7: P, M. & E Project Closeout

$ 8,250.00

Total Design Fee: $ 34,000.00

Any other meetings or unintended conflicts that arise during the construction period will be billed at an hourly rate.

ms consultants, inc.

Expenses:
Expenses such as travel are included in the fee above. All printing charges will be billed as a reimbursable expense with no pass thru fees attached.

Schedule:
We understand that Phase I will need to be completed by Feb. 21st and that the Town would like to break ground on the new addition before the end of 2018.

Items that are not included in this Proposal:

- **Traffic Impact Analysis, Erosion Control Plan/Permit Fees (not expected,) Storm water Management Permit (not expected,) NC DOT permit plans and fees are not included in this proposal.**

- **Special Interior Design services are not included in this fee.** The drawings will indicate finish materials for floors, base, walls and ceilings.

- **Sprinkler design (not required), telecom system, data system, intercom system, or any LEED provisions are not included in this fee.**

- **Building Permit Review Fees, Utility Tap Fees (not expected.) Construction Material Testing Fees, Soil Analysis (septic) fees & Geotechnical Investigation services are not included in this fee.** These services can be added, if required, on a lump sum or hourly basis. All Permit fees and approval fees will be the responsibility of the Owner, or reimbursable at cost plus 10%.

- **Construction Cost Estimating services, Building Commissioning services, 3D Modeling services, and Furnishings and Equipment Procurement services are not included in this fee.** These services can be added, if required, on a lump sum or hourly basis.

If this proposal is acceptable to you, we will prepare a formal contract for final review and approval. Once we have received formal notice to proceed, we are prepared to proceed with Phase I 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

ms consultants, inc.

Moved by: Council Member Jackson
Seconded by: Council Member Locklear
Approved the Architect/Engineer Services Agreement and Professional Services Proposal for the Expansion of Town Hall.

CARRIED UNANIMOUSLY

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c) Discussion and Consideration of Approving the Website Design Services with Revize, the Government Website Experts, for a five-year agreement.

Removed from Agenda - See Item 2.

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d) Discussion and Consideration of Two Liaisons for the Archer Lodge Fire Department

Mayor Mulhollem began discussion regarding former Mayor Gordon and himself serving as the past two liaisons between the Town and the Archer Lodge Fire Department. He stated that he was willing to continue as a liaison and was advised by Council Member Castleberry, who was unable to attend tonight's meeting, that he was willing to be a liaison considering his past experiences with the Archer Lodge Fire Department. Discussion followed.

Moved by: Council Member Wilson
Seconded by: Council Member Jackson
Appointed Mayor Mulhollem and Mayor Pro Tem Castleberry as Liaisons

between the Town and the Archer Lodge Fire Department.

CARRIED UNANIMOUSLY

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e) Discussion and Consideration of Appointing a Budget Officer and a Finance Officer

Mayor Mulhollem opened the floor for discussion to appoint a Budget Officer and Finance Officer. Considerations were mentioned for Council Member Bruton to serve as Budget Officer and Kim Batten to serve as Finance Officer. Discussion followed.

Moved by: Council Member Locklear
Seconded by: Council Member Jackson
Appointed Council Member Bruton as Budget Officer.

CARRIED UNANIMOUSLY

Moved by: Council Member Bruton
Seconded by: Council Member Jackson
Appointed Ms. Kim Batten as Finance Officer.

CARRIED UNANIMOUSLY

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f) Discussion and Consideration of a Designee for the Town of Archer Lodge on the EWTV/PEG Media Board

Mayor Mulhollem recognized Mr. Gary McConkey, Studio Director with EWTV/PEG (East Wake Television). Mr. McConkey introduced himself and shared information regarding their relationship with the Town of Archer Lodge. He mentioned that the Interlocal Agreement with the Town of Archer Lodge states that the Mayor would serve on the Board. In light of the agreement, Mayor Mulhollem asked for nominations to serve on the EWTV/PEG Media Board. Receiving no nominations, Mayor Mulhollem stated he would represent Archer Lodge on the Board and their next meeting is planned for Friday, March 9th in Garner.

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g) Discussion and Consideration of an Executive Board Member and an Alternate Board Member on CAMPO

Mayor Mulhollem stated that he would be willing to serve as an Executive Board Member for CAMPO, and noted that Council Member Bruton was interested in serving as the Alternate Board Member for the Town, pending confirmation from her employer that it would not present any conflict of interest. Discussion followed.

Moved by: Council Member Wilson
Seconded by: Council Member Locklear
Appointed Mayor Mulhollem as an Executive Board Member and Council Member Bruton, pending approval from her current employer, as an Alternate Board Member to represent the Town with CAMPO.

CARRIED UNANIMOUSLY

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6. TOWN ATTORNEY'S REPORT:

Attorney Hewett handed out information to Council Members from the UNC School of Government regarding a Mayor/Council form of government and a Council/Manager form of government to review for their next Work Session.

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7. ADMINISTRATIVE CONSULTANT'S REPORT:

No Report

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8. PLANNING/ZONING REPORT:

a) **Bob Clark shared an update on the Buffalo Road Improvements and discussion followed.**

- The Curb and Gutter Improvement Project is moving fairly quickly with some preliminary ideas.
- Resolution# AL2018-02-05 had been forwarded to NCDOT, and was informed no further action is required by the Town.
- The placement of sidewalks, curb and gutters, the investigation of storm drainage, recognizing driveways, access points for Veteran's Memorial, and the Town Hall expansion, on Buffalo and Archer Lodge Roads, near Town Hall was discussed.
- Mayor Mulhollem, Pastor Scott Bolton representing White Oak Baptist Church, and Dene Castleberry representing the Archer Lodge Community Center met to discuss the project plans.

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9. VETERAN'S COMMITTEE REPORT:

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

1. ALVMC has raised $60,000.
2. The Memorial center piece will be 10' wide x 7' high, and approximately $23,000.
3. Plan is to have the Center Piece in place by November 11, 2018 for Archer Lodge Veteran's Day Service, and to commemorate the 100th Year Anniversary of World War I ending on November 11, 1918.
4. Next Biscuit Sale will be held on March 16, 2018.
5. Mr. Mulhollem thanked everyone for their support and donations.

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10. MAYOR'S REPORT:

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

1. He commended the Archer Lodge Fire Department for their Annual Banquet that was held on February 17th in recognizing retired and active firefighters. Council Member Jackson shared how the Archer Lodge Fire Department responded quickly to his home when on fire, and expressed how much he appreciated their services.
2. He was pleased with the 2018 Budget Planning Session and noted that Staff is proceeding with items listed.
3. He thanked Ms. Lawhorn for filling in for Ms. Batten while enjoying her vacation.

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11. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

a) **Council Member Wilson shared how his wife, Jane, and himself formed the Clayton Area Parkinson's Support Group which is registered with the Carolina Parkinson's Association, and is an affiliate of the National Parkinson's Foundation. He urged that anyone with Parkinson's or a Caregiver of a Parkinson's patient was invited to attend the meetings.**

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b) **Council Member Jackson reminded everyone of Daylight Saving Time on Sunday, March 11th and wished everyone a happy St. Patrick's Day and Easter. Also, he mentioned that his son complimented the new banners throughout the town.**

c) **Council Member Locklear had received compliments on the town banners. He also shared that Mayor Mulhollem and himself participated in serving a meal to honor the Archer Lodge Firemen which was held at the Archer Lodge Community Center in February.**

d) **Council Member Bruton thanked the Cubs Scouts for coming to the meeting and welcomed them back anytime. She also commended Mayor Mulhollem for doing a good job as Mayor. Mayor Mulhollem reiterated her remarks by thanking the Cubs Scouts for coming to the meeting and leading in the Pledge of Allegiance.**

12. ADJOURNMENT:

a) **No Further Business**

Moved by: Council Member Jackson
Seconded by: Council Member Locklear
Meeting adjourned at 7:39 p.m.

CARRIED UNANIMOUSLY

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

TOWN OF ARCHER LODGE
Established
2009
NORTH CAROLINA