



Regular Council - Minutes Monday, February 7, 2022

COUNCIL PRESENT:

Mayor Mulhollem
Mayor Pro Tem Castleberry
Council Member Bruton (Remotely)
Council Member Jackson
Council Member Purvis
Council Member Wilson (Remotely)

STAFF PRESENT:

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

COUNCIL ABSENT:

MEDIA PRESENT:

William Reeves, Archer Lodge Boy Scout Troop 421

1. WELCOME/CALL TO ORDER:

a) Invocation

Mayor Mulhollem called the meeting to order at 6:36 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

William Reeves, a member of the Archer Lodge Boy Scout Troop 421, led in the Pledge of Allegiance to the US Flag.

2. APPROVAL OF AGENDA:

a) No changes or additions.

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

Approved Agenda.

CARRIED UNANIMOUSLY

3. VIRTUAL PRESENTATION:

a) Audit Presentation for Fiscal Year Ending June 30, 2021 ~ Mr. Dale Place of May & Place, PA

Auditor, Dale Place, attended the meeting using Microsoft Teams, greeted council and shared his appreciation of staff assisting him with the audit. He referred them to the Table of Contents, page 2, of the Audit for period ending June 30, 2021. He stated that there were zero compliance issues to report for the fiscal year and referred them to pages 11 and 12 and discussed the Town's net position had increased by \$446,465 and the net debt during the fiscal year had decreased by \$110,334. In looking at page 23, Mr. Place shared that the General Fund balance had a net increase of \$132,368 and in closing he referred to the

Analysis of the Town - Wide Tax Levy on page 58 which demonstrated the tax collection rate for property taxes, excluding registered motor vehicles taxes, was 99.83% and the collection rate for registered motor vehicles was 100%. He stated that Johnston County had an excellent collection process. No questions were presented to him, so he stated that if any were to arise at a later time, please let Ms. Batten know and she would notify him. No further discussion followed.

4. **OPEN FORUM/PUBLIC COMMENTS:**
(Maximum of 30 minutes allowed; 3 minutes per person)
- a) **No Public Comments.**

5. **PRESENTATION:**
- a) **Proclamation - ALL IN RED MONTH**

Mayor Mulhollem proclaimed February 7, 2022 as the start to a County Wide Heart Awareness Campaign called **"ALL IN RED MONTH"** by reading the following Proclamation:



WHEREAS, the well-being of our community is of paramount importance and maintaining excellent health among our citizens is a top priority, February marks the one month, county-wide heart health awareness campaign entitled **"ALL IN RED"**, presented by Johnston Health and Aramark, and organized by the Johnston Health Foundation; and

WHEREAS, in the United States, North Carolina, Johnston County, and Archer Lodge, heart disease is the leading cause of death among men and women; and

WHEREAS, Heart Disease and Stroke rank among the top five health priorities in Johnston County; per the 2019 Johnston County Community Health Needs Assessment Implementation Plan; and

WHEREAS, per the Center for Disease Control and Prevention (CDC), about 80% of deaths from premature heart disease and stroke could be prevented by changes in physical activity, diet, education and management of common medical conditions; and

WHEREAS, **ALL IN RED** is an opportunity to increase heart health awareness, while addressing the growing needs of local heart patients; and

WHEREAS, the **ALL IN RED** campaign invites all Johnston County residents, business owners and visitors to participate in this initiative by **wearing RED on February 4, 2022, NATIONAL WEAR RED DAY**, and/or **running a RED promo or fundraiser in February**; and

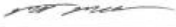
WHEREAS, the financial challenges of a heart patient are enormous; all funds raised within this campaign period will benefit local heart patients through the Johnston Health Foundation's Heart Fund; and

WHEREAS, on this day, we recognize heart disease and stroke survivors, those battling the disease, their families who are their source of love and encouragement, and applaud the efforts of our medical professionals who provide quality care; and

NOW, THEREFORE, LET IT BE PROCLAIMED by the honorable Mayor and the Archer Lodge Town Council, do hereby encourage businesses and citizens in our community to support and participate in this event and proudly proclaim February 2022 as

"ALL IN RED MONTH"

DULY PROCLAIMED THIS 7TH DAY OF FEBRUARY 2022, WHILE IN REGULAR SESSION.


Matthew B. Mulhollem
Mayor

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

a) Discussion and Consideration of a Contract for the Provision of Fire Protection Services between the Town of Archer Lodge and North Side Fire & Rescue, Inc. (formerly Archer Lodge Volunteer Fire Department, Inc)

Attorney Burrell explained the following:

- The contract for the Provision of Fire Protection Service is the same contract that the Town has had with the Archer Lodge Fire Department in previous years (almost 10 years).
- The reason for presenting the new 5-year contract between the Town and the Fire Department is due to the merger of Archer Lodge and Thanksgiving Fire Departments which will now be North Side Fire and Rescue, Inc.
- This new contract between the Town and North Side Fire and Rescue, Inc. will be effective on March 1, 2022 but the current contract is in effect until that date.
- This contract has been presented to Fire Chief Phillip Driver and was approved.
- The provisions will be the same, the only changes will be the name of the fire department and the terms as noted in paragraph 7 of the contract stating, "this contract shall extend for a term of five (5) years beginning on March 1, 2022 and ending on February 28, 2027".

Mayor Mulhollem reflected on the past history of the Archer Lodge Fire Department and providing support to the Town. He discussed how the increase of growth in the Town and nearby areas have made a greater demand on both the Thanksgiving and Archer Lodge Fire Departments. Mayor Mulhollem shared that North Side Fire & Rescue will continue to serve the Town for many years and expressed gratitude for their hard work and their support of the town.

Questions followed and Mayor Mulhollem called for a motion.

The Approved Contract for the Provision of Fire Protection Services between the Town of Archer Lodge and North Side Fire & Rescue, Inc appears as follows:

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

CONTRACT FOR THE PROVISION OF FIRE PROTECTION SERVICES

THIS AGREEMENT made and entered into by and between The Town of Archer Lodge, party of the first part, also referred to as "the Town", and North Side Fire & Rescue, Inc., party of the second part, also referred to as the "Fire Department:"

WITNESSETH

WHEREAS, N.C.G.S. § 160A-1 1 provides that the Town may enter into continuing contracts and, pursuant to this authority, the Town may enter into a continuing contract with a volunteer fire department and may make annual appropriations of such funds as may be provided for in this contract; and

WHEREAS, the Town is a North Carolina municipal corporation; and

WHEREAS, the Fire Department provides fire protection services to the North Side Fire District, within which the Town lies.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and pursuant to the general power and authority of the Fire Department to furnish fire protection services and the general power and authority of the Town to provide fire protection services for its inhabitants and owners of property within the town limits, the parties hereto agree and contract as follows:

1. The Fire Department will diligently and competently furnish and provide services as enumerated in its corporate charter as amended. The Fire Department will provide the same services to the residents and properties within the Town as it provides to the area of the North Side Fire District outside the Town's limits.
2. The Fire Department shall, at its sole cost and expense, procure and maintain sufficient and adequate equipment, materials, and personnel to provide fire protection services to the Town, in a manner and to a level of service equal to that level of service provided to the area of the Fire District outside the Town's limits.
3. The Fire Department, in providing the said services, shall use its own means and methods which shall not be subject to control, direction, or supervision by the Town. The Town shall not have or exercise any authority with respect to the employment, control, direction, supervision, suspension or discharge of any person employed by or acting on behalf of the Fire Department.
4. The Town will adopt such rules and regulations, by ordinance or otherwise, as may be necessary and proper to prohibit interference with personnel of the Fire Department in the discharge of their duties within the Town, to prohibit damage to and interference with fire-fighting equipment and apparatus of the Fire Department.

5. The Fire Department agrees to comply with the rules and regulations of the North Carolina Insurance Rating Bureau for fire protection standards and procedures.
6. As full compensation for the services to be rendered by the Fire Department, the following terms shall apply:
 - a. Rate Calculation. The amount payable by the Town to the Fire Department will be equal to the Town's ad valorem tax valuation multiplied by the fire tax rate set by Johnston County within the North Side Fire District which is collected by the County. The parties acknowledge that the exact figure cannot be calculated due to such variables as fluctuations in valuations, defaults, foreclosures, and collection rates.
 - b. Collection and Payment. Consistent with state law, the County shall collect the tax and make payment to the Town on a monthly basis as collected in the ordinary course of business. The Town, upon receipt of the funds from the County, will remit the appropriate amount to the Fire Department on a monthly basis. Prior to the Fire Department requesting a change from the County in the fire tax rate, the Fire Department will meet with the Town to discuss the rate.
7. This contract shall extend for a term of five (5) years beginning on March 1, 2022, and ending on February 28, 2027.
8. Upon breach of this contract by either party, the non-breaching party, in addition to any other remedy available to it, may terminate this contract upon one hundred and eighty (180) days' notice, setting out in detail the grounds for termination, unless the breaching party cures such breach within said one hundred and eighty (180) day period.
9. No later than March 1 of each year, each party will separately and independently identify and appoint two (2) members of their respective boards who will meet and engage in a good faith discussion of budgetary issues for the coming fiscal year as soon as practicable after their appointment. At this meeting the Fire Department will present to the Town Council a complete and accurate copy of its budget and of any audit or financial report otherwise provided by the Fire Department to the County.
10. The Fire Department acknowledges that in the event of a breach of this contract, such a breach is likely to result in danger to life and property and that the Town has no legal remedy at law, and as a result the Town may seek and obtain an injunction to enforce the performance of this contract or to enjoin the breach thereof.
11. The parties agree and acknowledge that the relationship between the Town and the Fire Department is contractual and that no agency relationship is created hereby. The Town shall be free from any and all claims and liability for any act, omission, damages, injuries or accidents arising out of the actions or omissions of the Fire Department, whether arising in tort, contract, or otherwise. The Fire Department will indemnify and hold the Town harmless from any and all such claims or liability.

12. It is understood and agreed by the parties hereto that the terms of this contract are separable and that in the event any provision of this contract is determined by a court of competent jurisdiction to be invalid, such determination shall not be deemed to render other provisions hereof invalid and this contract shall otherwise continue in full force and effect. In the event, for reasons beyond the control of either party, this contract becomes unenforceable or ineffective under state or federal law, the parties shall cooperate in good faith and use best efforts to protect the lives, interests, and property of the Town's citizens until such time as appropriate alternative arrangements can be made.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their appropriate officers, all being so authorized by their governing bodies, as of the day and year first above written. This Agreement has been adopted and approved by the Archer Lodge Town Council and the North Side Fire & Rescue, Inc.

NORTH SIDE FIRE & RESCUE, INC.

By: Mike Medlin Brent Parrish
Mike Medlin, President Brent Parrish, Secretary

Date of Adoption: 02/17/22

TOWN OF ARCHER LODGE

By: Matthew B. Mulhollem Kim P. Batten
Matthew B. Mulhollem, Mayor Kim P. Batten, Town Clerk

Date of Adoption: 2/7/2022



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

**Approved the Contract for the Provision of Fire Protection Services
between the Town of Archer Lodge and North Side Fire & Rescue, Inc.
(formerly Archer Lodge Volunteer Fire Department, Inc) as presented.**

CARRIED UNANIMOUSLY

7. TOWN ATTORNEY'S REPORT:

- a) **Attorney Burrell shared that he will be meeting with Ms. Maybee to focus on the Animal Control Code Enforcement and repeat offenders. Afterwards, they will meet with Animal Control Officer Kerry Barnes to review the options of enforcement that are available through the Town ordinances.**

8. TOWN ADMINISTRATOR'S REPORT:

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

Park:

- Park bid opening for Phase 1 will be tomorrow, Tuesday, February 8, 2022.
- PARTF Grant expires this year at the end of November 2022.
- Due to the COVID Pandemic, the costs of materials have increased tremendously causing the possibility of scaling back on some items or dipping into reserves with approval from Council.

- Bid information will be provided to Council after the bid opening.
 - Pre-Covid, the Town received a Johnston County Open Space Grant at approximately \$84,000 for a picnic shelter with restrooms at the park but due to cost of materials increasing the quote for the shelter has greatly increased which may require scaling back in some areas.
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9. FINANCIAL/TOWN CLERK'S REPORT:

a) Interim Financial Reports for December 2021

Ms. Batten shared that the fiscal year was half-way through with period ending December 31, 2021. The General Fund revenues were roughly 52% collected of those anticipated and the expenditures were less with 48% of those budgeted. Ms. Batten noted that overall for the month of December, revenues exceeded expenditures by approximately \$214,000 and for the year, revenues exceeded expenditures by roughly \$95,500.

Regarding the other funds during December 2021: Capital Reserve Fund, Park Reserve Fund and the Public Safety Reserve Fund, all had investment earnings of less than \$154.00 each and the Park Reserve Fund received the monthly three-cents tax transfer from the General Fund in the amount of \$57,412. Ms. Batten noted that revenues have exceeded expenditures in all three funds at the close of December 31, 2021.

Ms. Batten mentioned that very little activity had transpired in the Archer Lodge Town Park PARTF Project Fund during December 2021. The fiscal year to date revenues from the PARTF Grant and Park Reserve transfer were approximately \$15,263 and the expenditures were only around \$5,100.

The ARPA Fund had fiscal year to date investment earnings of roughly \$276 with no expenditures.

In comparing December 2021 with December 2020, Ms. Batten shared that revenues were slightly less in 2021 than in 2020 by \$2,700 and the expenditures were more in 2021 by roughly \$4,700. It appears that December 2020's net difference between the revenues and expenditures was higher by \$7,400 with the main difference being the \$25,000 transfers to both the Capital Reserve Fund and Public Safety Reserve Fund at the beginning of fiscal year, July 2021. In looking at December 31, 2020, Ms. Batten noted that there were no transfers to either of these funds. No further comments or discussion.

10. PLANNING/ZONING REPORT:

a) Planning | Zoning | Projects | Updates

Ms. Maybee shared a presentation comparing the last three years with the present regarding zoning permits which appears as follows:



Proposed Text Amendments	
4	1. Clarity regarding bona fide farms 2. Simple and supermajority calculations for voting 3. Digital signatures on plats allowed 4. Limitation of gravel streets 5. Subdivision requirements summary table
160 D Comprehensive Plan Update	
5	Updates 1. Review Goals/Objectives/Update 2. Update Plan Data 3. Update Future Land Use Plan Map – Parcel Reference 4. ETJ Consideration 5. Sewer Feasibility 6. Future Land Use Plan Updates

- Discussion:
- Steading increase in the number of zoning permits being issued.
 - Johnston County is one of the fastest growing counties and steadily seeing new development.
 - There has been an increase in the number of single-family dwellings, accessory buildings, pools, and solar panel permits being issued than in past years.
 - At the Planning Board meeting held in January 2022, the Planning Board approved a major subdivision preliminary plan on Castleberry Road and text amendments to the Archer Lodge Code of Ordinances, Archer Lodge, NC, Chapter 30-UDO and their recommendations will be presented to the Town Council at the March 7, 2022 meeting.
- Ms. Maybee shared the following:
- Anticipating a Special Use Permit application coming before the Planning Board and Town Council from Piedmont Natural Gas for a gas regulator station off Covered Bridge Road for a 10-mile gas line extension.
 - Further text amendments coming to Chapter 30, UDO that will be presented to the Boards to make it more user friendly.
 - NC Capital Area Metropolitan Planning Organization (CAMPO), Technical Coordinating Committee (TCC) met last week and discussed Interstate 540 Project with plans of having it completed in 2022.
 - NCDOT has 2019 Accident Data for Archer Lodge posted on their website. According to the statistics there were many accidents posted which increases the need for traffic control devices installed in the area. Ms. Maybee asked everyone to let her know if they would like the link to this website information.

Discussion followed.

b) Code Enforcement

Ms. Maybee reported the following:

- Animal Control: 1 - Dog Complaint
 - Enforcement Action: Verbal warning regarding tethering.
 - Staff is working on other enforcement items and an update is planned at the next meeting.
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11. MAYOR'S REPORT:

a) Mayor Mulhollem reported the following:

- He is the new Adopt-A-Highway Chairperson and is planning a make-up date due to recent snow.
 - He hopes the bid opening goes well.
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12. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

a) Council Member Wilson shared information in regarding his health and Mayor Mulhollem shared that the Board will keep him in their prayers.

b) Council Member Jackson had no remarks.

c) Mayor Pro Tem Castleberry reminded everyone of the Archer Lodge Community Center Reverse Raffle on February 24, 2022.

d) Council Member Purvis announced that there will be an early voting precinct at the Archer Lodge Community Center for the upcoming primary, April 25, 2022 - May 17, 2022.

e) Council Member Bruton informed that she is scheduled to have a medical procedure on February 22, 2022, and will keep the Mayor posted. She further added that she would not be available to attend in person until further notice. Mayor Mulhollem noted that he understood and wished her well.

13. ADJOURNMENT:

a) Having no further business, Mayor Mulhollem asked for a motion to adjourn meeting.

Moved by: Council Member Jackson

Seconded by: Mayor Pro Tem Castleberry

Adjourned meeting at 7:56 p.m.

CARRIED UNANIMOUSLY


Matthew B. Mulhollem, Mayor


Kim P. Batten, Town Clerk

