

Agenda
Work Session
Aberdeen Town Board

December 1, 2014
Monday, 6:00 p.m.

Robert N. Page Municipal Building
Aberdeen, North Carolina

1. Contract with NCDOT and EPA for two new wells. **Consider action at Work Session**
2. LED Street Light Change. **Consider action at Work Session**
3. NCDOT Landscape Agreement. **Consider action at Work Session**
4. Resolution to Accept Renewed Surety Bonds to Guarantee Infrastructure at Legacy Lakes. **Consider action at Work Session**
5. Other Business.
6. Adjournment.

SPECIAL ACCOMMODATIONS FOR INDIVIDUALS WITH DISABILITIES OR IMPAIRMENTS WILL BE MADE UPON REQUEST TO THE EXTENT THAT REASONABLE NOTICE IS GIVEN TO THE TOWN OF ABERDEEN.



TOWN OF ABERDEEN AGENDA ITEM ACTION REQUEST FORM

This form must be completed and attached to all supporting documentation for items to be included on the Town of Aberdeen Board agenda. One (1) form per agenda item.

Submitted By: Rickie Monroe **Department:** Public Works

Contact Phone # 910-944-4525 **Date Submitted:** 11/19/14

Agenda Item Title: Contract for two new wells with NCDOT and EPA

Work Session - Board Action (date of meeting should be filled in on line) :

Information Only _____

Public Hearing _____

Approval at work session - immediate action _____

Regular Board Meeting - Board Action (date of meeting should be filled in on line):

New Business _____ Information Only _____

Old Business _____ Consent Agenda _____

Public Hearing _____ Informal Discussion & Public Comment _____

Other Business _____

Summary of Information:

We've been working on this project for almost a year trying to locate sites for two new wells to replace wells #5 and #9, because of contamination. The sites will be located off of Bethesda Rd. where one site is on State of NC land and the second site is a private citizens land, which we will lease. This contract will allow us to complete the process of establishing these two new wells on our water system.

Special requests (i.e. Needs to be first on the agenda due to schedule of guest, etc.):



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

November 4, 2014

Mr. Rickie Monroe
Public Works Director
Town of Aberdeen
PO Box 875
Aberdeen, NC 28315

SUBJECT: Locally Administered Project Agreement
Town of Aberdeen, Moore County
Project R-4703; WBS Element: 44255

Dear Mr. Monroe:

Please find enclosed duplicate originals of the above-referenced Project Agreement for the Town of Aberdeen in Moore County.

After the Town has reviewed and executed both originals, please return them to my attention, within ninety (90) days. The Department of Transportation will execute the agreements and send one fully executed agreement back to the Town.

If you have any questions, please contact me at (919) 707-6626 or by e-mail at mtmatthews@ncdot.gov. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Marta Matthews".

Marta Matthews
Local Programs Management Office

Enclosure

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PROGRAM MANAGEMENT
1595 MAIL SERVICE CENTER
RALEIGH NC 27699-1595

TELEPHONE: 919-707-6600
FAX: 919-212-5711

WEBSITE:
WWW.NCDOT.GOV

LOCATION:
CENTURY CENTER COMPLEX
ENTRANCE B-1
1020 BIRCH RIDGE DRIVE
RALEIGH NC 27610

**NORTH CAROLINA
MOORE COUNTY**

SPECIAL AGREEMENT

DATE: 11/04/2014

**NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION**

AND

WBS Elements: 44255

TOWN OF ABERDEEN

THIS **MUNICIPAL 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 Aberdeen, a local government entity, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) provides the United States Environmental Protection Agency (EPA) broad federal authority to respond to releases or threatened releases of hazardous substances that may endanger public health or the environment; and,

WHEREAS, the EPA has identified, pursuant to CERCLA, an area of groundwater contamination in Aberdeen, Moore County, North Carolina, known as the "Aberdeen Contaminated Groundwater Superfund Site" (ACGS); and,

WHEREAS, EPA has identified the contaminants of concern as trichloroethylene and pesticides and, further, has defined the ACGS as consisting of: (1) the former Powdered Metal Products property located at 240 Crestline Lane and any other sources of chlorinated solvents that may have contributed to the plume and (2) the extent of the plume which is defined by NC Highway 211 to the north, Old Pee Dee Road to the west, the access road for the Town of Aberdeen water supply well # 9 to the south, and Dollie Lane to the east; and,

WHEREAS, on June 20, 2012, the EPA issued to the Department a Special Notice Letter for the ACGS identifying the Department "as one of six potentially responsible parties (PRPs) associated with the Site"; and,

WHEREAS, the EPA has not named the Municipality as a PRP associated with the ACGS, and the Municipality has no reasonable expectation of being so named; and,

WHEREAS, the contaminated groundwater plume allegedly affects the Municipality's water supply well # 5, which has been taken out of service. It is possible the Municipality's well #9 may also eventually be affected and may also be taken out of service; and,

WHEREAS, the Department agrees to reimburse the Municipality for the cost of replacing the Municipality's water supply well #5 and well #9 near the Weymouth Woods Natural Area, with one well located on existing state-owned property and another well located on privately-owned property through the purchase of an easement by the Municipality; and,

WHEREAS, in May 2014, the Department was notified that EPA withdrew the Special Notice Letter dated June 20, 2012, and that EPA reserves the right to issue another Special Notice Letter in the future; and,

WHEREAS, both parties have been engaged in coordinated discussions with EPA and the North Carolina Department of Environment and Natural Resources (NCDENR) to identify cost-effective measures to remedy any adverse effects to the Municipality's water supply which may be related to the ACGS; and,

WHEREAS, both parties reasonably believe, by undertaking the project set forth in this Special Agreement, that the parties' actions are supported by EPA and DENR and that nothing herein is contrary to the views or positions of EPA and/or DENR; and,

WHEREAS, the Department intends for the Project described herein to aid in resolving its status as a PRP in connection with the ACGS; and,

WHEREAS, the Municipality acknowledges, as a non-PRP, that it does not seek to resolve any potential liability under CERCLA and therefore the remedial and/or response activities described herein shall accrue exclusively to the Department's benefit; and,

WHEREAS, the Department has agreed to take certain actions as set forth in this Special Agreement; and,

WHEREAS, the Department and the Municipality have agreed to the construction of said Project, as described in Provision 1, below, with cost participation and responsibilities for the Project as hereinafter set out;

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 the replacement of two water supply wells for the Municipality. Pending any necessary approval, one replacement well will be located on existing state-owned property. The other replacement well will be located within an easement on privately-owned property to be purchased by the Municipality. Tasks necessary for implementing the Project will include acquiring the easement, drilling test wells, drilling permanent water supply wells, well house construction, electrical improvements, water treatment, installation of water lines and various related project requirements. Post-construction operation and maintenance of the replacement wells are not within the scope of the Project.

PLANNING, DESIGN, RIGHT OF WAY AND PROJECT MANAGEMENT

2. The Department shall be responsible for project planning and design, shall have the authority to review and oversee the Municipality's activities under this Agreement, and shall be responsible for approval or disapproval of expenditures. The Municipality shall be responsible for project construction and right-of-way and easement acquisition for the Project.
3. All planning, design, right of way and project management shall be done in accordance with Departmental standards, specifications, policies and procedures.

CONSTRUCTION AND MAINTENANCE

4. The Municipality shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Municipality shall enter into and shall administer all construction contracts for said Project. In addition, the Parties agree as follows:
 - A. Prior to advertising the Project for construction bids, the Municipality or its agents, shall submit for approval by the Department the final construction plans, the total contract proposal, and an estimate of the Project costs to the Department's State Environmental Operations Engineer. Bids received to perform the construction contract, along with proper documentation of Municipal approval of such bids, shall be submitted to the Department's State Environmental Operations Engineer for review and approval by the Department prior to the contract being awarded by the Municipality. Upon award of the Project, the Municipality shall provide the Department's State Environmental Operations Engineer with copies of the executed contract and sets of plans as requested.

- B. The Municipality shall follow Departmental regulations and North Carolina General Statutes regulations pertaining to bid procedures in the award of the contract and purchases. Purchases will include drilling services, engineering services, land, easement and related construction materials. The Municipality shall not enter into any contractual agreement for any phase of the Project without prior written approval from the Department.
- C. The Department's State Environmental Operations Engineer shall have the right to inspect, sample, test, and approve or reject any portion of the Project being performed by the Municipality or the Municipality's contractor, to ensure compliance with the provisions of this Agreement. The Department will furnish the Municipality with any forms that may be needed in order to follow standard Departmental practices and procedures in the administration and performance of the contract.
- D. The Municipality shall sample and test all applicable materials to ensure conformity with the Department's Guide for Process Control and Acceptance Sampling and Testing (Minimum Sampling Guide) and with any applicable North Carolina Department of Environment and Natural Resources (NCDENR) guidance on well construction and drinking water standards. The Municipality shall provide the Department's State Environmental Operations Engineer a copy of the testing performed documenting the drinking water quality analyses.
- E. Any necessary environmental review or permitting shall be the responsibility of the Municipality.
- F. All materials incorporated in the Project and workmanship performed by the contractor shall be in conformity with the Standards and Specifications of the Department. In addition, for any replacement well construction on state-owned property, the Municipality shall comply with all applicable laws and regulations governing construction on state-owned property.
- G. Upon completion of the Project, the Municipality shall furnish the Department's State Environmental Operations Engineer with complete sets of "Plan of Record" and/or "As Built" plans as requested.
- H. Prior to the final acceptance and payment by the Department, the Department's State Environmental Operations Engineer shall make a final inspection of the completed work. The Department's State Environmental Operations Engineer will be responsible for final acceptance of the completed work on behalf of the Department.
- I. In the event the Project is not let to contract within six (6) months after receiving final approval of construction plans and proposals from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the

Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

- J. The Municipality shall complete construction of the Project, in accordance with the terms of this Agreement, within two (2) year(s) of execution of this Agreement. By mutual agreement between the Parties and the execution of a written supplemental agreement, this Agreement may be extended in one (1) year increments for up to three (3) years, for a total of five (5) years. If the Municipality has not completed all obligations to the satisfaction of the Department, the unexpended balance of funds may be rescinded by the Department and assigned to other Projects by the Board of Transportation and the Municipality shall reimburse the Department for all costs incurred by the Department associated with the Project.
- 5. Following completion and acceptance of the Project the Municipality shall assume, at no expense or liability to the Department, all responsibilities and expenses associated with the maintenance and operation responsibilities of the two (2) replacement water supply wells.
- 6. Local emergency responders shall have access to all new fire hydrants, once placed in operation, for the purpose of emergency response.

CONSTRUCTION SUBCONTRACTOR GUIDELINES

- 7. Any construction contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses and Women Businesses as required by GS 136-28.4 and the North Carolina Administrative Code.
 - A. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at <https://connect.ncdot.gov/municipalities/Pages/Bid-Proposals-for-LGA.aspx>.
 - B. No advertisement shall be made nor any contract shall be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement and contents of the contract by the Department.
 - C. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

FUNDING AND REIMBURSEMENT

8. The Department shall reimburse the Municipality for 100% of the actual cost of the Project including costs for easements and Right-of-Way and construction of the project. The estimated cost of the Project is \$700,000.00.
 - A. The Municipality may bill the Department for actual costs by submitting an itemized invoice and requested documentation to the Department. Reimbursement shall be made upon completion of portions of the work as agreed upon by both parties. By submittal of said invoices, the Municipality certifies that it has adhered to all applicable laws and regulations, and the terms of this Agreement.
 - B. Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process. Written approval from the Department's State Environmental Operations Engineer is required prior to the use of force account by the Municipality. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (http://www.whitehouse.gov/omb/circulars_default/). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.
 - C. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (http://www.whitehouse.gov/omb/circulars_default/) dated June 27, 2003 and all subsequent updates and supplements, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.
 - D. The Municipality shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this Agreement, for inspection and audit by the Department, by NCDENR or by EPA. The

Municipality shall also submit to any review, inspection, or audit required by the Office of the State Auditor.

- E. Failure on the part of the Municipality to comply with any provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project.
- F. All invoices associated with the Project, including the final invoice must be submitted within six months of the completion of the Project to be eligible for reimbursement by the Department.
- G. The Project must progress in a satisfactory manner as determined by the Department. If the Project does not remain active, the Department reserves the right to rescind said funding.

ADDITIONAL PROVISIONS

- 9. The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
- 10. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the Municipality certifies, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.
- 11. The Municipality shall certify to the Department compliance with all applicable State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the Municipality or any entity performing work under contract with the Municipality.
- 12. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible in the terms of this Agreement. However, at no time shall the Department reimburse the Municipality costs which exceed the total funding for this Project.
- 13. The Municipality will indemnify and hold harmless the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability of any nature, in connection with the Project activities performed pursuant to this Agreement including construction

of the Project and the two (2) replacement water supply wells. The Department shall not be responsible for any damages claims, which may be initiated by third parties.

14. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.
15. Any notification of termination of this Agreement shall be in writing to the other party. If the Municipality decides to terminate the Agreement without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project, including any reimbursed costs to the Municipality. Reimbursement to the Department shall be made in one lump sum payment within sixty (60) days of billing. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105-241.21.
16. The Department reserves the right to terminate this Agreement without cause by giving 30 days written notice to the Municipality.
17. If, through any cause, the Municipality shall fail to fulfill its obligations under this Agreement in a timely and proper manner, the Department shall have the right to terminate this Agreement by giving written notice to the Municipality and specifying the effective date thereof. The Municipality shall reimburse the Department one hundred (100%) of all Project funds paid to the Municipality and one hundred (100%) of all costs incurred by the Department, associated with the Project up to the date of termination. Further, the Municipality shall not be relieved of liability to the Department for damages sustained by the Department by virtue of the Municipality's breach of this Agreement, and the Department may withhold any payment due the Municipality for the purpose of setoff until such time as the exact amount of damages due the Department from such breach can be determined. In case of default by the Municipality, without limiting any other remedies available to it, the Department may procure the contract services from other sources and hold the Municipality responsible for any excess cost occasioned thereby.
18. Any forbearance or failure to act in the face of default or breach by the Municipality shall not be construed as NCDOT's waiver of its rights under this Agreement.
19. In compliance with state policy, the Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and adhere to the Department's Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) policy which requires goals to be set and participation to be reported, as more fully described in the Subcontractor Guidelines section of this Agreement.

20. 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.
21. In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement is invalid or unenforceable, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable. All other provisions and requirements of this Agreement shall remain in full force and effect.
22. 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.
23. The parties hereby acknowledge that the individual executing this Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
24. 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, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the terms and conditions of this Agreement.

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 ABERDEEN

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ 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 Aberdeen as attested to by the signature of Clerk of said governing body on _____(Date)

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

(SEAL)

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:
Town of Aberdeen

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

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

Memo

To: Bill Zell, Town Manager

From: Rickie Monroe, Public Works Director

Ref: LED Street Light Change

Date: November 24, 2014

Bill attached is information from Duke Energy with a proposal to change out all of our street lights to LED fixtures for the Town Boards consideration to discuss and possible approve at the Work Session on Monday, December 1, 2014. The following surrounding towns have already agreed for the change out, Southern Pines, Whispering Pines, Carthage, Pine Bluff and Pinehurst.

I did discuss the lump sum payment with David McNeill and he said this payment would have to be upfront prior to installation. They would like to start installation the first quarter of 2015. So, as I see it, I think with the cost savings, we should definitely consider this with the two options below:

1. If we decide to go ahead with the installation, we will be short on money in the street light budget; however, there will be some savings for the rest of the fiscal year.
2. We can wait and put off installation till July and include this additional cost in next year's budget.

Attached are copies of emails, savings, spread sheet and a picture of the light fixture.

If anyone has any questions prior to the meetings on December 1st, please do not hesitate to call me at 944-7012 or 690-2309

Rickie Monroe

From: Bill Zell
Sent: Wednesday, August 27, 2014 10:34 AM
To: David.McNeill@duke-energy.com
Cc: Rickie Monroe
Subject: FW: Town of Aberdeen - Duke Energy analysis re: converting street lights to LEDs

David,

Rickie has some questions for you on this project. Thanks,

Bill

From: Rickie Monroe
Sent: Wednesday, August 27, 2014 10:30 AM
To: Bill Zell
Subject: Re: Town of Aberdeen - Duke Energy analysis re: converting street lights to LEDs

Bill ,here's a few questions you may want to ask David.

- 1.why are those six lights not eligible
2. How do the 50 and 75 wattages compare to 58 ,95 ,130 lumens that we are now using.
3. Will only the bulb be replaced or will the whole fixture be replaced.
4. I assume that 75 watt is the highest wattage available is it going to be able to light US-1 equal to what it is now.
5. Are any of our area lights going to be able to be changed to LED. They are located in our parks, well sites,sewer pump stations and other town properties.
- 6.Also just so you won't think I padded the street light budget keep in mind that the yearly totals that they are showing does not include any pole charges, or any underground charges

On Aug 26, 2014, at 4:31 PM, "Bill Zell" <bzell@townofaberdeen.net> wrote:

FYI

We'll need to talk about this.

Bill

From: McNeill, David [<mailto:David.McNeill@duke-energy.com>]
Sent: Tuesday, August 26, 2014 4:30 PM
To: Bill Zell
Subject: Town of Aberdeen - Duke Energy analysis re: converting street lights to LEDs

Bill,

It was good talking with you today. Greg Sterken, our lighting expert with Duke Energy, has completed the analysis of the Town of Aberdeen street lights that could be converted to LEDs (see attached document). As you will see, there are 415 street lights in the Town of Aberdeen. This includes one MV (mercury vapor) bulb, and 414 HPS (high pressure sodium) bulbs.

Of those 415 street lights, 409 are eligible/available for conversion to LEDs. Of those 409, there are 125 street lights that are less than 20 years old and would require a \$50 fee to convert to LEDs (the conversion of the other 284 street lights would be at no cost to the Town). As you will see, that projected cost for conversion of the 125 street lights (at \$50 each) is \$6,250.

This (attached) analysis also includes the projected savings to the Town of Aberdeen after the conversion of the 409 street lights. Currently the Town of Aberdeen is paying \$4,363 per month for street lights. Following the conversion of the 409 street lights to LEDs, the monthly cost of those 409 LEDs (and the 6 street lights that are not eligible/available for conversion) is estimated at \$3,634 – resulting in a projected monthly savings of \$729 to the Town of Aberdeen. On an annual basis, the projected savings would be \$8,746.

From a scheduling standpoint, if the Town of Aberdeen decides that it wants to move forward with the conversion of the street lights to LEDs, we will then get the Town in line for that work to be completed. Right now, I'm thinking the conversion could be performed in either first quarter 2015 or second quarter 2015.

I will send you another email with information about a "test location" in the Town of Southern Pines, where a couple of 50 watt LEDs and a couple of 75 watt LEDs have been installed, to allow local officials to compare the light from each. Also, the Town of Carthage has already completed its conversion to 75 watt LEDs – so you and the Town's officials can also check them out to get a feel for the new look.

Let me know if you have any questions or need more information.

Thank you,

David

David J. McNeill
District Manager
Duke Energy
3308 NC Hwy 5
Aberdeen, N.C. 28315
910-944-5322 (o)
910-690-3718 (c)

From: Sterken Jr, J Greg
Sent: Monday, August 25, 2014 5:03 PM
To: McNeill, David
Subject: Town of Aberdeen

And here is the summary sheet of the Town of Aberdeen's lights. Let me know if this raises any questions.
Thanks,

Greg Sterken, LC
Bus. Development Sales Mgr. - Lighting Sol.
1020 W. Chatham St.

Jamie Dockery

From: Rickie Monroe
Sent: Monday, November 24, 2014 12:26 PM
To: Jamie Dockery
Subject: FW: Aberdeen Monthly Costs and Savings for converting street lights to LEDs
Attachments: Aberdeen LED Conv Chart SLS with prices.xlsx

From: McNeill, David [<mailto:David.McNeill@duke-energy.com>]
Sent: Thursday, September 25, 2014 6:27 PM
To: Rickie Monroe
Cc: Sterken Jr, J Greg
Subject: FW: Aberdeen Monthly Costs and Savings for converting street lights to LEDs

Rickie,

Greg Sterken and I enjoyed meeting with you on Wednesday at your office. The attached is the updated conversion chart to include the variety of LEDs available, and if you print it out "landscape" you will see that Greg has added two columns: one shows the quantity of lamps to be changed and the second column shows the corresponding savings on a monthly basis following the conversion. (I'm copying Greg on this note, to make sure I'm representing this analysis properly).

Greg has also provided some updated, additional information related to the Town of Aberdeen lights:

David, here are the breakdowns for <20 yr old lights:

Total for Aberdeen is 308, of which 81 are posttops so won't be included leaving a total of 227 lights that are under 20 yrs and will be charged. I used the cutoff date as 1/1/15.

So, $227 \times \$50 = \$11,350$.

We can adjust the few once we get a better look at the start date.

Let me know if you have any questions.

Thanks,

Greg Sterken, LC

So, Rickie, based on this information (attached and above) I've combined them into the following summary for the Town of Aberdeen:

- Based on the **attached chart**, there are **527 street lights that are eligible for conversion** (this includes 1 mercury vapor and 526 sodium vapor bulbs).
- As you know, there is a \$50 charge to convert any street lights that are under 20 years of age. Based on the analysis above in blue, there are 308 (of the 527 street lights in the Town) that are less than 20 years of age. Now, 81 of those are post-tops, so they won't be included in the conversion, so that leaves a **total of 227 lights that are under 20 years of age and will be charged \$50 each for conversion**. So, 227 lights at \$50 each equals a total conversion cost of **\$11,350**.
- The projected savings (**see attachment**) shows that for the 527 street lights that will be converted, the Town will achieve an **estimated monthly savings of \$835.11**.
- On an annual basis, this projected savings for the Town would be **\$10,021.32**.

From a scheduling standpoint, if the Town of Aberdeen decides that it wants to move forward with the conversion of the street lights to LEDs, we will then get the Town in line for that work to be completed. Right now, I'm thinking the conversion could be performed in either first quarter 2015 or second quarter 2015.

Let me know if you have any questions or need more information.

Thank you,

David

David J. McNeill
District Manager
Duke Energy
3308 NC Hwy 5
Aberdeen, N.C. 28315
910-944-5322 (o)
910-690-3718 (c)

From: Sterken Jr, J Greg
Sent: Wednesday, September 24, 2014 4:59 PM
To: McNeill, David
Subject: Aberdeen Monthly Costs and Savings

David, attached is the spreadsheet I promised. Out of the 608 total lights in Aberdeen, there are 527 on this sheet. The other 81 are the posttops that we discussed. All the posttops are 9,500 lumens.

I think the sheet is self-explanatory but Rickie may have some questions—if so, just let me know.

Thank you,

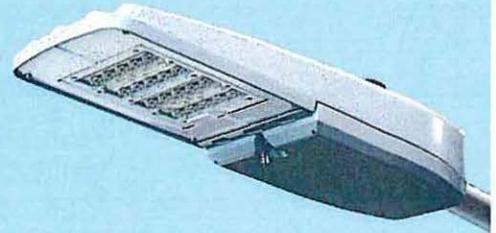
Greg Sterken, LC
Bus. Development Sales Mgr. - Lighting Sol.
1020 W. Chatham St.
Cary, NC 27511
Phone: 919.481.6139
Cell: 919.812.7867

TOWN OF ABERDEEN

NC - SLS	Monthly Rate	Default LED Replacement	LED Monthly Rate	Savings	QTY OF LAMPS TO CHANGE	MONTHLY SAVINGS
Mercury Vapor						
7,000 lumen semi-enclosed	\$9.39	LED 50	\$7.78	\$1.61		
7,000 lumen enclosed	\$10.09	LED 50	\$7.78	\$2.31	1	\$2.31
21,000 lumen	\$16.07	LED 150	\$12.84	\$3.23		\$0.00
60,000 lumen	\$33.73	LED 280	\$18.03	\$15.70		\$0.00
Sodium Vapor						
5,800 lumen	\$6.98	LED 50	\$7.78	(\$0.80)	18	(\$14.40)
9,500 lumen	\$9.59	LED 50	\$7.78	\$1.81	404	\$731.24
12,000 lumen	\$11.12	LED 75	\$8.06	\$3.06		\$0.00
16,000 lumen	\$12.79	LED 105	\$9.93	\$2.86	1	\$2.86
22,000 lumen	\$13.94	LED 150	\$12.84	\$1.10	103	\$113.30
28,500 lumen	\$16.64	LED 150	\$12.84	\$3.80		\$0.00
38,000 lumen	\$17.10	LED 280	\$18.03	(\$0.93)		\$0.00
50,000 lumen	\$19.88	LED 280	\$18.03	\$1.85		\$0.00
					TOTAL MONTHLY SAVINGS	\$835.31

Outdoor Lighting

Roadway LED



The Roadway LED is a green solution and great fit for streets, roads, long, narrow areas and parking lots. This energy-efficient luminaire delivers the light where it is needed while increasing visibility and reducing spill light to adjoining properties. Choose low to medium light output on wood or fiberglass poles (or mount on an existing pole). Available with one to four fixtures per pole, depending on the fixture/pole combination selected.

LED <i>(Light Emitting Diode)</i>	75 105 215 watts
Mounting heights	25', 30', 35'
Color	Gray
Poles	Fiberglass Metal <i>(special conditions)</i> Wood

For additional information, visit us at duke-energy.com/OutdoorLighting or call us toll free at 800.452.2777.

Outdoor Lighting

Roadway LED

Light source: LED (*white*)

Wattage: 75 | 105 | 215

Light pattern: IESNA Type III (*oval*)

LED 75 | IES Type II (*long oval*)

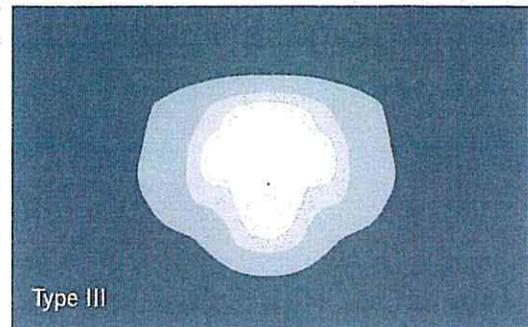
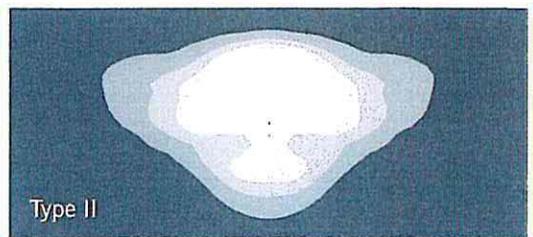
LED 105 | IES Type II (*long oval*)

LED 215 | ES Type III (*medium oval*)

IESNA cutoff classification: Full cutoff

Color temperature: 4,000K

Warm-up and restrike time: Instant on (*no warm-up or restrike time*)



light distribution pattern

Poles available:

<i>Name</i>	<i>Mounting height</i>	<i>Color</i>
Fiberglass	25', 30', 35'	Gray
Fiberglass	25', 30', 35'	Black (<i>additional cost</i>)
Wood	25', 30', 35'	Standard
Metal (<i>special conditions</i>)*	25', 30', 35'	Gray

Features

Little or no installation cost

Design services by lighting professionals included

Maintenance included

Electricity included

Warranty included

One low monthly cost on your electric bill

Turnkey operation

Backed by over 40 years of experience

Benefits

Frees up capital for other projects

Meets industry standards and lighting ordinances

Eliminates high and unexpected repair bills

Less expensive than metered service

Worry-free

Convenience and savings for you

Provides hassle-free installation and service

A name you can trust today ... and tomorrow

*2' raised foundation available when required.



TOWN OF ABERDEEN AGENDA ITEM ACTION REQUEST FORM

This form must be completed and attached to all supporting documentation for items to be included on the Town of Aberdeen Board agenda. One (1) form per agenda item.

Submitted By: P Graham Department: Planning

Contact Phone # 4517 Date Submitted: 11/21/14

Agenda Item Title: DOT Landscape Agreement

Date of Board Meeting to hear this item: 12/1/2014

Board Action Requested:	
New Business <input checked="" type="checkbox"/>	Information Only <input type="checkbox"/>
Old Business <input type="checkbox"/>	For Action at Future Meeting <input type="checkbox"/> Date _____
Public Hearing <input type="checkbox"/>	Informal Discussion & Public Comment <input type="checkbox"/>
Other Business <input type="checkbox"/>	Consent Agenda <input type="checkbox"/>

Summary of Information:

Planning and Public Works Departments are coordinating with NCDOT on proposed landscaping along the western right of way of US1 between John McQueen and Bonnie Brook Roads. If DOT agrees to install a portion of the project an agreement will be put in place to assign responsibilities, including long term maintenance by the town.

A sample agreement is attached for reference. Mark Thompson at the Division #8 DOT office in Aberdeen has advised that our agreement will be essentially the same except that a clause may be added that places a ten year expiration on the agreement, at which time DOT will renovate or replace the landscape under a new agreement (provided that funding is available).

Staff requests that the Board authorize staff to negotiate the agreement with NCDOT, as directed by the Town Manager.

Special requests (i.e. Needs to be first on the agenda due to schedule of guest, etc.):

NORTH CAROLINA

LANDSCAPE AGREEMENT

LEE COUNTY

DATE: 7/12/2012

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: ER-2973 H

AND

WBS Elements: 3708.3.24

CFDA: 20.205

CITY OF SANFORD

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 City of Sanford, a municipal corporation, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, Section 1113 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), requires that the Surface Transportation Program funds be available for transportation enhancement activities in the Statewide Transportation Improvement Program; and,

WHEREAS, the Municipality has requested enhancement funding for certain landscape plantings in Lee County; and,

WHEREAS, the Municipality has agreed to the maintenance of said plantings as hereinafter set out;

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 designing and installing landscape plantings at the interchanges of US 421 and SR 1526 (Mt. Pisgah Church Road) and US 1 and SR 1100 (Spring Lane) in Lee County.

PLANNING AND DESIGN

2. The Department shall, without expense to the Municipality, approve the landscape design and prepare the landscape plans and specifications in accordance with the Department's standard landscaping policies and procedures for highways. The Municipality shall have an opportunity to review the landscape design and plans before the Department lets the contract, with anticipated planting to begin during the Spring of 2013.
3. All work shall be performed within the existing right of way and in accordance with Departmental standards, policies and procedures. In the event any additional right of way or construction easement is required for the plantings, the Department shall provide said additional right of way/or easement. Acquisition of any right of way and/or easements shall be performed in accordance with all State and Federal procedures.

CONSTRUCTION AND MAINTENANCE

4. The Department shall furnish the plants and mulch for the initial planting. The Department shall, without expense to the Municipality, prepare the site and install the plantings, in accordance with the approved project plans. All work shall be performed in accordance with the Department's standard landscaping policies and procedures for highways.
5. Upon completion of the project the Municipality shall maintain plantings. The Department shall notify the Municipality, in writing, when the Municipality should assume responsibility for all maintenance and replacement of the landscape materials. Maintenance shall include, but not be limited to, the following: watering, mulching, pruning, fertilizing, weeding, pest control, mowing, and replacing plant materials. All cost of maintenance shall be borne by the Municipality.
6. The Municipality agrees to continually maintain all plantings in accordance with generally accepted horticultural practices. The Department shall have the right to periodically inspect the maintenance practices being utilized by the Municipality.
7. If the Department determines that the Municipality is not properly maintaining the plantings, the Department shall notify the Municipality. If proper maintenance is not performed by the Municipality within a reasonable time after notification, the Municipality agrees that the Department shall perform the necessary maintenance, or at the Department's option, shall return the planted area to a natural condition (i.e. seeded and mulched, etc.). It is further agreed that the

costs of the restoration shall be reimbursed to the Department by the Municipality.

Reimbursement to the Department shall be made in one final payment within sixty (60) days of invoicing by the Department. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147.86.23.

8. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.
9. In the event these plantings require relocation or removal for highway construction, re-construction, maintenance or safety, the Municipality shall be given the option to remove or relocate any plantings it considers salvageable immediately upon notification by the Department, at no expense to the Department.
10. The Department shall not be responsible for any damage to the plantings, which may be done by third parties.

ADDITIONAL PROVISIONS

11. The Municipality, at no expense to the Department, shall provide traffic control during landscape maintenance procedures as required by the latest revisions to the MUTCD for work outside the shoulder and for work on the shoulder.
12. The Municipality will indemnify and hold harmless the Department, FHWA, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages or claims for damages, which may be initiated by third parties.
13. 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.

14. 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, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

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.

WITNESS:

CITY OF SANFORD

BY: Bonnie D White

BY: Cornelia Olive

TITLE: City Clerk

TITLE: Mayor

DATE: 8/7/12

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 Cornelia Olive, Mayor of the local governing body of the City of Sanford as

attested to by the signature of Clerk Bonnie D White of said governing body on

8/7/12 (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

56-6001328

Remittance Address:

City of Sanford

Po Box 3729

Sanford NC 27331-3729

DEPARTMENT OF TRANSPORTATION

BY: [Signature]
(STATE HIGHWAY ADMINISTRATOR)

DATE: 9/6/12

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 5/9/2012 (DATE)



TOWN OF ABERDEEN AGENDA ITEM ACTION REQUEST FORM

This form must be completed and attached to all supporting documentation for items to be included on the Town of Aberdeen Board agenda. One (1) form per agenda item.

Submitted By: P Graham **Department:** Planning

Contact Phone # 4517 **Date Submitted:** 11/24/14

Agenda Item Title: Resolution to Accept Renewed Surety Bonds to Guarantee Infrastructure at Legacy Lakes

Date of Board Meeting to hear this item: 12/1/14

Board Action Requested:	
New Business <input checked="" type="checkbox"/>	Information Only <input type="checkbox"/>
Old Business <input type="checkbox"/>	For Action at Future Meeting <input type="checkbox"/> Date _____
Public Hearing <input type="checkbox"/>	Informal Discussion & Public Comment <input type="checkbox"/>
Other Business <input type="checkbox"/>	Consent Agenda <input type="checkbox"/>

Summary of Information:

Surety Bonds for asphalt topcoat and sidewalks and additional paving at Legacy Lakes have been renewed for a period of one year. Staff requests that the Board adopt the attached resolution accepting the renewals.

Special requests (i.e. Needs to be first on the agenda due to schedule of guest, etc.):



MEMORANDUM TO THE BOARD OF COMMISSIONERS – December 1, 2014 Work Session

Description of Request

Request:

Acceptance of
Surety renewals
for Legacy Lakes

Prepared by:

Pamela Graham,
Planning Director

On October 25, 2012, MFV-FC Portfolio, LLC, a subsidiary of Mountain Real Estate Capital closed on the purchase of Legacy Lakes including all collateral held by FC-Pinehurst, LLC. Nine surety bonds were in force for this development on that date, and were transferred to the new owners through replacement bonds for equal amounts as detailed below. These replacement bonds, accepted by the Town Board on November 13, 2012, expired on 10/9/2014. Renewals of the bonds were arranged and offered by the developer prior to the expiration date, but included an additional bond in error. This correction to the list of bonds was made and is now ready for acceptance by the Board.

Attached please find a resolution for acceptance of the renewals. No reduction in surety has been requested at this time by the developer. Staff will confer with MFV-FC Portfolio to determine their intention for completing any of the bonded work prior to the 10/10/2015 expiration date for the renewed bonds.

The bond renewals are as follows:

MFV –FC Surety	Amount	Purpose	Expires
1080075	\$81,412.81	Sidewalks, Phase 1, Map 2	10/10/2015
1080076	\$70,265.00	Sidewalks, Phase 1, Map 1	10/10/2015
1070077	\$65,025.94	1" Road Top Coat, Phase 1, Map 1	10/10/2015
1070078	\$96,285.30	1" Road Top Coat, Phase 1, Map 2	10/10/2015
1080080	\$49,927.50	Phase 1, Map 4 paving costs for local subdivision roads	10/10/2015
1080081	\$79,915.24	Phase 1, Map 4 sidewalk improvements and 1" overlay	10/10/2015
1080082	\$132,333.62	Phase 1, Map 3, townhomes paving and curb	10/10/2015
1080083	\$29,812.50	Phase 1, Map 5 Sidewalk	10/10/2015
1080084	\$23,997.50	Phase 1, Map 5 paving	10/10/2015

Staff Recommendation

Staff recommends that the Board of Commissioners approve the attached resolution renewing the surety posted by MFV-FC Portfolio, LLC.

**RESOLUTION TO RENEW SURETY FOR MFV-FC PORTFOLIO LLC
FOR INFRASTRUCTURE IMPROVEMENTS FOR
Legacy Lakes, Phase 1**

WHEREAS, The Legacy (Legacy Lakes) was approved through a Conditional Use Permit granted by the Town of Aberdeen as a Residential Planned Development; and

WHEREAS, MFV-FC Portfolio, LLC posted surety for sidewalks and subdivision improvements for the development of lots and townhomes in Phase 1 of The Legacy with an expiration date of October 9, 2014; and

WHEREAS, all bonded improvements in Phase 1 of The Legacy have not been completed; and

WHEREAS, MFV-FC Portfolio, LLC offers a renewal of all surety for Phase 1 of The Legacy with an expiration of October 10, 2015 as detailed below;

MFV –FC Surety	Amount	Purpose	Expires
1080075	\$81,412.81	Sidewalks, Phase 1, Map 2	10/10/2015
1080076	\$70,265.00	Sidewalks, Phase 1, Map 1	10/10/2015
1070077	\$65,025.94	1" Road Top Coat, Phase 1, Map 1	10/10/2015
1070078	\$96,285.30	1" Road Top Coat, Phase 1, Map 2	10/10/2015
1080080	\$49,927.50	Phase 1, Map 4 paving costs for local subdivision roads	10/10/2015
1080081	\$79,915.24	Phase 1, Map 4 sidewalk improvements and 1" overlay	10/10/2015
1080082	\$132,333.62	Phase 1, Map 3, townhomes paving and curb	10/10/2015
1080083	\$29,812.50	Phase 1, Map 5 Sidewalk	10/10/2015
1080084	\$23,997.50	Phase 1, Map 5 paving	10/10/2015

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Town of Aberdeen that the following surety bonds: 1080075, 1080076, 1080077, 1080078, 1080080, 1080081, 1080082, 1080083, 1080084 are accepted for the completion of infrastructure improvements for Phase 1 of The Legacy.

Adopted this the 1st day of December, 2014.

Robert A. Farrell, Mayor

Attest:

Regina M. Rosy, Clerk

LEXON INSURANCE COMPANY

November 24, 2014

Town of Aberdeen
115 N. Poplar Street
PO Box 785
Aberdeen, NC 28315

Gentlemen:

The following Surety Performance Bonds written by Lexon Insurance Company with MFV-FC Portfolio LLC as principal for Legacy Lakes, remain in full force and effect:

<u>Bond No.</u>	<u>Bond Amount</u>
1080075	\$ 81,412.81
1080076	\$ 70,265.00
1080077	\$ 65,025.94
1080078	\$ 96,285.30
1080080	\$ 49,927.50
1080081	\$ 79,915.24
1080082	\$132,333.62
1080083	\$ 29,812.50
1080084	\$ 23,997.50

These bonds shall be binding and remain in effect until they expire on October 10, 2015. It is agreed and understood that the referenced bonds are not cumulative in nature, regardless of the number of years they may remain in effect. It is further agreed and understood that the Surety does not waive any rights or remedies under law by the issuance of this letter.

LEXON INSURANCE COMPANY

By: Sandra L. Fusinetti
Sandra L. Fusinetti, Attorney-In-Fact

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Luncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Jackie C. Koestel, Lynnette Long, Amy Meredith, Deborah Neichter, Sheryon Quinn, Lonnie J. Wortham, Jessica Nowlin, Rachel Parikh its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf its surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 4,000,000.00, Four Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 21st day of September, 2009.

LEXON INSURANCE COMPANY



BY David E. Campbell
David E. Campbell
President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 01-09-16

BY Amy L. Taylor
Amy L. Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the solutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 24th Day of November, 2014.



BY Andrew Smith
Andrew Smith
Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."