



Town of Archer Lodge

AGENDA

Work Session Meeting

Monday, December 17, 2018 @ 6:30 PM

Jeffrey D. Barnes Council Chambers

Page

1. WELCOME/CALL TO ORDER:

2. ORDER OF BUSINESS:

2.a. Audit Presentation for Fiscal Year Ending June 30, 2018
~ Mr. Dale Place of May & Place, PA

2 - 6 2.b. Sidewalk Agreement ID# 8371 between NCDOT & Town of Archer Lodge
[NCDOT Sidewalk Agreement ID# 8371](#)

7 2.c. Capital Improvement Plan (CIP) ~ CL Gobble
[CIP DRAFT 12.2018](#)

8 - 17 2.d. Radarsign's Traffic Calming Devices (<https://www.radarsign.com>)
[Radarsign Honored](#)
[Radarsign Q&A and References](#)
[Radarsign TC-600S](#)
[NCDOT Info for Radarsign](#)

2.e. Set Public Input Meeting for Park Development ~ CL Gobble

2.f. Set Annual Planning Session/Retreat ~ Kim Batten

18 - 20 2.g. November 30, 2018 Financials & Year-to-Date Comparison
(FY18 & FY19) ~ Kim P. Batten
[NOVEMBER 2018 - ALL FUNDS](#)
[YTD COMP 11.30.18](#)

3. CLOSED SESSION:

4. ADJOURNMENT:

NORTH CAROLINA
JOHNSTON COUNTY

SIDEWALK AGREEMENT

DATE: 12/12/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 80094

TOWN OF ARCHER LODGE

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Archer Lodge, a municipal corporation, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Department has plans to make certain improvements under WBS Element 80094 in Johnston County; and,

WHEREAS, the Department and the Municipality have approved the construction of the Project with responsibilities for the Project as hereinafter set out; and,

WHEREAS, the Municipality has agreed to participate in the maintenance of said sidewalks subject to the conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of roadway and pedestrian improvements along SR 1003 (Buffalo Road) from SR 1702 (Archer Lodge Road) to north of Town Hall to include construction of concrete curb and gutter, storm drainage, and sidewalk along SR 1003 (Buffalo Road).

PLANNING, RIGHT OF WAY AND UTILITIES

2. The Department shall develop the plans and specifications in accordance with the Department's standard policies and procedures for pedestrian facilities.
3. The Department will be responsible for acquiring any needed right of way required for the project. Acquisition of right of way will be accomplished in accordance with policies and procedures set forth in the North Carolina Right of Way Manual.
4. The Municipality shall provide any municipality required right of way and/or construction easements at no cost or liability whatsoever to the Department.
5. The Department does not anticipate the need to relocate and adjust any municipally-owned utilities at this time. If it becomes necessary to adjust and relocate the municipally-owned utilities, the Municipality, at no expense to the Department, shall be responsible for the relocation and adjustment of all utilities in conflict with the Project.

CONSTRUCTION AND MAINTENANCE

5. The Department shall construct the Project in accordance with the Project plans and with Departmental policies and procedures. The Department, and/or its agent, shall administer the contract for construction of the Project.
6. The Municipality, at its own expense, shall be responsible for all liability and maintenance responsibilities for the sidewalk upon completion of Project.

COSTS AND FUNDING

7. The estimated cost of the sidewalk is \$90,000. The Municipality shall participate in 20% of the costs of the sidewalk, in the amount of \$18,000. Upon completion of the Project, the Department will invoice the Municipality for their participation of the actual costs of the sidewalk. Reimbursement to the Department shall be made in one final payment within sixty (60) days of invoicing by the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS § 147-86.23.
8. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement.

ADDITIONAL PROVISIONS

9. Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a written Supplemental Agreement.
10. All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.
11. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.
12. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
13. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
14. The Entity is solely responsible for all agreements, contracts, and work orders entered into or issued by the Entity to meet the terms of this Agreement. The Department is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.
15. The parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective parties to the terms contained herein.
16. To the extent authorized by state and federal claims statutes, the Municipality shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the Department, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Agreement. The Department shall not be liable and shall be held harmless from any and all third party claims that might arise on account of the Entity's negligence and/or responsibilities under the terms of this agreement.
17. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Entity certifies that neither it nor its agents or contractors are presently debarred, suspended, Agreement ID #8371

proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

18. 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, offeror, 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, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF ARCHER LODGE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

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 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.

Approved by _____ of the local governing body of the Town of Archer

Lodge as attested to by the signature of Clerk _____ of said governing body on

_____(Date)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Archer Lodge

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

Agreement ID #8371

DRAFT ONLY

Town of Archer Lodge

DRAFT ONLY

CAPITAL IMPROVEMENT PLAN - COSTS

<u>ITEM</u>	<u>CY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
Town Hall Expansion & Furnishings	450,000						
Street Improvements/Paving			80,000		80,000		80,000
Archer Lodge Welcome Signs (5)		4,000	4,000	4,000	4,000	4,000	
Phase I - Archer Lodge Park (20 acre)			500,000				
Park Equipment-Maintenance					75,000		
Ditch - Storm Water Pipe				25,000		25,000	
Phase II - Archer Lodge Park (5 acre)							300,000
Law Enforcement Facility						600,000	
Law Enforcement Vehicle/Equip							150,000
Buffalo Rd-Sidewalks/Gutter	25,000						
Bike/Ped Grant	4,000						
Transportation Plan				30,000			
Street Lights (Additional) 5@\$200/yr		1,000	1,000	1,000	1,000	1,000	
Decorative Sidewalk Lighting (Buffalo Rd)		25,000					
Land Use Plan							
Sewer Planning (EAA)	25,000						
<u>Financing Sources</u>	<u>CY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
Operating Revenue							
General Fund (Fund Balance)							
Capital Reserve Fund							
Park Reserve Fund							
Grants							
General Obligation Bonds							
Revenue Bonds							

Radarsign is honored to share with you that in 2018 we were voted as one of the **Top 10 Law Enforcement Outlook Solution Providers** by **GovCIO** magazine. This is due to our continuing effort to provide the best traffic calming solutions in the industry. Please take the time to read the article below. We are so proud to be making roads safer for all of our customers and the communities they serve.

Radarsign: Reinforcing Driver Behaviour to Curb Speeding

Charlie Robeson, Co-Founder & Managing Partner



According to the World Health Organization (WHO), an increase in the average speed of a vehicle is directly related both to the likelihood of an accident occurring and to the severity of the consequences of the accident. Speeding renders a driver unable to avoid collisions with other vehicles and pedestrians. Keeping roads safe for the protection of people and property is one of the many duties of law enforcement. However, the challenges of insufficient manpower and budgeting render law enforcement officers unable to be present everywhere and everyday to ensure road safety. Also, conventional traffic-calming solutions are overpriced and unreliable such as radar trailers with high power and space requirements. The drive to resolve such challenges and empower law enforcement agencies to fortify pedestrian safety lead to the inception of Radarsign in 2004 by Ken Bass, Barry Ward, and Charlie Robeson. Radarsign has developed radar speed signs in a more attractive, reliable, and affordable design that reinforces speed limit awareness by alerting drivers of excessive speeds, thereby acting as an extra officer, round the clock. In addition to law enforcement agencies, Radarsign's products are deployed by municipalities, educational and corporate campuses, treasured national parks, neighborhoods, military bases, and government entities, as well. "We have signs in all 50 states and Canada, and U.S. military bases overseas," states Charlie Robeson, the Co-Founder and Managing Partner of Radarsign.

The company's radar speed signs are based on the scientific theory of feedback loop, which states that if the people are provided with the information about their action in real time and given an opportunity to change those actions, there will be positive behavior reinforcement. The radar speed signs alert the speeding drivers by flashing their speed, thereby motivating them to decelerate. Radarsign's radar speed signs are Manual on Uniform Traffic Control Devices (MUTCD)-compliant, weather, vandal, and bullet-resistant, shock-absorbent, and engineered to endure the toughest environmental conditions.

"Radarsign has set a benchmark in the industry by developing the first armored radar speed sign scientifically

proven to reduce driver speeds,” remarks Robeson.

The company’s StreetSmart Traffic Data Reporting software generates more than 30 charts and graphs to help report, organize, and analyze the traffic data gathered from the radar speed signs. This allows different locations to be profiled according to attributes such as the extent of the danger they pose for pedestrians, and the enforcements required in those locations. This enables police and sheriff’s departments to intelligently deploy limited police staff for enforcement. In contrast to a Swiss Army knife approach to problem-solving used by some of its competitors, Radarsign’s focused approach precisely and fruitfully addresses pedestrian safety. Also, the company’s signs are Wi-Fi enabled, with WPA2 encrypted security and password protection. The signs can be programmed and updated from most web enabled devices with a connection range of upto 300 feet from the sign. The Wi-Fi capabilities provide ten times the speed and range of Bluetooth.

Radarsign has helped the police department in Camden, Arkansas to undertake an awareness initiative to educate the people of the town about the importance of avoiding speeding. A TC400 sign was deployed at different locations within the town where it collected traffic statistics and generated detailed reports to analyze the data. The reports when shared online by the police chief proved revelatory for the citizens and played an integral role in the success of the campaign to spread awareness about the dangers of speeding.

In the next three to four months, Radarsign intends to design and launch new products specifically for markets where they observe the need. Driven to deliver customer safety and satisfaction, “Radarsign toils wholeheartedly to exceed customer expectations in terms of service,” concludes Robeson.

<https://law-enforcement.govciooutlook.com/vendor/radarsign-reinforcing-driver-behaviour-to-curb-speeding-cid-191-mid-25.html>



William Warwick

Account Manager



1220 Kennestone Circle, Suite 130
Marietta, GA 30066
Work: 678.965.4814
Mobile: 770.878.3869
Fax: 678.278.1256
Email: wwarwick@radarsign.com
Website: www.radarsign.com

From: [William Warwick](#)
To: [Kim P. Batten](#)
Subject: Radarsign Features That Set Us Apart From Competitors
Date: Wednesday, October 31, 2018 10:06:30 AM

Hello Mrs. Batten,

Thank you for speaking with me today about Radarsign's traffic calming devices. Per our conversation I would just like to highlight what sets Radarsign's products apart from the rest of the industry.

#1. All of our signs are Wi-Fi enabled and allow access to program our signs from most web enabled devices (Apple devices, Android devices, Windows devices, etc.).

Each of our signs send out their own Wi-Fi signal and have a range up to 300 feet.

Many competitive signs are equipped with Bluetooth. Bluetooth is an older technology that requires software or an app to communicate with the sign, has a typical range of only 30 feet, is 10x slower than Wi-Fi, and is not compatible with Apple products.

#2. Our data collection software is a one-time fee of \$275.00 per sign and you own it for the life of the sign.

Some of our competitors charge an annual fee for their data collection. With their software, you will pay thousands more for each sign that you own.

#3. All of our signs have a protective aluminum Bashplate and Lexan shield on each sign to protect the LED lights.

Our signs can be hit with a baseball bat or metal rod without any damage to the sign, other than possible cosmetic scuff marks from the vandalism.

With some of our competitors signs you can place your fingertips directly on a "contact lens" style cover for each individual LED light. The problem with that is if a rock or large object were to damage a single LED cover, that becomes a single point of entry for water to penetrate the sign.

#4. We are the only company with a bullet resistant Bashplate inside our signs to help protect the internal components of the sign. Would you rather pay just a few hundred dollars to repair a sign that stopped a bullet vs. having to completely replace a sign because a bullet went through the LED board and CPU board?

#5. We are the only company that has a 'possum mode' security feature that is activated when someone tries to vandalize the sign. The possum switch puts the sign to sleep for 30 minutes when the impact sensor detects that the sign has been hit, making the sign appear as though it is no longer functioning.

#6. Our signs are proudly engineered and manufactured in the USA.

If for any reason the device needs to be serviced or sent back to us for repair, all repairs will be done at our corporate headquarters, not shipped out of the country for

repair.

Radarsign is **THE** industry leader in manufacturing the highest quality radar speed signs on the market today. Our signs are vandal, weather, and bullet resistant, and are simple to operate.

Some of our government customers North Carolina include: Town of Atlanta Beach Police Department, Town of Bermuda Run, Black Mountain Police Department, Town of Carolina Shores, Town of Carrboro, City of Dallas Police Department, Town of Danbury, Town of Franklin, Town of Fuquay-Varina, City of Greensboro Police Department, Holly Springs Police Department, Town of Maggie Valley Police Department, City of Matthews Police Department, Town of Liberty, Town of Moorhead City, City of Morganton, Town of Pine Knoll Shores, City of Raleigh, City of Rutherfordton Police Department, City of Stanley Police Department, City of Tyron Police Department, Town of Weddington Police Department, Town of Wendell, Mint Hill Police Department & the UNC Wilmington Police Department just to name a few.

I hope this helps with your decision making process.

William Warwick

Account Manager



1220 Kennestone Circle, Suite 130

Marietta, GA 30066

Work: 678.965.4814

Mobile: 770.878.3869

Fax: 678.278.1256

Email: wwarwick@radarsign.com

Website: www.radarsign.com

This email message was sent by wwarwick@radarsign.com. To set your email delivery preferences, please [click here](#).

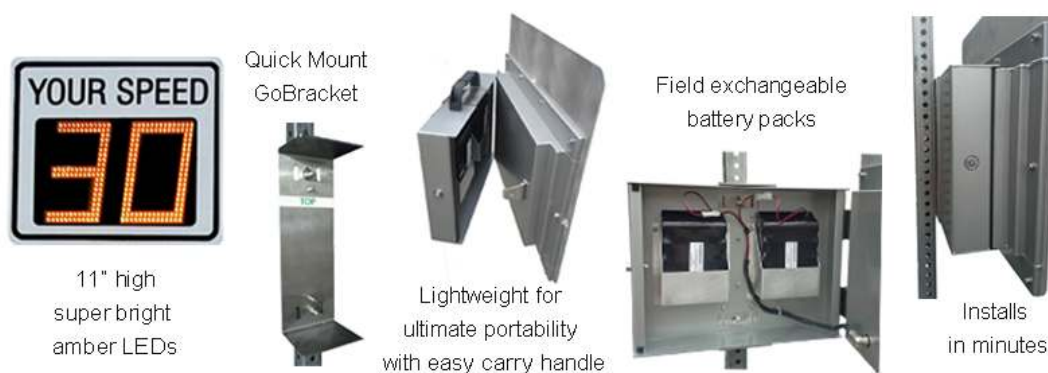
Hello Mrs. Batten,

Thank you so much for your interest in our Driver Feedback Signs by Radarsign. Our signs are a proven and effective tool in behavior modification of speeding drivers and all of our signs offer significant design advances that make them a great safety solution for your needs.

TC-400 Battery Power Portable Radar Speed Sign

Lightweight. Portable. Installs In Under 2 Minutes!

The TC-400 is a battery powered, portable radar speed sign with an 11' LED display that can be used in multiple locations making it a valuable investment for any community, police department, school or business. One person can easily move this sign and have it installed and fully operational in under 2 minutes. Using multiple back brackets on existing poles allows a regular rotation of the radar speed sign for ongoing traffic calming. Additionally, it allows same day response to speeding complaints. Just unlock the sign from the pole and move it to another location. It's that quick and easy. The TC-400 speed display is easily readable up to 400 feet away, and is ideal for roads with a speed limit of 5-35 mph. The K-band radar detects vehicles up to 1200 ft. away; radar housing weighs only 26 lbs.; rugged designed defeats most vandalism and the TC-400 includes a 2 year warranty. The TC-400 comes with 2 batteries, 1 bracket and 1 charger. Additional batteries, brackets and chargers can be purchased.



Click [here](#) for a link to a short video demonstrating our mobile TC-400 battery operated unit.

TC-600 Full Matrix Radar Speed Sign

AC and Solar Power Models (Available with 'Safety in a Box' & School Zone Flashing Beacons)

The TC-600 radar speed sign offers a 13" full matrix LED display that is available in AC and solar power models. The TC-600 speed display is easily readable up to 600 feet away, and is ideal for roads with a speed limit of 10-45 mph. This sign offers a full matrix display that can display alerts such as "Slow Down, Too Fast & Sharp Curve Ahead." In addition this, the TC-600 offers a simulated camera flash that is available in white, blue and red.



Click [here](#) for a link to a short video demonstrating our TC-600 solar and AC operated unit.

Our signs offer advanced design features that make them a great solution for your traffic calming needs:

- **Construction:** Thick armored Bashplate and polycarbonate cover protect the LEDs and internal components from abuse, vandalism, weather, and bullets.
- **Energy Efficient:** Our solar powered radar speed signs use a small solar panel and still provide 24/7 operation, while our battery powered signs will operate for +/- 2 weeks on fully charged batteries.
- **Traffic Data:** Optional traffic data reporting software allows you to report, organize and analyze the traffic data gathered from our signs, providing meaningful information that can be used to validate the effectiveness of the sign. No recurring fees, a one-time charge
- **Detection:** Our radar unit can detect vehicles up to 1200 feet away, often 3x that of competing models
- **Visibility:** Our display brightness does not come with a trade-off in battery life, as some do.
- **Wi-Fi Enabled:** Allows for quick and easy sign operation and data download from most web enabled devices; and is 10x faster and has 10x the range of Bluetooth and uses no proprietary 'app' to communicate with the radar speed sign. All Apple devices are compatible with Wi-Fi.
- **Warranty:** Our standard warranty is 2 years
- **Quality Standards**
 - ISO 9001:2015 Certified Quality System
 - 100% MUTCD compliant
 - NEMA 4 level compliant housing

Streetsmart Data Reporting

All of our signs can be used to conduct traffic studies as they report:

- Vehicle Counts – Weekly, Daily, Hourly, ½ & ¼ hour data
- Speed Limit Violations – Weekly, Daily, Hourly, ½ & ¼ hour data
- % of Vehicles Speeding – Daily, Hourly, ½ & ¼ hour data
- Average Vehicle Speeds – Daily, Hourly, ½ & ¼ hour data
- Vehicle Average Speeds in 5 mph bins (16-20, 21-25, 26-30, 31-35 mph, etc.)
- Vehicle Peak Speeds in 5 mph bins (16-20, 21-25, 26-30, 31-35 mph, etc.)
- Daily 50th & 85th percentile speeds
- # and % of daily speeders > 5 mph over speed limit
- # and % of daily speeders > 10 mph over speed limit
- Customer selectable times for School Zone period data
- 2, 3, or 4 week data charts for trend analysis

Our pricing is as follows:

Model (Hyper-linked to our website)	Price
TC-400 (Battery Operated Only)	\$2,895.00 (plus shipping)
TC-600 Solar Powered	\$3,595.00 (plus shipping)
TC-600 AC Powered	\$2,695.00 (plus shipping)
TC-600 Solar Powered Hyper Alerts	\$4,100.00 (plus shipping)
Safety In A Box (TC-600S) Turn Key Bundle	\$4,350.00 (plus shipping)
Streetsmart Data Collection & Reporting Software	\$275.00 per sign (optional)

If you will let me know which sign(s) you are interested in and the quantity of signs, I will put together more of a formal line item quote for you. Keep in mind that we do price breaks on 2+ signs. My contact information, including my cell phone number are listed below.

William Warwick

Account Manager



1220 Kennestone Circle, Suite 130

Marietta, GA 30066

Work: 678.965.4814

Mobile: 770.878.3869

Fax: 678.278.1256

Email: wwarwick@radarsign.com

Website: www.radarsign.com

This email message was sent by wwarwick@radarsign.com. To set your email delivery preferences, please [click here](#).

From: Lawhorn, Samuel C <sclawhorn@ncdot.gov>

Sent: Monday, November 05, 2018 4:29 PM

To: Brown, Andy H <ahbrown@ncdot.gov>; Kim P Batten <kim.batten@townofarcherlodge.com>

Cc: Harrell, Jiles P <jpharrell@ncdot.gov>

Subject: RE: [External] Radarsign - Making Roads Safer in Archer Lodge

Kim,

Attached is the **encroachment agreement** you will need to fill out and submitted to my office. Please provide the location of the signs and any other documentation you have on the radar with the signed agreement. Also, **the sign post for the radar should be a breakaway post** and something on the submittal should state that. Let me know if you have any questions.

Sam Lawhorn, P.E.

District 3 Engineer
Highway Division 4
North Carolina Department of Transportation

919-739-5300

sclawhorn@ncdot.gov

2671 US 70 West
Goldsboro, NC 27530



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DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT
FOR NON-UTILITY ENCROACHMENTS ON
PRIMARY AND SECONDARY HIGHWAYS

-AND-

THIS AGREEMENT, made and entered into this the _____ day of _____, 20____, by and between the Department of Transportation, party of the first part; and _____ party of the second part,

W I T N E S S E T H

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) _____, located _____ with the construction and/or erection of: _____

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway rights of way limits, in carrying out its construction and maintenance operations.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the encroaching site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

R/W (161A) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161A) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
Asst. Manager of Right of Way

ATTEST OR WITNESS:

Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the proposed encroachment.
4. Length and type of encroachment.
5. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
6. Drainage structures or bridges if affected by encroachment.
7. Typical section indicating the pavement design and width, and the slopes, widths and details for either a curb and gutter or a shoulder and ditch section, whichever is applicable.
8. Horizontal alignment indicating general curve data, where applicable.
9. Vertical alignment indicated by percent grade, P.I. station and vertical curve length, where applicable.
10. Amount of material to be removed and/or placed on NCDOT right of way, if applicable.
11. Cross-sections of all grading operations, indicating slope ratio and reference by station where applicable.
12. All pertinent drainage structures proposed. Include all hydraulic data, pipe sizes, structure details and other related information.
13. Erosion and sediment control.
14. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
15. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.
16. Method of handling traffic during construction where applicable.
17. Scale of plans, north arrow, etc.



TOWN OF ARCHER LODGE FINANCIAL SUMMARY REPORT FOR MONTH ENDING NOVEMBER 30, 2018

GENERAL FUND 10				
<i>REVENUES</i>	ADMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
AD-VALOREM TAXES	654,600.00	113,066.76	190,271.20	29.07%
SALES TAXES	164,010.00	15,171.78	47,330.88	28.86%
FRANCHISE TAXES	155,000.00	0.00	0.00	0.00%
ALCOHOL BEV TAXES/JO CO ABC DIST	45,000.00	0.00	6,507.37	14.46%
PERMITS AND FEES	3,100.00	625.00	1,600.00	51.61%
FEE IN LIEU OF RECREATION	20,000.00	0.00	0.00	0.00%
PEG CHANNEL SUPPORT	52,000.00	0.00	0.00	0.00%
MISCELLANEOUS REVENUES	50.00	(0.01)	15.00	30.00%
INVESTMENT EARNINGS	12,000.00	1,767.46	8,858.59	73.82%
PARK LAND GRANTS-NCDNCR	100,000.00	100,000.00	100,000.00	100.00%
TRANSFER IN FROM CAP RES FUND	25,000.00	0.00	0.00	0.00%
TRANSFER IN FROM PARK RES FUND	202,049.00	0.00	202,049.00	100.00%
FUND BALANCE APPROPRIATION	46,250.00	0.00	0.00	0.00%
TOTALS	1,479,059.00	230,630.99	556,632.04	37.63%
<i>EXPENDITURES</i>	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	37,320.00	932.48	16,668.12	44.66%
ADMINISTRATION	253,830.00	17,843.32	90,757.65	35.76%
JO CO TAX COLLECTION FEES	18,000.00	2,875.49	4,977.56	27.65%
LEGAL	15,000.00	948.75	3,877.50	25.85%
PROPERTY TAXES	100.00	0.00	0.00	0.00%
PUBLIC BUILDINGS	74,040.00	5,355.88	26,284.54	35.50%
PEG MEDIA PARTNERS	52,000.00	0.00	0.00	0.00%
PUBLIC SAFETY	290,500.00	45,232.24	72,505.31	24.96%
TRANSPORTATION-PUBLIC WORKS	66,500.00	919.46	11,637.16	17.50%
PLANNING & ZONING	98,905.00	7,228.12	37,297.04	37.71%
CULTURAL & RECREATION	291,250.00	0.00	241,250.00	82.83%
DEBT SERVICES	45,614.00	0.00	5,122.40	11.23%
TRANSFER TO CAP RESERVE	25,000.00	25,000.00	25,000.00	100.00%
TRANSFER TO PARK RESERVE	211,000.00	115,122.65	124,628.35	59.07%
TRANSFER TO TOWN HALL EXPANSION	0.00	2,587.80	2,587.80	#DIV/0!
TOTALS	1,479,059.00	224,046.19	662,593.43	44.80%
Y-T-D GENERAL FUND INCREASE (DECREASE)		6,584.80	(105,961.39)	

CAPITAL RESERVE FUND 30				
<i>REVENUES</i>	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	5,000.00	738.22	3,537.23	70.74%
TRANSFER FROM GEN FUND 10	25,000.00	25,000.00	25,000.00	100.00%
FUND BALANCE APPROPRIATED	0.00	0.00	0.00	#DIV/0!
TOTALS	30,000.00	25,738.22	28,537.23	95.12%

<i>EXPENDITURES</i>	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
TRANSFER TO GEN FUND 10	30,000.00	0.00	0.00	0.00%
TOTALS	30,000.00	0.00	0.00	0.00%
Y-T-D CAP RESERVE FUND INCREASE (DECREASE)		25,738.22	28,537.23	

PARK RESERVE FUND 31				
<i>REVENUES</i>	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	2,500.00	315.79	1,132.05	45.28%
TRANSFER FROM GEN FUND 10	211,000.00	115,122.65	124,628.35	59.07%
FUND BALANCE APPROPRIATED	202,049.00	0.00	0.00	0.00%
TOTALS	415,549.00	115,438.44	125,760.40	30.26%
<i>EXPENDITURES</i>	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
RECREATION DEVELOPMENT	213,500.00	0.00	0.00	0.00%
TRANSFER TO GEN FUND 10	202,049.00	0.00	202,049.00	100.00%
TOTALS	415,549.00	0.00	202,049.00	48.62%
Y-T-D PARK RESERVE FUND INCREASE (DECREASE)		115,438.44	(76,288.60)	

TOWN HALL EXPANSION PROJECT FUND 40				
<i>REVENUES</i>	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
PROCEEDS OF INSTALLMENT LOAN	405,000.00	98,004.14	130,753.25	32.28%
TRANSFER FROM GEN FUND 10	45,000.00	2,587.80	2,587.80	5.75%
TOTALS	450,000.00	100,591.94	133,341.05	29.63%

<i>EXPENDITURES</i>	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
CONTRACTED SERVICES	420,000.00	100,221.14	132,970.25	31.66%
SMALL EQUIPMENT & FURNISHINGS	30,000.00	370.80	370.80	1.24%
TRANSFER TO GEN FUND 10	0.00	0.00	0.00	#DIV/0!
TOTALS	450,000.00	100,591.94	133,341.05	29.63%
Y-T-D EXPAN PROJECT FUND INCREASE(DECREASE)		0.00	0.00	



Kim P. Batten

FINANCE OFFICER



TOWN OF ARCHER LODGE FINANCIAL SUMMARY REPORT FISCAL YEAR COMPARISON FOR PERIOD ENDING NOVEMBER 30TH

GENERAL FUND				
REVENUES		Nov-18	Nov-17	DIFFERENCE
	AD-VALOREM TAXES	190,271.20	88,278.17	101,993.03
	SALES TAXES	47,330.88	41,914.49	5,416.39
	FRANCHISE TAXES	0.00	(1,282.66)	1,282.66
	ALCOHOL BEV TAXES/JO CO ABC DIST	6,507.37	7,591.93	(1,084.56)
	PERMITS AND FEES	1,600.00	1,095.00	505.00
	FEE IN LIEU OF RECREATION	0.00	0.00	0.00
	PEG CHANNEL SUPPORT	0.00	0.00	0.00
	MISCELLANEOUS REVENUES	15.00	9.99	5.01
	INVESTMENT EARNINGS	8,858.59	3,495.89	5,362.70
	PARK LAND GRANTS-NCDNCR	100,000.00	0.00	100,000.00
	TRANSFER IN FROM CAPITAL RESERVE	0.00	0.00	0.00
	TRANSFER IN FROM PARK RESERVE	202,049.00	0.00	202,049.00
	FUND BALANCE APPROPRIATION	0.00	0.00	0.00
		556,632.04	141,102.81	415,529.23
EXPENDITURES		Nov-18	Nov-17	DIFFERENCE
	GOVERNING BODY	16,668.12	17,433.12	(765.00)
	ADMINISTRATION	90,757.65	82,197.01	8,560.64
	JO CO TAX COLLECTION FEES	4,977.56	2,334.58	2,642.98
	LEGAL	3,877.50	4,248.75	(371.25)
	PROPERTY TAXES	0.00	31.65	(31.65)
	PUBLIC BUILDINGS	26,284.54	21,153.72	5,130.82
	PEG MEDIA PARTNERS	0.00	0.00	0.00
	PUBLIC SAFETY	72,505.31	29,168.77	43,336.54
	TRANSPORTATION-PUBLIC WORKS	11,637.16	8,027.60	3,609.56
	PLANNING & ZONING	37,297.04	36,066.70	1,230.34
	CULTURAL & RECREATION	241,250.00	25,000.00	216,250.00
	DEBT SERVICES	5,122.40	0.00	5,122.40
	TRANSFER TO CAP RESERVE	25,000.00	0.00	25,000.00
	TRANSFER TO PARK RESERVE	124,628.35	11,880.06	112,748.29
	TRANSFER TO TOWN HALL EXPANS	2,587.80	0.00	2,587.80
		662,593.43	237,541.96	425,051.47
Y-T-D INCREASE (DECREASE)		(105,961.39)	(96,439.15)	(9,522.24)

Kim P. Batten

FINANCE OFFICER