



Regular Council - Minutes Monday, January 6, 2020

COUNCIL PRESENT:

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

STAFF PRESENT:

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

COUNCIL ABSENT:

GUEST PRESENT:

Dale R. Place, CPA - May & Place PA.

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, Archer Lodge, 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: Council Member Jackson

Approved Agenda.

CARRIED UNANIMOUSLY

3. OPEN FORUM/PUBLIC COMMENTS:

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

a) No Public Comments.

4. RECOGNITION/PRESENTATION:

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

Mr. Place presented highlights of the Audit for Fiscal Year ending June 30, 2019. He provided a clean opinion and referenced a few pages within the Audit Report especially page 21 which appears as follows:

Town of Archer Lodge, North Carolina
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2019

	Major Funds					Total Governmental Funds
	General Fund	Capital Reserve Fund	Park Reserve Fund	Public Safety Reserve Fund	Capital Project Fund	
REVENUES						
Ad valorem taxes	\$ 674 603	\$ -	\$ -	\$ -	\$ -	\$ 674 603
Unrestricted intergovernmental	411 905	-	-	-	-	411 905
Restricted intergovernmental	154 054	-	-	-	-	154 054
Permits and fees	7 880	-	-	-	-	7 880
Investment earnings	24 602	9 430	4 355	515	-	38 902
Miscellaneous	25	-	-	-	-	25
Total revenues	1 273 069	9 430	4 355	515	-	1 287 369
EXPENDITURES						
Current:						
General government	380 211	-	-	-	-	380 211
Public Safety	271 616	-	-	-	-	271 616
Transportation	17 112	-	-	-	-	17 112
Economic and physical development	93 945	-	-	-	-	93 945
Culture and recreation	102 832	-	-	-	-	102 832
Debt service:						
Principal	33 333	-	-	-	-	33 333
Interest and other charges	10 230	-	-	-	-	10 230
Capital outlay	600 000	-	-	-	415 446	1 015 446
Total expenditures	1 509 279	-	-	-	415 446	1 924 725
Excess (deficiency) of revenues over expenditures	(236 210)	9 430	4 355	515	(415 446)	(637 350)
OTHER FINANCING SOURCES (USES)						
Transfer from other funds	202 049	25 000	188 911	300 000	13 464	729 424
Transfer to other funds	(527 375)	-	(202 049)	-	-	(729 424)
Installment purchase obligations issued	400 000	-	-	-	405 000	805 000
Total other financing sources(uses)	74 674	25 000	(13 138)	300 000	418 464	805 000
Net change in fund balance	(161 536)	34 430	(8 783)	300 515	3 018	167 644
Fund balances, beginning	1 229 244	442 352	277 717	-	-	1 949 313
Fund balances, ending	\$ 1 067 708	\$ 476 782	\$ 268 934	\$ 300 515	\$ 3 018	\$ 2 116 957

The notes to the financial statements are an integral part of this statement.

He noted that the governmental funds (General, Capital Reserve, Park Reserve, Public Safety Reserve and Capital Project/Town Hall Expansion Funds) reported an increase of \$167,644 in their combined balances and the Town's total net position with regards to assets and liabilities increased by \$370,452. He was complimentary of staff's assistance during the audit process. Should anybody have any questions, please let Ms. Batten know so that she can contact him. No discussion followed.

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

a) **Discussion and Consideration of Adopting a Budget Amendment (BA 2020 02)**

Mayor Mulhollem ask Ms. Batten to open with details regarding BA 2020 02. She advised that sales tax reimbursement revenues from NCDOR for the Town Hall Expansion Project were received. No discussion followed.

Adopted Budget Amendment (BA 2020 02) appears as follows:

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
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:		Matthew B. Mulhollem, Mayor		
Kim P. Batten, Town Clerk		Teresa M. Bruton, Budget Officer		

TOWN OF ARCHER LODGE

Est. 2009

NORTH CAROLINA

Moved by: Council Member Wilson
Seconded by: Mayor Pro Tem Castleberry
Adopted Budget Amendment (BA 2020 02).

CARRIED UNANIMOUSLY

b) **Discussion and Consideration of Adopting the PEG Media Partner's Interlocal Agreement (v 12.10.19)**

Mayor Mulhollem opened the floor for discussion.

Mr. Gordon explained that the PEG Media Partner's Interlocal Agreement between the Town and other PEG Media Partners has been updated. He gave an overview of the details and added that other Town Attorney's had revised previous versions, and this was the final version being presented. Town Attorney Hewett reviewed the final updated agreement and had no concerns.

Council Member Wilson inquired about the funding from the State to the Town for the PEG Media Channel. Ms. Batten shared the amount was approximately \$53,000 to \$54,000 a year and is slowly decreasing.

Mayor Mulhollem mentioned that the Town benefits by being Partners with the PEG Media Channel due to the services they provide in town through the course of a year. Discussion followed.

The Adopted PEG Media Partner's Interlocal Agreement appears as follows:

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. 105-164.44(a) and supplemental PEG channel support funds distributed pursuant to N.C.G.S. § 105-164.44(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.

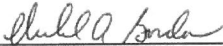
Third-party Beneficiaries. Except as may be otherwise expressly provided herein, this Agreement shall not confer any rights or remedies upon any person or entity other than the Members hereto, and their respective successors and permitted assigns.

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: Mike Gordon Date: 01/07/2020

Title: Town Administrator



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).

Moved by: Council Member Wilson
Seconded by: Council Member Jackson
Adopted the PEG Media Partner's Interlocal Agreement (v12.10.19) as presented.

CARRIED UNANIMOUSLY

c) Discussion and Consideration of Adopting the Proposed Ordinance - Regulating Firearms within the Town of Archer Lodge

Mayor Mulhollem mentioned the following items pertaining to the Proposed Ordinance:

- Town has received complaints of gunfire primarily within subdivisions
- Intention of the Town Council and Staff is to address complaints about firearm matters
- Public Hearing was held at the Work Session, November 18, 2019 on the Proposed Ordinance Regulating Firearms within the Town of Archer Lodge
- Sec. 3-50 - Carrying concealed handguns in town-owned buildings was concerning and should not be included
- Proposed Ordinance is identical to Johnston County's Ordinance
- Archer Lodge depends on the Johnston County Sheriff's Department for Law Enforcement

The Proposed Ordinance – Regulating Firearms within the Town of Archer Lodge appears as follows:

Concept Draft Ordinance #1

AN ORDINANCE REGULATING FIREARMS WITHIN THE TOWN OF ARCHER LODGE

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:

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.

Concept Draft Ordinance #1

- (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.

Concept Draft Ordinance #1

DULY ADOPTED, THIS ____ DAY OF _____, 2019.

TOWN OF ARCHER LODGE

(SEAL)

Matthew B. Mulhollem
Mayor

ATTEST:

Kim P. Batten
Town Clerk

Discussion followed about removing Sec 3-50.

Moved by: Council Member Jackson

Seconded by: Mayor Pro Tem Castleberry

Tabled the Proposed Ordinance - Regulating Firearms Within the Town of Archer Lodge until a Future Meeting.

CARRIED UNANIMOUSLY

Moved by: Council Member Jackson

Seconded by: Mayor Pro Tem Castleberry

Rescinded the previous motion.

CARRIED UNANIMOUSLY

Moved by: Council Member Jackson

Seconded by: Mayor Pro Tem Castleberry

Tabled Item 5.c. - Discussion and Consideration of Adopting the Proposed Ordinance - Regulating Firearms within the Town of Archer Lodge until the March 2, 2020 Regular Town Council Meeting.

CARRIED UNANIMOUSLY

6. TOWN ATTORNEY'S REPORT:

- a) **Attorney Hewett reminded the newly elected Council Members to take the mandatory Ethics Training. The two-hour training webinar has been purchased and Ms. Batten would forward that information to those in need. No further discussion.**
-

7. TOWN ADMINISTRATOR'S REPORT:

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

- March 2, 2020 at 10:00 a.m., a presentation, "Light Commuter Rail," will be held in the Johnston County Courthouse Commissioners' meeting room.
 - Johnston County Open Space Grant:
 - ✓ Application deadline is February 17, 2020
 - ✓ Available every five years
 - ✓ Awarded by high school districts
 - ✓ Archer Lodge Community Center will apply
 - ✓ Submit project ideas for Town's grant application to benefit Town Park
 - Staff has received two engineer proposals for a Sewer Feasibility Study, "a fact-finding mission."
 - An historic homes inspector will inspect the farmhouse on the new park land for the feasibility of saving for future use.
 - The Budget Planning Session has been scheduled for Saturday, February 29, 2020 in the C. L. Gobble Conference Room at Town Hall, located at 14094 Buffalo Road, Archer Lodge, NC.
 - The Town joined the Triangle East Chamber of Commerce as an Enterprise Member.
 - Staff received a proposal today (1/06/20) from Susan Hatchell, Landscape Architect, regarding the Archer Lodge Town Park Project and PARTF Grant. In quick review, the first year will be design and permitting.
-

8. FINANCIAL/TOWN CLERK'S REPORT:

- a) **Interim Financial Reports for Period November 1, 2019 – December 20, 2019**

Ms. Batten shared that the period represented is for November and 65% of December. With almost half of the fiscal year being complete, the revenues

are approximately 59% collected and around 55% of anticipated expenditures have occurred. The expenditures are elevated since both annual transfers of \$25,000 to the Capital Reserve Fund and Public Safety Reserve Fund transpired at the beginning of the fiscal year and 71% of the annual Debt Service payments have been processed. As of December 20, 2019, revenues exceed expenditures by approximately \$44,700.

Regarding transactions in the other funds, Ms. Batten stated that investment earnings are allocated monthly between all funds, but the earnings are declining due to the downward turn in the economy from the beginning of the fiscal year. Revenues exceed expenditures in all three funds: Capital Reserve, Park Reserve and Public Safety Reserve Funds.

Comparing this same period to that of 2018, Ms. Batten noted that both revenues and expenditures are less in the current period than they were in 2018 and the net difference between the two years has increased by approximately \$19,500. No further discussion.

9. PLANNING/ZONING REPORT:

a) Development Activity

Ms. Maybee reported the following:

- According to US News and World Report - The Raleigh/Durham Area was on the list as one of the top ten places to live in the US in 2019 due to steady population growth and low cost of living.
- Attended the December 2019 CAMPO Meeting and was informed by a Wake County Planner that Wake County has 1,000 lots pending, creating the need for more employees.
- Responded to Developers and Citizens inquiries.
- Planning Staff is reviewing the build-out in existing local subdivisions.
- Plans to provide links on the Town Website for online surveys, studies, how NCDOT spends their money and their priorities, tolls, metropolitan traffic studies, etc.
- Update of the Draft Bicycle and Pedestrian Plan:
 - ✓ Received comments from Steering Committee and Citizens at November 13, 2019 Meeting.
 - ✓ Received comments from Town Council at November 16, 2019 Meeting.
 - ✓ Received comments from Planning Board at November 20, 2019 Meeting.
 - ✓ Comments were compiled and submitted back to AECOM on December 16, 2019.
 - ✓ Anticipating final draft to the February 3, 2020 Town Council Meeting for consideration.
- Staff is updating the Planning and Zoning Departmental Website Page to be more streamline, user friendly and provide fillable applications and/or forms.
- Permitting and Code Enforcement software has been acquired through Edmunds GovTech and a training session is scheduled for January 7, 2020.
- Planning Board and Board of Adjustment Organizational Meeting is scheduled for January 15, 2020.
- Staff will be conducting orientation training sessions with new incoming Planning Board/Board of Adjustment Member during January 2020.
- Continuing to work on Text Amendments to comply with the NC General Statues.
- Chapter 160D - workshop for staff is upcoming this month.

b) Projects

Ms. Maybee reported the following:

- Update on NCDOT Project W-5704E (Covered Bridge Road) as of

1/6/2020

- ✓ Project date remains August 2022.
 - ✓ 32 of 70 right-of-way acquisitions have been completed.
 - ✓ Right of way acquisitions on hold before Christmas 2019 and will resume when directed by Chief Engineer's office.
 - Update on NCDOT Project 80094 (Buffalo Road Curb and Gutter with Sidewalks) as of 1/6/2020
 - ✓ Construction remains for 2020 but pending permission from the Chief Engineers office.
 - ✓ Right of way acquisitions have been settled except for White Oak Church.
-

c) Code Enforcement

Ms. Maybee reported the following:

- Signs Removed from NCDOT ROW: 32
 - Complaints: 2
 - Complaints Pending Resolution: 4
 - Complaints Resolved: 1
 - Complaints Referred to NCDOT: 4
 - Citation Issued - Attorney Referred: 1
-

d) NC Capital Area Metropolitan Planning Organization (CAMPO)

Ms. Maybee reported the following:

- Attended the January 02, 2020 CAMPO Meeting.
- Plans to have useful links added on the Town's website to CAMPO and other useful tools.

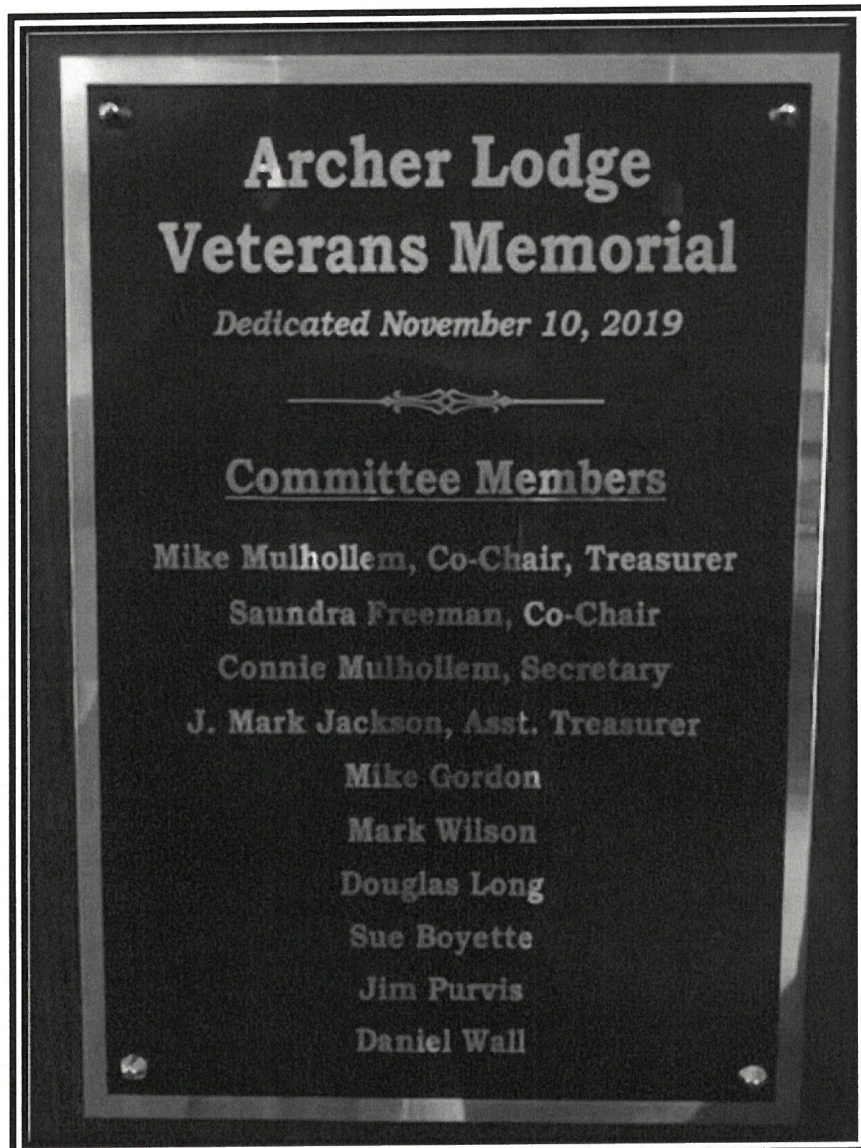
Mayor Mulhollem thanked Ms. Maybee for working with the Planning Board and for assisting Town Council for future growth in Archer Lodge.

10. VETERAN'S COMMITTEE REPORT:

a) Mr. Mike Mulhollem shared the following:

- The Archer Lodge Veterans Memorial has been completed.
- Waiting for a final invoice from Bland Landscaping Co.
- As per the contract with the Town of Archer Lodge, the ALVM Committee plans to stay together for at least 3 years.
- The ALVM Committee would like to continue holding the Veterans Memorial Ceremonies in the future.

Mayor Mulhollem thanked the ALVM Committee for their hard work and having completed the Veterans Memorial Site. He further recognized that the Town received a plaque that listed the members of the Archer Lodge Veterans Memorial Committee and appears as follows:



Mayor Mulhollem shared that it will be an honor to display the plaque in Town Hall. Also it was mentioned than an article of the Archer Lodge Veterans Memorial Dedication was published in the January 2020 **Johnston Now Magazine** and was showcased on the website: <https://picturethisongranite.com/>

11. MAYOR'S REPORT:

a) Mayor Mulhollem shared the following:

- Wished everyone "Happy New Year."
- 2020 is the Census Year and expecting a population in the Town of Archer Lodge to be 5,000+.
- Glad the Town incorporated so that growth can be managed in a positive manner.

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

a) Council Member Wilson shared that 2020 begins a new decade and he hopes everyone has 20/20 clear vision.

b) Council Member Jackson reminded everyone that the Mayor's Birthday is on Friday, January 10, 2020.

c) Mayor Pro Tem Castleberry made the following remarks:

- Thanked everyone that attended the ALCC's New Year's Day Brunch.

-
- Expressed how proud he was of the Community and Town Council for their accomplishments.
 - Asked that everyone keep the troops and families in their prayers.
 - He wished everyone a "Happy New Year."
-

d) Council Member Bruton made the following remarks:

- Wished everyone a "Happy New Year."
 - Stated that time flies as you get older and the years are going by quickly and it's 2020.
 - Proud of the AL Veterans Memorial and the Committee for their long work hours and sacrifices made by many.
-

13. ADJOURNMENT:

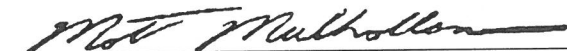
a) Having no further business.

Moved by: Council Member Bruton

Seconded by: Mayor Pro Tem Castleberry

Adjourned meeting at 8:14 p.m.

CARRIED UNANIMOUSLY


Matthew B. Mulhollem, Mayor


Kim P. Batten, Town Clerk

