



Regular Council - Minutes Monday, October 7, 2019

COUNCIL PRESENT:

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

STAFF PRESENT:

Mike Gordon, Town Administrator
Chip Hewett, Town Attorney
Kim P. Batten, Finance Officer/Town Clerk
Julie Maybee, Town Planner

COUNCIL ABSENT:

MEDIA PRESENT:

None

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.

b) Pledge of Allegiance

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

2. APPROVAL OF AGENDA:

a) No additions or changes noted.

Moved by: Council Member Wilson

Seconded by: Mayor Pro Tem Castleberry

Approved Agenda.

CARRIED UNANIMOUSLY

3. OPEN FORUM/PUBLIC COMMENTS:

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

- a) Mr. Neal Brantley of 4796 Covered Bridge Rd., Clayton, NC shared an article written by former US Representative Ron Paul, "Federal Reserve's Latest Bailout More Proof Bad Times Ahead" and offered comments.**

4. CONSENT AGENDA:

- a) Approval of Minutes:
03 Sept 2019 Regular Council Meeting Minutes**

b) Budget Amendment (BA 2020 01)

Budget Amendment (BA 2020 01) appears as follows:

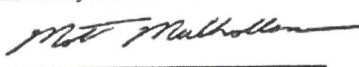
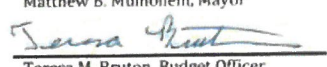
BA 2020 01

Town of Archer Lodge
Budget Amendment

Fiscal Year Ending June 30, 2020
Budget Amendment #
Date

BA 2020 01
07-Oct-19

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

Account	Account Number	Budget	Amendment	Amended Budget
Revenues:				
Gen. 2018 Property Taxes	10-3118-0000	-	500.00	500.00
Cap Res: Investment Earnings	30-3831-0000	-	10,000.00	10,000.00
Cap Res: Transfer from General Fund 10	30-3900-3910	-	25,000.00	25,000.00
Park Res: Investment Earnings	31-3831-0000	-	5,000.00	5,000.00
Park Res: Transfer from General Fund 10	31-3900-3910	-	160,000.00	160,000.00
Pub Safety Res: Investment Earnings	32-3831-0000	-	6,500.00	6,500.00
Pub Safety Res: Transfer from General Fund 10	32-3900-3910	-	25,000.00	25,000.00
Total Increase (Decrease) in Revenues			232,000.00	
Expenditures:				
Gen/Gov Body: Johnston County Public Schools Support	10-4110-3175	-	3,000.00	3,000.00
Gen/Gov Body: Dues and Subscriptions	10-4110-4000	11,730.00	(600.00)	11,130.00
Gen/Public Works: Contracted Services	10-4510-3500	48,000.00	(5,000.00)	43,000.00
Gen/Plan & Zon: Professional Fees	10-4910-1900	2,000.00	(500.00)	1,500.00
Gen/Plan & Zon: Dues and Subscriptions	10-4910-4000	320.00	500.00	820.00
Gen/Debt Service & Fees: Interest Payments-Expansion Town Hall	10-9110-2200	6,806.00	3,100.00	9,906.00
Cap Res: Transfer to General Fund 10	30-9900-0010	-	35,000.00	35,000.00
Park Res: Recreation Development	31-6120-5500	-	99,000.00	99,000.00
Park Res: Transfer to General Fund 10	31-9900-0010	-	66,000.00	66,000.00
Pub Safety Res: Public Safety Development	32-4300-5500	-	31,500.00	31,500.00
Total Increase (Decrease) in Expenditures			\$ 232,000.00	
			\$	
Justification for Budget Amendment:				
To appropriate or reappropriate unanticipated revenues and expenditures as recorded.				
Adopted this 7th day of October 2019				
ATTEST:				
		Matthew B. Mulhollem, Mayor		
Kim P. Batten, Town Clerk				
		Teresa M. Bruton, Budget Officer		
				

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

CARRIED UNANIMOUSLY

5. RECOGNITION/PRESENTATION:

a) **Proclamation - Breast Cancer Awareness Month**

Mayor Mulhollem proclaimed October 2019 as Breast Cancer Awareness Month by reading the following Proclamation for Breast Cancer Awareness Month:



Proclamation

WHEREAS, while breast cancer touches the lives of Americans from every background in every community, while considerable progress has been made in the fight against breast cancer; and

WHEREAS, it is estimated that more than 268,000 new cases of invasive breast cancer in women will be diagnosed in the United States in 2019; and

WHEREAS, October is Breast Cancer Awareness Month, an annual campaign to increase awareness about the disease; and

WHEREAS, during this month, we as a community support breast cancer research and to educate all citizens about detection, risk factors and treatment; and

WHEREAS, we, as a community, support those courageously fighting breast cancer and honor the lives lost to the disease; and

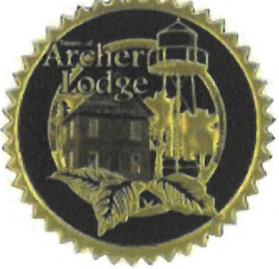
WHEREAS, this October, we recognize breast cancer survivors, those battling the disease, their families who are a source of love and encouragement, and applaud the efforts of our medical professionals and researchers working hard to find a cure; and

NOW, THEREFORE, LET IT BE PROCLAIMED by the Honorable Mayor and Town Council of the Town of Archer Lodge, North Carolina, do hereby proclaim October 2019 as

Breast Cancer Awareness Month

In the Town of Archer Lodge, North Carolina, I encourage citizens to participate in activities that will increase awareness of what Americans can do to prevent breast cancer, and to wear pink ribbons in honor of those who have lost their lives to breast cancer and those who are now bravely fighting this disease.

Duly adopted this the 7th day of October 2019.

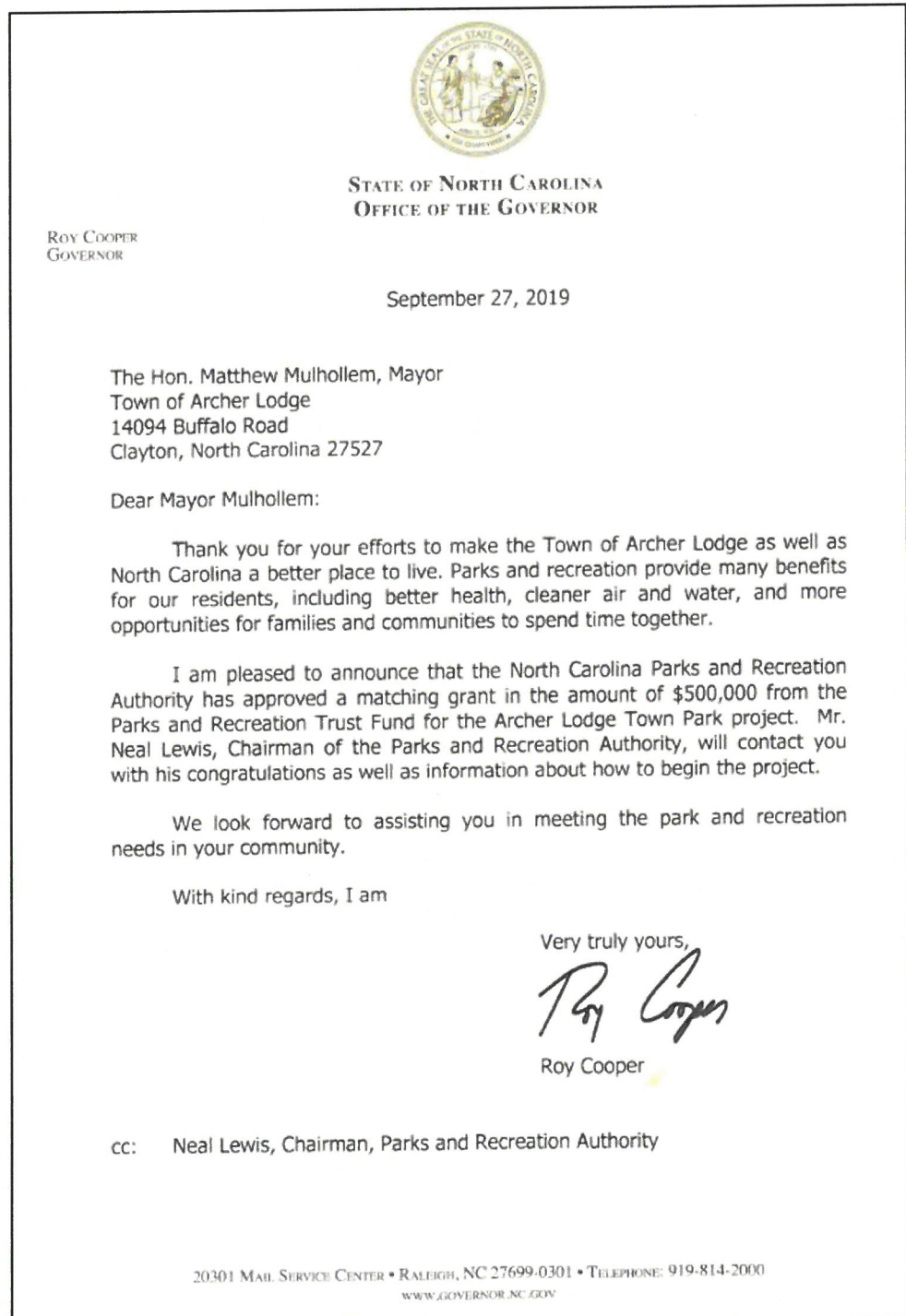



Matthew B. Mulhollem
Mayor

b) PARTF Grant Acknowledgements

Mayor Mulhollem shared a letter from NC Governor Roy Cooper announcing that the NC Parks and Recreation Authority had approved a matching grant in the amount of \$500,000 from the Parks and Recreation Trust Fund (PARTF) for the Archer Lodge Town Park Project.

The letter from NC Governor Roy Cooper appears as follows:



In addition to receiving the announcement letter from NC Governor Roy Cooper, the Mayor mentioned that the NC PARTF also provided a similar letter congratulating the Mayor and the citizens of the Town of Archer Lodge for receiving the \$500,000 matching grant and their letter appears as follows:



**North Carolina
Parks & Recreation Trust Fund**

October 1, 2019

The Honorable Matthew Mulhollem
Mayor
Town of Archer Lodge
14094 Buffalo Road
Clayton, North Carolina 27527

Dear Mayor Mulhollem:

As Chairman of the North Carolina Parks and Recreation Authority, I am pleased to congratulate you and the citizens of the Town of Archer Lodge on being selected to receive a grant from the Parks and Recreation Trust Fund (PARTF). The Authority received 56 applications requesting more than \$16.4 million in assistance from PARTF. These projects were of very high quality and the successful applications were truly outstanding.

The Town of Archer Lodge will receive a grant for \$500,000 to fund the Archer Lodge Town Park project. The Division of Parks and Recreation will be sending additional details regarding the PARTF grant shortly.

We are excited about the potential of this project and look forward to working with you to make these resources available to your community. Parks and recreation contribute to healthier lifestyles, stronger communities and the quality of life that makes North Carolina a great place to live. Again, congratulations!

Sincerely,



Neal Lewis, Chairman
N.C. Parks and Recreation Authority

cc: Dwayne Patterson, Director, NC Division of Parks and Recreation

N.C. Division of Parks and Recreation • MSC 1615 • Raleigh, NC 27699-1615 • (919) 707-9300

6. **DISCUSSION AND POSSIBLE ACTION ITEMS:**

a) **Discussion and Consideration of Transitioning the Clayton, NC 27527 Addresses to Archer Lodge, NC 27527 with the US Postal Service by Confirmation of Street Listings Provided**

Having researched further, Mr. Gordon informed the Town Council that citizens within the Archer Lodge Town Limits who currently use "**Clayton, NC 27527**" on the third line of their mailing addresses will be the only addresses changing to **Archer Lodge, NC 27527** should they pursue this change. The USPS needs confirmation from the Town Council to pursue changing those addresses effective on Tuesday, October 29, 2019. Once confirmation is communicated to USPS, then Staff stated that residents will be notified by our website and social media accounts as well as utilizing mass mailings.

Mayor Mulhollem noted that the Town would continue to communicate with the USPS in changing the Wendell, NC 27591 addresses in the future but they're served by the Wendell USPS and not Clayton USPS. No further discussion.

The official notification from the USPS regarding this address change appears as follows:

DISTRICT MANAGER
GREENSBORO DISTRICT

UNITED STATES
POSTAL SERVICE

RECEIVED
SEP 03 2019
TOWN OF ARCHER LODGE
BY: 

August 29, 2019

USPS TRACKING # 9114 9999 4423 8914 8432 16
CUSTOMER RECEIPT For Tracking or inquiries go to USPS.com or call 1-800-275-1811

Mike Gordon
Town Administrator, Archer Lodge
14094 Buffalo Road
Clayton, NC 27527-6356

Dear Mr. Gordon:

This letter is in response to your request for a Zip Code for the Town of Archer Lodge.

The general stability of ZIP Code boundaries is essential to the timely and accurate distribution of the mail. The ZIP Code boundary review process was established to accommodate municipal identity issues. Unfortunately, Archer Lodge does not currently meet the criteria for a new ZIP Code, which includes extremely high growth where the number of regular routes will exceed 55 or the number of delivery points will exceed 25,000.

Realizing how important it is for the Town of Archer Lodge to maintain its identity, newer enhancements to our national database are being made. These changes will allow the Clayton portion of the Archer Lodge community to use the Archer Lodge name with the 27527 ZIP Code. Because the Archer Lodge community is served by two post offices, residents in the Wendell portion will not be allowed to use Archer Lodge as the city name in the last line of their address. We have made a special provision for the Clayton addresses only.

This change will take effect by **October 29, 2019**. Our address database will then recognize Archer Lodge as a valid preferred last line for the Clayton mailing addresses. During the transition, mail addressed with either Archer Lodge NC 27527 or Clayton NC 27527 will be delivered in a timely manner. The major change you will notice is all national major mailers will begin to correct their databases to reflect Archer Lodge versus Clayton. If you feel this is something the Town of Archer Lodge would like to pursue, please confirm that the street listing you provided for Clayton is complete. Once confirmation is received, we will contact you to begin the process.

If you have any additional questions regarding this matter, please contact Andrea Cranford, Boundary Review Specialist

Sincerely,


Russell D. Gardner
District Manager/Lead Executive

Cc: Manager, Operations Programs Support
Manager, Post Office Operations (A2)
Manager, Address Management Systems
Postmaster, Clayton
Boundary Review Specialist

PO Box 27499
Greensboro NC 27498

Moved by: Council Member Jackson
Seconded by: Council Member Locklear
Approved the USPS to change the "Clayton, NC 27527" addresses for citizens within the Archer Lodge Town Limits to "Archer Lodge, NC 27527."
CARRIED UNANIMOUSLY

- b) **Discussion and Consideration of Setting a Public Hearing for an Ordinance Regulating Firearms within the Town of Archer Lodge**
- Mayor Mulhollem reiterated that the Johnston County Firearms Ordinance that is already in place would be enforced if the Town had not incorporated in 2009. Due to the nature of the proposed ordinance to regulate Firearms, Mayor Mulhollem opened the floor for discussion of holding a Public Hearing. No further discussion.
- Moved by: Council Member Wilson
Seconded by: Council Member Jackson
Approved to hold a Public Hearing at the Work Session Scheduled for Monday, November 18, 2019 on a Proposed Ordinance Regulating Firearms within the Town of Archer Lodge.
CARRIED UNANIMOUSLY

c) **Discussion and Consideration of Executing a NC Parks and Recreation Trust Fund (PARTF) Project Agreement between the Town of Archer Lodge and NC Department of Natural and Cultural Resources (DNCR) Project Number: 2020-904, Period Covered 12/1/2019 - 11/30/2022**

Having no discussion, Mayor Mulhollem ask for a motion to execute the PARTF Agreement.

The Fully Executed NC PARTF Project# 2020-904 Agreement appears as follows:

STATE OF NORTH CAROLINA	CONTRACTOR'S FEDERAL I.D.
COUNTY OF WAKE	XXXX 89634

N.C. Parks and Recreation Trust Fund Project Agreement

Grantee: Town of Archer Lodge
Project Number: 2020 - 904
Project Title: Archer Lodge Town Park
Period Covered By This Agreement: 12/1/2019 to 11/30/2022

Project Scope (Description of Project): Development including softball field, baseball field, playground, trail, walkways, parking, utilities, contingency, and planning costs.

Project Costs:	PARTF Amount	\$ <u>500,000</u>
	Local Government Match	\$ <u>500,000</u>

Conditions

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and Town of Archer Lodge (hereinafter referred to as "Grantee") agree to comply with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund (PARTF) administrative rules and grant application which are hereby by reference made a part of the PARTF grant contract and which are on file with the Division of Parks and Recreation. In addition, the Department and the Grantee agree to comply with the State of North Carolina's Terms and Conditions as listed in "Attachment A" to this contract.

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this grant agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to obligate to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department.

Section I. Eligible Project Costs and Fiscal Management

1. The PARTF grant amount must be matched on at least a dollar-for-dollar basis by the Grantee. To be eligible, project costs must be incurred during the contract period, be documented in the grant application, and described in the project scope of this agreement, and initiated and/or undertaken after execution of this agreement by the Grantee and the Department.
2. PARTF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. Value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on PARTF acquired land within five (5) years of the date this contract is signed by the Department and Grantee in order to allow general public access and use.
3. Payment shall be made in accordance with the contract documents as described in the Scope of Work (Attachment B). Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this contract. Invoices may be submitted to the Contract Administrator

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quarterly. Final invoices must be received by the Department within forty-five (45) days after the end of the contract period or contract completion, whichever occurs first. Accounting records should be based on generally accepted local government accounting standards and principles. Records shall be retained for a period of five (5) years following project completion, except that records shall be retained beyond five (5) year period if audit findings have not been resolved. All accounting records and supporting documents will clearly show the number of the contract and PARTF project to which they are applicable. The State Auditor shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7.

4. The Grantee agrees to refund to the Department, subsequent to audit of the project's financial records, and costs disallowed or required to be refunded to the Department on account of audit exceptions.

Section II. Project Execution

1. The Grantee may not deviate from the scope of the project without approval of the Department. When one of the conditions in the contract changes, including but not limited to the project scope, a revised estimate of costs, a deletion or additions of items, or need to extend the contract period, the Grantee must submit in writing a request to the Department for approval.
2. The Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Department.
3. In the event the Grantee subcontracts for any or all of the services covered by the contract:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this contract;
 - b. The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards; and;
 - c. The subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
4. In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, the grantee agrees not to subcontract with any vendors debarred or suspended by the State of North Carolina and shall not knowingly enter into any lower tier covered transactions with a person or vendor who is debarred, suspended or declared ineligible.
5. The Grantee shall not substitute key personnel assigned to the performance of this contract without prior approval by the Department's Contract Administrator. Ms. Kim Batten is designated by the Grantee as key personnel for purposes of this contract. The Department designates, Ms. Jill Fusco, Grant Administrator, as the Contract Administrator for the contract.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Ms. Jill Fusco, Contract Administrator 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone 919-707-9370 Email: chris.schmidt@ncparks.gov	Town of Archer Lodge Attention: Kim Batten 14094 Buffalo Road Clayton, NC 27527 Telephone: 919-359-9727 Email: kim.batten@archerlodgenc.gov

6. The Grantee agrees to comply with all applicable federal, state and local statutory provisions governing purchasing, construction, land acquisition, fiscal management, equal employment opportunity and the environment including but not limited to the following:

Local Government Budget and Fiscal Control Act (G.S. 159-7 to 159-42); Formal Contracts, Informal Contracts and Purchasing (including but not limited to G.S. 44A-26, G.S. 87-1 to 87.15.4, G.S. 133.1 to 133-40, G.S. 143-128 to G.S.143-135; Uniform Relocation Assistance Act (G.S. 133-5 to 133-18); Conflict of Interest (G.S. 14-234); Contractors

Must use E-Verify (G.S. 143-48.5); Americans With Disabilities Act of 1990 (P.L. 101-336) and ADA Accessibility Guidelines; N.C. State Building Code; and the North Carolina Environmental Policy Act (G.S. 113A-1 to G.S. 113A-12), and Sales Tax Refund (G.S. 105-164.14(c)).

7. The Grantee agrees it provides a drug-free workplace in accordance to the requirements of the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D).
8. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a close-out inspection upon project completion. After project completion, the Grantee agrees to conduct grant contract compliance inspections at least once every five (5) years and to submit a Department provided inspection report to the Department.
9. The Grantee agrees land acquired with PARTF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without approval of the Department. The Grantee agrees to maintain and manage PARTF assisted development/ renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
10. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
11. The Grantee shall agree to place utility lines developed with PARTF assistance underground.
12. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.
13. The Grantee agrees not to discriminate against any person on the basis of race, sex, color, national origin, age, residency or ability in the use of any property or facility acquired or developed pursuant to this agreement.
14. The Grantee certifies that it:
 - (a) Has neither used nor will use any appropriated funds for payment to lobbyists;
 - (b) Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - (c) Will file quarterly updates about the use of lobbyists if material changes occur in their use.

Section III. Project Termination and Applicant Eligibility

1. The Grantee may unilaterally rescind this agreement at any time prior to the expenditure of funds on the project described in this contract.
2. If through any cause, the Grantee fails to fulfill in a timely and proper manner the obligations under this contract, the Department shall thereupon have the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reasons thereof. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this contract.
3. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules and this agreement shall result in the Department declaring the Grantee ineligible for further participation in PARTF, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.

Section IV. Attestation and Execution

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Contractor) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In witness whereof, the Department and the Grantee have executed the Agreement in duplicate originals, one of which is retained by each of the parties.

Town of Archer Lodge	
Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Matthew B. Mulhollem	Mayor
Typed or Printed Name of Official	Title of Official

(Notary Public Completes)

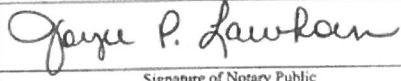
State of North Carolina

County of Johnston

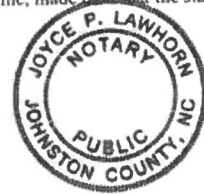
On this 8th day of October, 2019, Matthew B. Mulhollem

personally appeared before me the said named Joyce P. Lawhorn, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: March 20, 2021.


Signature of Notary Public

(Seal Here)



North Carolina Department of Natural and Cultural Resources
Susi H. Hamilton, Secretary

By: 
Department Head or Authorized Agent
for Secretary Hamilton

Director
Title

**General Terms and Conditions
Governmental Entities
May 1, 2011**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of Government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(2): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates an air, area, regional, or multi-county, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grant" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(16) "Unit of Local Government has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards; and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract thence to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar doctrine. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason therefor and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if and it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strike, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Provisions: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons

and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-104, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disbursement action, or other action involving this Contract has started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Time Records: The Grantee will maintain records of the time and effort of each employee reaching compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and warrants, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their aims and terms, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-194.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fees: The parties certify and warrant that no gratuities, kickbacks or contingency fees are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyist(s) whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with

profits or non-appropriated funds on or after December 22, 1999; and (c) will file quarterly updates about the use of lobbyist(s) if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, officer, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipates bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if these agencies have adopted Executive Order 24.

Scope of Work

North Carolina Division of Parks and Recreation
Parks and Recreation Trust Fund – Grants Program for Local Governments

Grantee: Town of Archer Lodge
Title of Project: Archer Lodge Town Park
Project Number: 904
Contract Number: 2020-904
Amount of Grant: \$ 500,000
Amount of Match: \$ 500,000
Contact Person for Project: Kim Batten
Title: Finance Officer
Town of Archer Lodge
Address: 14094 Buffalo Road
Clayton, NC 27527
Telephone: 919-359-9727
Contact email address: kim.batten@archerlodgenc.gov

Scope of Project: Development including softball field, baseball field, playground, trail, walkways, parking, utilities, contingency, and planning costs.

Length of Project: 36 months (12/1/2019– 11/30/2022)

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The Town of Archer Lodge grant application and support documentation are, by reference, part of the contract. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the contract.

Project Costs
Archer Lodge Town Park – Town of Archer Lodge
March 2019

Project Elements	Unit	Unit Cost	Total Item Cost
Building Costs			
200' Girls softball field (includes earthwork, drainage, lighting, backstop, fencing, dugout, infield, seeding, and irrigation)	Lump Sum	\$220,000	\$220,000
200' Little League field (includes earthwork, drainage, lighting, backstop, fencing, dugout, infield, seeding, and irrigation)	Lump Sum	\$220,000	\$220,000
Playground (includes earthwork, equipment, surfacing, edging, trash receptacle, and recycling receptacle)	Lump Sum	\$115,000	\$115,000
Accessible crushed screenings walking trail (6' wide, ½ mile length)	Lump Sum	\$47,508	\$47,508
6' wide concrete sidewalk	Lump Sum	\$26,000	\$26,000
Gravel entrance drive and parking for 100 cars (includes grading, drainage, directional and ADA signs, concrete parking pad, and wheel stops)	Lump Sum	\$124,000	\$124,000
Vinyl coated chain link fence and park entrance gate and sign	Lump Sum	\$38,000	\$38,000
Water and electric hookups	Lump Sum	\$22,500	\$22,500
Cost to Build			\$813,008
Contingency for the Cost of Building			
Contingency (not to exceed 5% of the cost to build or renovate)	5%		\$40,650
Construction management, site planning, preliminary design, survey and appraisals, or the cost of preparing the application (not to exceed 20% of the cost of the project)	18%		\$146,342
Total Project Cost			\$1,000,000
Total PARTF Grant Request			\$500,000
Total Local Match			\$500,000

Moved by: Council Member Locklear

Seconded by: Mayor Pro Tem Castleberry

Executed the NC Parks and Recreation Trust Fund (PARTF) Project Agreement between the Town of Archer Lodge and NCDNCR Project# 2020-904, period covering December 1, 2019 - November 30, 2022.

CARRIED UNANIMOUSLY

7. TOWN ATTORNEY'S REPORT:

a) **No report.**

8. TOWN ADMINISTRATOR'S REPORT:

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

- 10th Year Anniversary Celebration invitations were hand delivered when attending the Johnston County Commissioner's meeting on Monday, October 7, 2019.
- He and Mayor Pro Tem Castleberry attended Clayton Chamber of Commerce Legislative and Governmental Affairs Meeting on Friday, October 4, 2019.

9. FINANCIAL/TOWN CLERK'S REPORT:

a) **Interim Financial Reports for Month ending September 30, 2019**

Ms. Batten noted that September 30, 2019 was the end of the quarter. Revenues in the General Fund remain slow since real property taxes aren't considered late until after the first of the year. The franchise taxes for period ending June 30, 2019 were received mid-month but were accounted in the last fiscal year ending June 30, 2019. Revenues from franchise taxes for the current fiscal year are distributed mid December 2019. Expenditures in the General Fund were about 46% higher than revenues received in September; however, they remain constant month to month and not dependent on the fiscal year cycle. Ms. Batten assured Council that after the first of the year, the General Fund Revenues will have a significant difference in an upward direction. Ms. Batten mentioned the Capital Reserve Fund, Park Reserve Fund and Public Safety Reserve Fund continue to gain revenues in investment earnings and in transfers for the three cents devoted for the Park Reserve Fund.

In comparing September 2019 with September 2018 in the General Fund, Ms. Batten mentioned the following differences:

1. 2018 - Down payment of \$200,000 was made on the Park Land
2. 2019 - Two new debt payments were made on park land acquisition loan and town hall expansion loan
3. 2019 - Ad Valorem tax revenues are slightly higher due to Tax Revaluation by Johnston County
4. 2019 - Transfers to Capital Reserve Fund and Public Safety Reserve Fund were made at beginning of fiscal year
5. 2019 - Increase amounts to ALVFD and transfer to Park Reserve Fund due to Tax Revaluation by Johnston County

No further comments or discussion.

10. PLANNING/ZONING REPORT:

a) **Development Activity**

Ms. Maybee reported the following:

HARDEN CREEK: Preliminary Plat (10 lots, public water/septic) conditionally approved by Planning Board at the September 18, 2019 Planning Board Meeting.

Location: East side of Wendell Rd/South side of Wall Rd

- *Abuts Archer Lodge Middle School (North)*
- *Abuts Woodfin Subdivision (South)*

DEPARTMENT/AGENCY PARTNERSHIPS:

- **NCDOT** - Information from District Engineer Office
 - *Speed Study completed on Castleberry Road*
 - *Echo Forest Subdivision*
- **Johnston County Public Utilities**
 - *Attended Workshop - Stormwater*
- **Archer Lodge Fire Department**
 - *Input on Subdivision layout and location of hydrants.*
 - *Discussion on Design Standards*
- **Johnston County Health Department**
 - *Met with the Director*
 - *Created form to facilitate Well/Septic Permitting Process*
- **Town of Clayton - Animal Control**
 - *Facilitate Enforcement Activities*
- **Johnston County Sheriff Department**
 - *Noise Complaints*
- **NC Department of Public Safety**

- **Johnston County GIS**
 - *Develop a map of Archer Lodge depicting properties in present land use (deferred taxes).*
 - *Zip Code Map and Address Database*
- **United States Post Office**
 - *Archer Lodge, NC address change as discussed by Town Administrator.*
- **NC Department of Commerce**
- **Johnston Community College**
- **NC Department of Environmental Quality**
 - *Staff reviewing current Watershed Ordinance to verify compliance with updated standards.*
- **Staff**
- **Veterans**
- **Community Center and many others**

RESPOND TO BUSINESS AND CITIZENS:

- *Commercial Projects*
- *Residential Developments*
- *Zoning Permits*
- *Flood Damage Prevention, etc.*

b) Projects

Ms. Maybee reported the following:

BIKE AND PEDESTRIAN PLAN:

- **Steering Committee Meeting #3 Summary - Wednesday, October 2, 2019**
 - *AECOM provided update on the project.*
 - *Final Plan - December 2019.*
 - *Draft Plan will be available in couple of weeks for steering committee*
 - *Reviewed survey priorities: Connectivity, Safety, Education Programs, Promotion*
 - *Presented proposed corridor improvements*
 - *Group exercises ranking corridors, policies and programs and discussed results*
- **Public Input Meeting #2 - followed Steering Committee Meeting**
 - *No attendance from public*

NEW CONSTRUCTION PROGRAM - CENSUS:

- *Collecting data for submission by October 31, 2019*

NON-RESIDENTIAL DESIGN:

- *Planning and Zoning administrative work is on-going, staff discussed October 3, 2019*

DEVELOPMENT ORDINANCES:

- **Subdivision** - *developing internal Tracking System*
- **Water Supply Watershed Protection** - *ongoing review*

NCDOT:

- **Buffalo Road Improvements** - *Responded to appraisal inquires relative to Zoning, etc. for Right-of-Way Acquisition*

SEWER FEASIBILITY STUDY:

- *Budgeted and exploring options*

c) Code Enforcement

Ms. Maybee reported the following:

NUISANCE ABATEMENT:

- Five signs removed from NCDOT Right-of-Way in September 2019
- Tall grass/weeds at 74 Richmond Road - Citation issued and referral to Town Attorney upcoming
- Noise Ordinance - Complaint reported at Archer Pointe
- Animal Control - September 2019 Citations: (1) walking patrol, (2) complaints on livestock, and verbal warning on leash law

**d) Planning Board Membership Opportunities -
Deadline is Noon, Friday, October 25, 2019**

Ms. Maybee reminded everyone that the deadline for Archer Lodge residents to apply appointment or reappointment to the Planning Board/Board of Adjustment is Noon on Friday, October 25, 2019.

11. VETERAN'S COMMITTEE REPORT:

a) Mr. Mike Mulhollem reported the following:

- Discussed landscaping ideas
 - Flag pole bases installed with lights
 - Invitations mailed for the ALVM Dedication being held Sunday, November 10, 2019 at 3:00 pm
 - "Thank you" flyers will be distributed to all "Biscuit 'n Brick" Campaign Supporters
 - Final ALVM Biscuit Sale is on Friday, October 18, 2019
 - Engraved Pavers had been delivered to the Veterans Memorial Site
-

12. MAYOR'S REPORT:

- a) Mayor Mulhollem felt honored that he delivered greetings at the 21st Annual Triangle Buddy Walk Fundraiser for the National Down Syndrome Society which was held on Sunday October 6, 2019 at the Archer Lodge Community Center.**
-

13. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

a) Council Member Wilson shared the following:

- TJCOG Regional Summit is scheduled for October 13, 2019 in Pittsboro, NC
- TJCOG Executive Board is offering services to small communities

b) Council Member Jackson shared the following:

- Archer Lodge Fire Department's Halloweenie Roast on Thursday, October 31, 2019
- November 2019 Municipal Election

-
- c) Mayor Pro Tem Castleberry shared information of the Archer Lodge Veterans Memorial Site with acquaintances from out of town.**
-

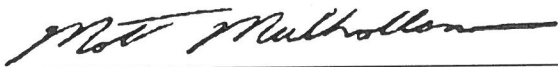
14. ADJOURNMENT:

- a) Mayor reminded Council that the October 21, 2019 will be the first **JOINT WORK SESSION** between the Governing Body and the Planning Board.

No Further Business.

Moved by: Council Member Jackson
Seconded by: Mayor Pro Tem Castleberry
Adjourned meeting at 7:52 p.m.

CARRIED UNANIMOUSLY



Matthew B. Mulhollem, Mayor



Kim P. Batten, Town Clerk

