

Agenda
Work Session
Aberdeen Town Board

April 13, 2015
Monday, 6:00 p.m.

Robert N. Page Municipal Building
Aberdeen, North Carolina

1. New Audit Reporting Requirement – Brett Jones with Dixon Hughes Goodman. **Consider action at Work Session**
2. Economic Development Incentive Plan. **Consider action at Work Session**
3. Selection for Ray's Mill Park Sign. **Consider action at Work Session**
4. Aberdeen Lake Park / Parks & Recreation Department Sign. **Consider action at Work Session**
5. Architectural Contract for the new Police Station. **Consider action at Work Session**
6. Discussion on Police Dispatch.
7. Public Hearing on UDO Text Amendment #15-01 Regarding Business Signage.
8. Consider action on UDO Text Amendment #15-01 Regarding Business Signage.
9. Petition for Voluntary Contiguous Annexation for Columbus Midtown Properties.
 - a. Accept the Petition Requesting Annexation. **Consider action at Work Session**
 - b. Resolution Directing the Clerk to Investigate a Petition for Annexation. **Consider action at Work Session**
 - c. Accept the Clerk's Certificate of Sufficiency. **New Business on 4/27/15**
 - d. Resolution Fixing Date of Public Hearing on Question of Annexation. **New Business on 4/27/15**
10. Street Closure for Spring Spree Festival. **Consider action at Work Session**
11. Discussion on UDO Discrepancy Regarding Metal Buildings. **Information Only**
12. Water & Sewer Rates and Recommended Changes. **New Business on 4/27/15**

13. An Ordinance Amending the Town of Aberdeen Fee Schedule with Regard to Garbage Collection Fees. **New Business on 4/27/15**
14. Discuss Goals/Objectives for Strategic Plan.
15. Other Business.
16. 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.

Beth Wentland

From: Sharon Edmundson <Sharon.Edmundson@nctreasurer.com>
Sent: Monday, February 09, 2015 4:42 PM
To: Sharon Edmundson
Cc: Preeti Nayak
Subject: LGERS Pension Attest on 2014 Calendar Year Pension Census Data

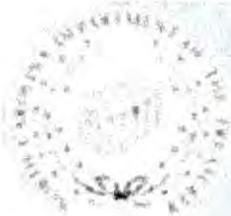
Local Government Finance Officers and your Auditors:

This email serves to notify you that your unit of government has been selected in the attest sample as part of the Office of State Auditor's work on auditing LGERS for purposes of complying with GASB Statements 67 and 68. Much more information will be emailed to you in the next few weeks but we know that many of you are in the process of finalizing contract arrangements and beginning audit planning for the year so we wanted to get this information out to you.

This will be the second year we have used this approach in the work necessary for Statements 67 and 68. All auditors and units that were in the group selected last year viewed this work as a separate engagement, apart from the annual audit contract. We do not have a template agreement for this work and instead ask that you forward your engagement letters to us for this work. We will need to approve the attest document and sign off on invoices prior to units making payment on them, just as we do for other audit work.

Again, more information will be forthcoming, including more detailed guidance and a sample attest report.

Sharon G. Edmundson, MPA, CPA
Director, Fiscal Management Section
State and Local Government Finance Division
Phone: (919) 807-2380
Fax: (919) 807-2398
sharon.edmundson@nctreasurer.com
<http://www.nctreasurer.com>
Find us on Facebook 



DEPARTMENT OF STATE TREASURER

Janet Cowell, State Treasurer of North Carolina
325 N. Salisbury St. | Raleigh, NC 27603-1385

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law. It may be subject to monitoring and disclosed to third parties, including law enforcement personnel, by an authorized state official.
IMPORTANT: When sending confidential or sensitive information, encryption should be used.

Beth Wentland

From: Sharon Edmundson <Sharon.Edmundson@nctreasurer.com>
Sent: Monday, February 09, 2015 4:47 PM
To: Sharon Edmundson
Cc: Preeta Nayak
Subject: RE: LGERS Pension Attest on 2014 Calendar Year Pension Census Data

My apologies – I neglected to include the list of units that have been tapped this year:

Town of Spindale
Town of Yadkinville
Town of Stallings
Coastal Regional Solid Waste Mngt Auth
Town of Sunset Beach
Garner Fire Dept
Land-Of-Sky Regional Council
Town of Farmville
Centralina Council of Governments
Town of Louisburg
Camden County
Martin-Tyrrell-Washington District Health Department
Town of Aberdeen
Yancey County
Town of Oak Island
City of Roanoke Rapids
Brunswick County Dept of Social Services
Winston-Salem Housing Authority
Hertford County
Town of Carrboro
CoastalCare
City of Washington
Transylvania County
Sampson County
City of Goldsboro
Halifax County
City of New Bern
City of Hickory
Town of Chapel Hill
City of Wilson
City of Wilmington
City of High Point
Gaston County
City of Fayetteville
City of Raleigh
City of Charlotte

March 12, 2015

Town of Aberdeen
Aberdeen, North Carolina

We are pleased to confirm our understanding of the services we are to provide for the Town of Aberdeen (the "Town").

We will examine the Town's employee census data and related underlying payroll records to determine the employee census data provided to the Teachers and State Employees' Retirement System ("TSERS") for the year ended December 31, 2014 is materially correct. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include tests of your records and other procedures we consider necessary to enable us to express an opinion as to whether the Town's employee census data is in compliance with the criteria set forth in the TSERS' Employer Manual (revised January 2014). If, for any reason, we are unable to complete the examination, we will not issue a report as a result of this engagement.

Our report to be submitted is not intended to be a legal opinion on the Town's compliance.

Our engagement will not include a detailed inspection of every employee and cannot be relied on to disclose all material errors, fraud, or other violations of laws or regulations, that may exist. However, we will inform you of any material errors or fraud that comes to our attention. We will also inform you of any other violations of laws or regulations that come to our attention, unless clearly inconsequential.

Our examination will include obtaining an understanding of internal controls used by the Town sufficient to assess the risks of material misstatement of eligible employee census information submitted to the Department of State Treasurer's Retirement Systems Division (the "State") and to design the nature, timing, and extent of further substantive procedures, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control over employee census information submitted to the State. Accordingly we will express no such opinion. This examination is not designed to provide assurance on internal control or to identify deficiencies in internal control.

We understand that you will provide us with the basic information required for our examination and that you are responsible for the accuracy and completeness of that information.

At the end of the engagement, we will require a representation letter from management that will include, among other items, management's assertion as to the completeness and accuracy of the employee census data reported to the State for the year ended December 31, 2014.

Management is responsible for making all employee census data and related payroll information available to us and for the accuracy and completeness of that information. Management is also responsible for providing us with access to all information of which management is aware that is relevant to the TSERS. You also agree to provide us with any additional information that we may request from management for the purpose of this examination as well as unrestricted access to any person within the Town from whom we determine it necessary to obtain additional evidence. Your responsibilities include adjusting employee census data that may have been previously submitted in error.

Management is responsible for assuming all management responsibilities and for overseeing all management functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee this examination and for evaluating the adequacy and results of this examination and accepting responsibility for them.

John Frank is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our examination in June 2015 and issue our report by the required October 16, 2015 deadline specified by the Office of the State Auditor.

Our fees for this engagement will be billed at our standard hourly rates. You will also be billed for out-of-pocket and travel expenses. Preliminary estimates at our standard rates equate to a fee of approximately \$12,000. A more precise estimate cannot be determined due to the uncertainty caused by the newness of this request by the Office of the State Auditor.

Our invoices for this engagement are subject to approval by the Fiscal Management Section of the State Treasurer's Office and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Very truly yours,

DIXON HUGHES GOODMAN LLP

Dixon Hughes Goodman LLP

ACKNOWLEDGED:

This letter correctly sets forth the understanding of the services to be performed for the Town of Aberdeen.

Approved:

By: _____ Date: _____

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

Beth Wentland



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: Bill Zell **Department:** Administration

Contact Phone # _____ **Date Submitted:** April 8, 2015

Agenda Item Title: Town of Aberdeen Incentive Plan

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

Information Only _____

Public Hearing _____

Approval at work session - immediate action xxx _____

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** _____

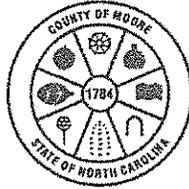
Other Business _____

Summary of Information:

Moore County, Village of Pinehurst and Southern Pines have all adopted their own incentive plan as it regards what each respective entity will payout to prospective businesses to relocate to our area. A copy of their plans are included in the packet. The Town of Aberdeen will need to do the same either using one or all of the attached formats.

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

County of Moore



Economic Development Incentive Grants Guidelines

Purpose:

The County of Moore desires to attract and help grow businesses that will provide quality jobs to the citizens of Moore County and improve the overall economic strength of the County. To further these goals, the County provides the following Economic Development Incentive Grants Guidelines to businesses looking to relocate to or expand within the County.

Required Criteria:

In selecting projects that will receive economic development incentive grants, the Moore County Board of Commissioners will require the following criteria to be met, as detailed in a Performance Agreement to be executed by the County and the Business:

1. Locate a new business within the County; or
2. Expand an existing business within the County; and
3. Exclude Restaurants and Retail businesses; and
4. Create and maintain throughout the term of the contract, as defined below, a minimum of 10 net new full time jobs with employee benefits within the County; and

Full-time employment: Full-time employment is a person working at least 35 hours a week, whose wages are subject to withholding and who is employed in a permanent position. Part-time, Full-Time Equivalents (FTE) positions, or contract and consulting jobs are not eligible.

Employee benefits: Employee benefits means the company will provide at least 50% employer-paid health insurance for all full-time positions.

Wage Requirements: New jobs will meet or exceed the county's average wage (i.e. the average wage of all full-time workers employed during the taxable year must meet or exceed the County's applicable wage standard).

5. Agree to a minimum investment amount; and

6. Agree to clawback provisions; and
7. The company must not have received any significant environmental violations with the North Carolina Department of Environment and Natural Resources within the prior five years; and
8. The project will not have a negative environmental impact within the County; and
9. The company must not have received any “willful” or “failure to abate” serious OSHA violations at the establishment within the prior three years; and
10. The company must not have any overdue taxes; and
11. The company must agree to maintain operations at the project site for at least 150% of the term of the grant; if the business fails to remain at the site for the required term, a claw-back provision will recapture all or part of the grant funds; and
12. The full-time jobs must be maintained throughout the duration of the contract term; and
13. Agree to additional criteria as may be determined by the County.

Guidelines:

If a project meets the required criteria, the County will consider providing an economic development incentive grant in the amount of the percentage of the prior year’s ad valorem taxes paid to the County as follows:

For Projects in an amount less than Three Million Dollars (\$3,000,000.00)

Year 1	80%
Year 2	70%
Year 3	60%
Year 4	50%
Year 5	40%

For Projects in an amount of Three Million Dollars (\$3,000,000.00) or greater:

Year 1	90%
Year 2	80%
Year 3	70%
Year 4	60%
Year 5	50%
Year 6	40%
Year 7	30%

All ad valorem taxes for the prior year must be paid prior to each annual payment of the economic development incentive grant.

Clawback Provisions:

If at any point in time during the economic development incentive grant the project fails to meet the required criteria, then the County will withhold all future economic development incentive grant payments and may require the repayment of all previous payments made to the business.

The County, in deciding whether or not to immediately enforce a clawback provision(s), may accept reasonable assurances from the business that a specific year's failure to meet the required criteria will not be repeated in subsequent years. If the County accepts such reasonable assurances, the County will withhold that year's economic development incentive grant payment. If at the end of the subsequent year the required criteria are met, then the economic development incentive grant payments will resume. However, if the required criteria are not met, all future economic development incentive grant payments will be withheld and the County may require the repayment of all previous economic development incentive grant payments made to the business.

Disclaimer:

These Guidelines in no way limits the authority and discretion of the Moore County Board of Commissioners to require different criteria or to offer different or additional economic development incentive grants.



Village of Pinehurst, North Carolina Economic Development Incentive Grant Guidelines

Purpose:

The Village of Pinehurst (the "Village") desires to attract and help grow businesses that will provide quality jobs to the residents of the Village of Pinehurst and improve the overall economic strength of the Village. To further these goals, the Village provides the following Economic Development Incentive Grant Guidelines to a business (the "Business") looking to relocate to or expand within the Village of Pinehurst corporate limits.

Required Criteria:

In selecting projects that receive an Economic Development Incentive Grant, the Pinehurst Village Council requires the following criteria be met, as detailed in a Performance Agreement to be executed by the Village and the Business:

1. Locate a new for profit business within the Village limits; or
2. Expand an existing for profit business within the Village limits; and
3. Create and maintain throughout the term of the contract, as defined below, a minimum of 10 net new full time jobs with employee benefits that meet the wage requirements:

Full-time employment: Full-time employment is a person working at least 35 hours a week, whose wages are subject to withholding and who is employed in a permanent position. Part-time, Full-time Equivalent (FTE) positions, or contract and consulting jobs are not eligible.

Employee benefits: The Business will provide at least 50% employer-paid health insurance premiums for all full-time positions.

Wage Requirements: The average wage of all new full-time workers employed during the taxable year must meet or exceed Moore County's average wage standard, as determined by the North Carolina Department of Commerce annually.

4. Agree to a minimum investment amount; and
5. Agree to clawback provisions; and
6. The Business must not have received any significant environmental violations with the North Carolina Department of Environmental and Natural Resources within the prior five years; and
7. The project will not have a negative environmental impact within the Village; and

8. The Business must not have received any “willful” or “failure to abate” serious OSHA violations within the prior three years; and
9. The Business must not have any overdue taxes; and
10. The Business must agree to maintain operations at the project site for at least 150% of the term of the grant; if the business fails to remain at the site for the required term, a clawback provision will recapture all or part of the Economic Development Incentive Grant funds; and
11. The full-time jobs created must be maintained throughout the duration of the contract term; and
12. Agree to additional criteria as may be determined by the Village and identified in the Performance Agreement.

Incentive Grant Award Process:

If a project meets the required criteria, the Village will consider providing an Economic Development Incentive Grant in the amount of the percentage of the prior year’s ad valorem taxes paid to the Village. The Business must pay all ad valorem taxes for the prior year and provide the Village with documentation of payment before the Village will provide the Economic Development Incentive Grant payment.

Economic Development Incentive Grant payments are made as follows:

For projects in an amount less than Three Million Dollars (\$3,000,000):

Year 1	80% of Village taxes paid
Year 2	70% of Village taxes paid
Year 3	60% of Village taxes paid
Year 4	50% of Village taxes paid
Year 5	40% of Village taxes paid

For projects in the amount of Three Million Dollars (\$3,000,000) or greater:

Year 1	90% of Village taxes paid
Year 2	80% of Village taxes paid
Year 3	70% of Village taxes paid
Year 4	60% of Village taxes paid
Year 5	50% of Village taxes paid
Year 6	40% of Village taxes paid
Year 7	30% of Village taxes paid

Prior to the payment of any Economic Development Incentive Grant, the Village and the Business will execute a Performance Agreement that identifies the terms, conditions, and requirements of the grant.

Clawback Provisions:

If at any point during the Economic Development Incentive Grant the project fails to meet the required criteria, the Village will withhold all future Economic Development Incentive Grant payments and may require the repayment of all previous payments made to the Business.

The Village, in deciding whether or not to immediately enforce a clawback provision(s), may accept reasonable assurances from the Business that a specific year's failure to meet the required criteria will not be repeated in subsequent years. If the Village accepts such reasonable assurances, the Village will withhold that year's Economic Development Incentive Grant payment. If at the end of the subsequent year the required criteria are met, the Economic Development Incentive Grant payments will resume. However, if the required criteria are not met, all future Economic Development Incentive Grant payments will be withheld and the Village may require the repayment of all previous Economic Development Incentive Grant payments made to the Business.

Application Process and Timeline:

Businesses interested in applying for the Economic Development Incentive Grant must complete and submit an application to the Village Manager's Office. Any Economic Development Incentive Grant must be approved by the Village Council. Upon Council approval of the grant, the Village and the Business will execute a Performance Agreement.

Disclaimer:

These guidelines in no way limits the authority and discretion of the Village of Pinehurst Council to require different criteria or to offer different or additional economic development incentives.

Town of Southern Pines



DRAFT

Economic Development Incentive Grants Guidelines

Purpose:

The Town of Southern Pines desires to attract and help grow businesses that will provide quality jobs to the citizens of Southern Pines and improve the overall economic strength of the Town. To further these goals, the Town provides the following Economic Development Incentive Grants Guidelines to businesses looking to relocate to or expand within the Town.

Required Criteria:

In selecting projects that will receive economic development incentive grants, the Town of Southern Pines' Town Council will require the following criteria to be met, as detailed in a Performance Agreement to be executed by the Town and the Business:

1. Locate a new business within the town limits or a portion of the extraterritorial jurisdiction (ETJ) of Southern Pines that would be annexed as part of the proposed development; or
2. Expand an existing business within the town limits or ETJ of Southern Pines; and
3. Exclude Restaurants and Retail businesses; and
4. Create and maintain throughout the term of the contract, as defined below, a minimum of 10 net new full time jobs with employee benefits; and

Full-time employment: Full-time employment is a person working at least 35 hours a week, whose wages are subject to withholding and who is employed in a permanent position. Part-time, Full-Time Equivalents (FTE) positions, or contract and consulting jobs are not eligible.

Employee benefits: Employee benefits means the company will provide at least 50% employer-paid health insurance for all full-time positions.

Wage Requirements: Each New jobs counted toward the minimum jobs required to qualify for a grant must individually will meet or exceed Moore County's average wage (i.e. the average wage of all full time workers employed during the taxable year must meet or exceed

~~the County's applicable wage standard~~ (as most recently calculated and published by the N.C. Department of Commerce).

5. Agree to a minimum investment amount; and
6. Agree to clawback provisions; and
7. The company must not have received any significant environmental violations with the North Carolina Department of Environment and Natural Resources within the prior five years; and
8. The project will not have a negative environmental impact within the Town; and
9. The company must not have received any "willful" or "failure to abate" serious OSHA violations at the establishment within the prior three years; and
10. The company must not have any overdue taxes; and
11. The company must agree to maintain operations, ~~including applicable~~ "new jobs", at the project site for at least 150% of the term of the grant; if the business fails to remain at the site for the required term, a claw-back provision will recapture all or part of the grant funds; and
12. The full-time jobs must be maintained throughout the duration of the ~~contract~~ grant term; and
13. Agree to additional criteria as may be determined by the Town.

Guidelines:

If a project meets the required criteria, the Town will consider providing an economic development incentive grant in the amount of the percentage of the prior year's ad valorem taxes paid to the Town as follows:

For Projects in an amount less than Three Million Dollars (\$3,000,000.00)

Year 1	80%
Year 2	70%
Year 3	60%
Year 4	50%
Year 5	40%

For Projects in an amount of Three Million Dollars (\$3,000,000.00) or greater:

Year 1	90%
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Year 2	80%
Year 3	70%
Year 4	60%
Year 5	50%
Year 6	40%
Year 7	30%

All ad valorem taxes for the prior year must be paid prior to each annual payment of the economic development incentive grant.

Clawback Provisions:

If at any point in time during the economic development incentive grant the project fails to meet the required criteria, then the Town will withhold all future economic development incentive grant payments and may require the repayment of all previous payments made to the business.

The Town, in deciding whether or not to immediately enforce a clawback provision(s), may accept reasonable assurances from the business that a specific year's failure to meet the required criteria will not be repeated in subsequent years. If the Town accepts such reasonable assurances, the Town will withhold that year's economic development incentive grant payment. If at the end of the subsequent year the required criteria are met, then the economic development incentive grant payments will resume. However, if the required criteria are not met, all future economic development incentive grant payments will be withheld and the Town may require the repayment of all previous economic development incentive grant payments made to the business.

Disclaimer:

These Guidelines in no way limits the authority and discretion of the Town of Southern Pines' Town Council to require different criteria or to offer ~~different~~ reduced or additional economic development incentive grants.



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: Adam Crocker Department: Parks and Recreation

Contact Phone # 944-4573 Date Submitted: 4/8/15

Agenda Item Title: Ray's Mill Park Sign

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 _____

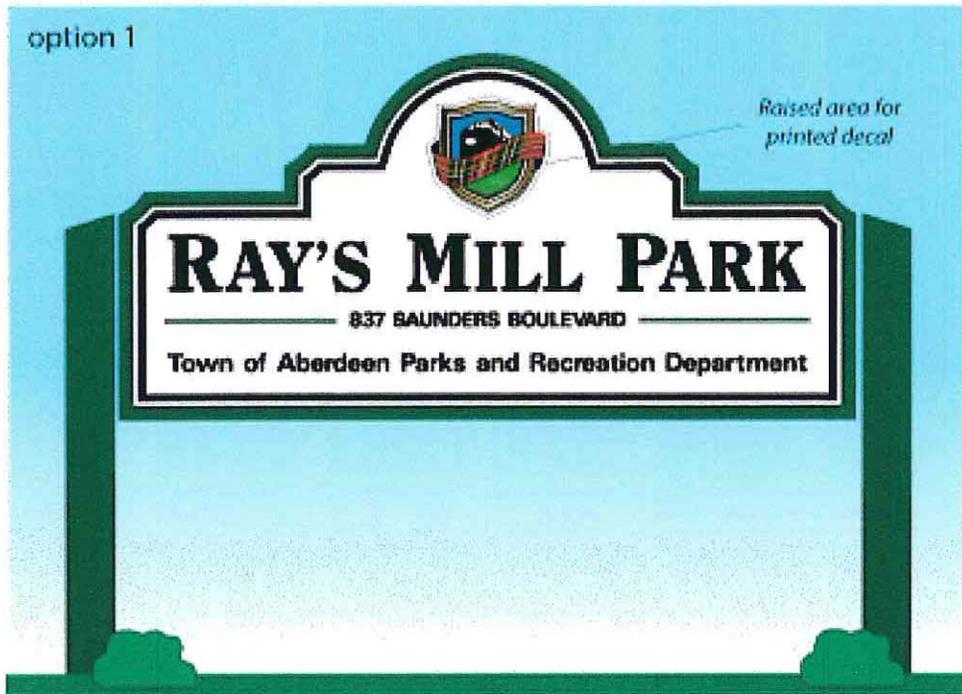
Informal Discussion & Public Comment _____

Other Business _____

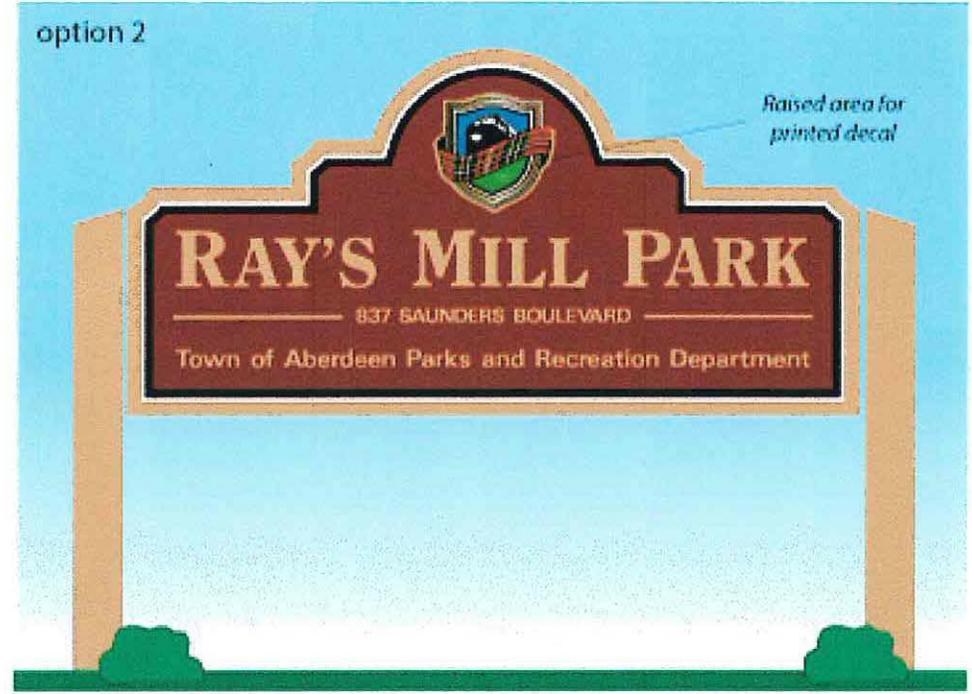
Summary of Information:

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

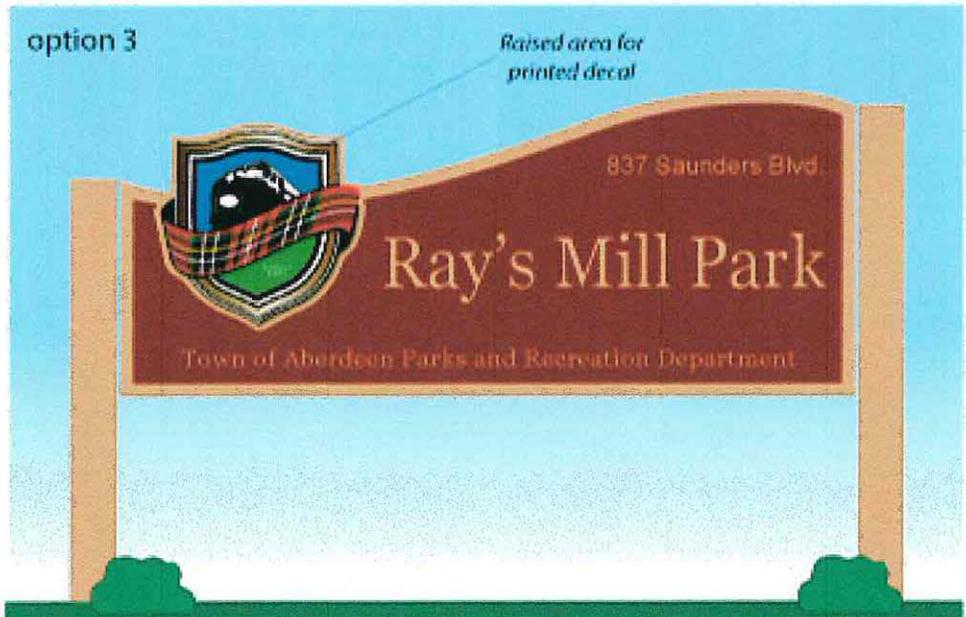
option 1



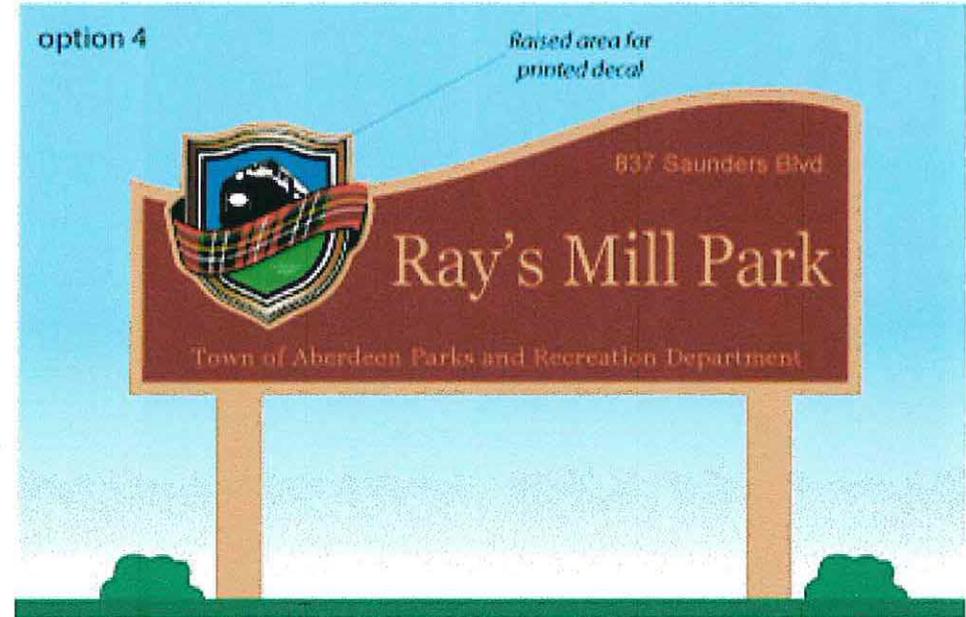
option 2



option 3



option 4





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: Adam Crocker Department: Parks and Recreation

Contact Phone # 944-4573 Date Submitted: 4/8/15

Agenda Item Title: Aberdeen Lake Park/Parks and Recreation Department Sign

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:

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

ABERDEEN LAKE PARK & PARKS & RECREATION



SPECIFICATIONS

- Sign base and column
- concrete foundation/footer
 - block structure
 - faced with stone
 - stone type TBD
 - dimensional Town Seal

- Sign panel
- constructed out of aluminum
 - panel to be 4" deep/thick
 - lettering and logo are dimensional
 - all finishing on aluminum to be powder coated
 - colors TBD

NOTES

DATE: March 16, 2015



A.1

ABERDEEN LAKE PARK & PARKS & RECREATION



SPECIFICATIONS

- Sign base and column
- concrete foundation/footer
 - block structure
 - faced with stone
 - stone type TBD
 - dimensional Town Seal

- Sign panel
- constructed out of aluminum
 - panel to be 4" deep/thick
 - lettering and logo are dimensional
 - all finishing on aluminum to be powder coated
 - colors TBD



NOTES

DATE: March 16, 2015



A.2



627 Laurinburg Road
 Raeford, NC 28376
 (910) 875-6121
 (800) 622-2431
 (910) 875-7100 FAX
 info@parishsigns.com
 www.parishsigns.com

INCORPORATED
 A Sign of Excellence

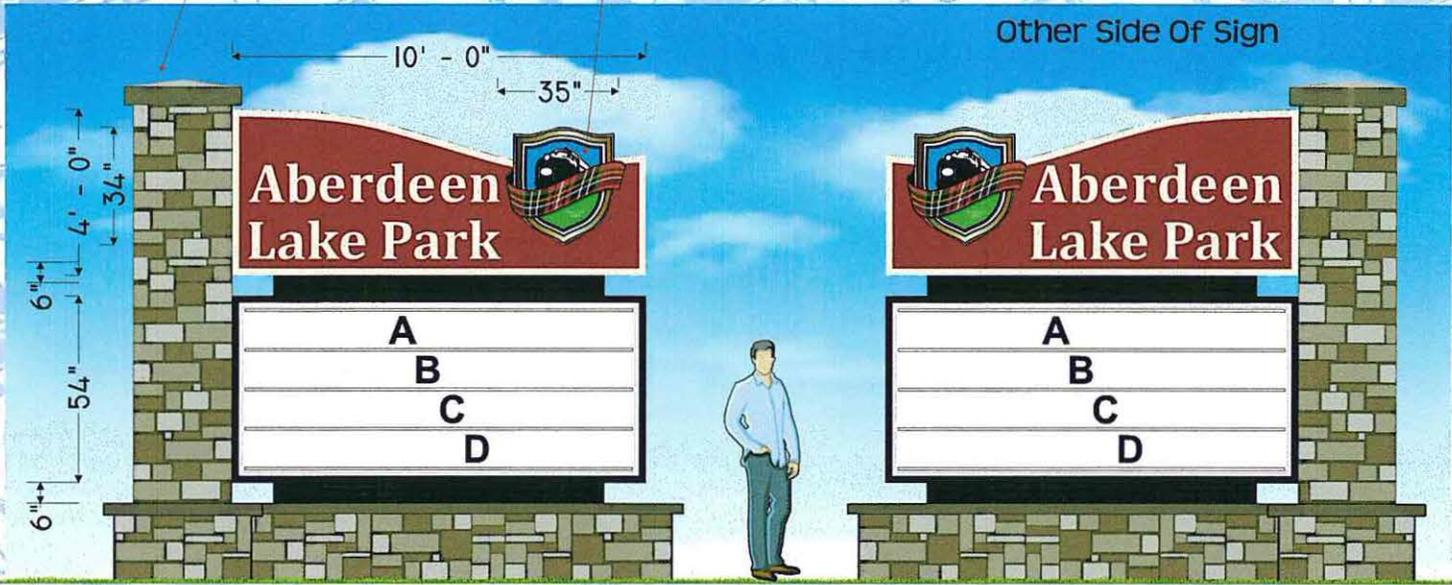
FACE VIEW OF SIGNAGE WITH DIMENSIONS

Need A Better Quality Image

Brick Work By Others

SPECIFICATIONS

TYPE OF SIGNAGE	TYPE OF FACES
ILLUMINATED DOUBLE FACE, ROUTED ALUMINUM WITH PUSH THROUGH PLEXIGLAS	ROUTED ALUMINUM WITH PUSH THROUGH COPY
TWO (2) SINGLE FACE INTERNALLY ILLUMINATED CHANNEL LETTERS ATTACHED TO SIGN	CHANNEL LETTERS FLAT FACE
INTERNALLY ILLUMINATED READER BOARD 4 LINES OF 8" COPY	READER BOARD PAN FACE
TWO (2) REVEALS	
BRICKWORK BY OTHERS	
FACE MATERIAL/COLORS	CABINET COLORS/MATERIALS
"MAIN ID" PLEXIGLAS FACES IVORY 3M (3630-005) COPY	MAIN ID CONSTRUCTED OF ALUMINUM PAINTED IVORY AND BURGUNDY
"SEAL" DIGITAL PRINT	REVEALS AND READER BOARD CONSTRUCTED OF ALUMINUM PAINTED BLACK
TYPE OF ILLUMINATION	RETURN COLORS
LED'S AND FLUORESCENT LAMPS	BLACK
NEON COLORS	TRIM COLORS
NA	BLACK
MISCELLANEOUS	RACEWAY COLORS
WIRED TO UL SPECIFICATIONS BEARING UL LABEL	NA



COLOR AND CLARITY MAY VARY FROM DRAWING

notes:

JOB NAME: Town Of Aberdeen
LOCATION: Aberdeen, NC
CUSTOMER: Town Of Aberdeen
SALESMAN: Michael Bassett
DRAWING #: 31215-TOA
FILENAME: TownOfAberdeen.fs

designer: SMS date: 3/12/15
 revisions: 3/12/15A

COPY RIGHTS RESERVED
 This drawing is the property of Parish Sign & Service Incorporated any reproduction, copying, exposing and/or allowing anyone to manufacture this sign is prohibited without written permission from Parish Sign & Service Incorporated.



Customer's Approval

 Signature Date



INCORPORATED
A Sign of Excellence

Proposal

P.O. Box 766 • Raeford, NC 28376
(910) 875-6121 • FAX (910) 875-7100
1-800-622-2431 CELL (910) 315-6422
Email: mbass@parishsigns.com
Website: www.parishsigns.com

PROPOSAL SUBMITTED TO Town of Aberdeen		DATE March 16, 2015
STREET 115 N Poplar Street	JOB NAME Aberdeen Lake Park Recreation	
CITY, STATE, ZIP Aberdeen, NC 28315	JOB LOCATION 301 Lake Park Crossing, Aberdeen, NC	

Manufacture and install one (1) 9' x 10' double face, internally illuminated sign display as shown on our drawing # 31215-TOA Revised 3/12/15. Sign faces in main ID section to be routed out aluminum with push thru letters. Sign faces in the changeable copy section to be Plexiglas and have changeable copy track spaced for 8" letters. A font of 200 8" letters to be supplied with sign. Sign cabinet to be constructed out of aluminum framed inside with angle steel all primed and painted as shown. Sign cabinet to be internally illuminated with 800 ma lamps and ballast, wired to UL specifications and bearing said label. Sign cabinet to be etched, primed and painted as shown. Sign display to be installed on steel column embedded in concrete. Brick work to be done by others.

Price for Main ID and readerboard section ----- \$ 0.00 Donated
Price for foundation and installation ----- \$ 2,545.00

This estimate is done using a caisson (circular) foundation. Should an alternate foundation be required due to poor ground conditions, such as cave-in, rock concrete, unstable or poor soil or any unforeseen conditions that will require changing foundation type, the additional cost to install the alternate foundation will be added to the final invoice.

Price does not include NC Sales tax, permits if required or staff time to obtain permits, registered engineered sealed drawing if required, nor any electrical service and / or hook up to sign display from power source. Service on any existing sign structures is not included in proposal price. All request for service once crew in on site must be in writing.

We propose to hereby furnish material and labor - complete in accordance with above specification for the sum of

Dollars (_____)

Payment to be made as follows: **50 % Deposit Required / Net Upon Completion**
Visa, MasterCard Accepted

Deposit with order: **50 % Deposit Required**

Balance: **Net Upon Completion**

Past due accounts are subject to lawful interest rates and any legal fees necessary for collection. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry a fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. When accepted, this Proposal shall become a binding contract and when completed shall be an evidence of indebtedness to Parish Sign & Service, Inc. within the meaning of N.C. General Statute 8-21.2 regarding obligations to pay attorney's fees if this evidence of indebtedness is collected by or through an attorney at law after maturity.

Authorized
Signature

Michael Bassett

Note: This proposal may be withdrawn by us if not accepted within **30** days

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

"Title" _____

Date of acceptance _____



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: Bill Zell **Department:** Administration

Contact Phone # _____ **Date Submitted:** April 8, 2015

Agenda Item Title: Architectural Contract for the New Police Station

Work Session - Board Action (date of meeting should be filled in on line) :
Information Only _____
Public Hearing _____
Approval at work session - immediate action XXX _____

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:
Need Board approval and Mayor's signature for the contract with the architect to design and have built the new Police Station Building.

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



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the sixth day of April
in the year two thousand fifteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Aberdeen
115 North Poplar Street
Aberdeen, NC 28315

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Heckethorn Architecture, PLLC
108 E. Connecticut Ave.
Southern Pines, NC 28387

for the following Project:
(Name, location and detailed description)

New Police Station - Aberdeen, NC

The building is a new structure, approximately 18,000 square feet in area, designed to provide functional space for the Aberdeen Police, communications, records, evidence and all related functions for the next 25 years. The building is anticipated to be used indefinitely after 25 years. The long range plan projects that Aberdeen will have a population in 2040 of 14,850. It is anticipated that the Aberdeen Police department will contain as many as 42 sworn law enforcement officers and possibly several civilians employees in 2040. The building will include offices, conference room, evidence room, interview room, processing room, training room(s), break room, fitness room, holding cell(s), a sallyport, garage, armory, storage rooms, two separate locker rooms and two separate shower/toilet rooms along with miscellaneous other half-baths. The building includes communications and security systems. Site work includes driveways, parking spaces and sidewalks.

The project contains the following bid alternates: none

The Owner and Architect agree as follows.

Init.

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ACD44121410

TABLE OF ARTICLES

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The building and site program for the project is to be developed as part of the Schematic Design Phase services. The Architect, Police and Fire Chiefs will visit three to four new police stations in North Carolina for the purpose of reviewing "lessons learned". The Architect and Chiefs will review the needs of the Town, trends, the professional literature and anticipated needs to develop a detailed space needs analysis including space for future use(s). It is anticipated that this preliminary step is a part of, but precursor to the schematic design phase.

The Architect will retain the following consultants: structural engineer, mechanical engineer, electrical engineer, civil engineer, landscaping designer and furniture consultant. The Town's representatives will be Police Chief Tim Wentzel and Fire Chief Phillip Richardson (collectively referred to in this agreement as the "Chiefs". The Aberdeen Board of Commissioners (later referred to in this agreement as the "Board") and the Town Manager will review the Architect's submittals at each phase. The Board will approve the Architect's submittals at each phase. The bidding and construction method will be Single-prime bidding under N.C. General Stat. 143-128 (a).

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date: To be determined prior to bidding
- .2 Substantial Completion date: To be determined prior to bidding

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability
\$1,000,000 each / \$2,000,000 annual aggregate

.2 Automobile Liability

.3 Workers' Compensation

.4 Professional Liability
\$1,000,000 each / \$1,000,000 annual aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	

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Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-designed Record Drawings	Not Provided	
§ 4.1.15 As-constructed Record Drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Architect	
§ 4.1.20 Telephone/Data System Design	Owner	see 4.2
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Evaluation of qualifications of bidders	Architect	
§ 4.1.27 Furniture Selection	Architect	
§ 4.1.28 Other		
Reproduction and Postage	Architect	see 4.2

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

The Architect will retain consultants to provide civil engineering, landscape design and furniture selection services.

The Architect will provide all reproduction (except as noted in 3.5.2.2 and 3.6.1.4 in Exhibit A) and postage associated with the project.

The Architect and his consultants will provide the building infrastructure required for the telephone and data system. Hardware and wiring for these systems to be provided by others.

In the event that the need arises for the Owner to hire an outside consultant for the communications and/or security systems, the Architect and his consultants will coordinate with the Owner's consultant to provide the necessary infrastructure for the systems and hardware to be provided by the consultant.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 **two** (**2**) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 **forty-eight** (**48**) visits to the site by the Architect over the duration of the Project during construction
- .3 **two** (**2**) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **two** (**2**) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within **thirty six** (**36**) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

A stipulated sum of one hundred ninety five thousand dollars (\$195,000.00)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Programming: Fixed fee of \$2,500.00
Civil Engineering and Landscaping Design: Fixed fee of \$25,000.00
Furniture Selection: Fixed fee of \$3,500.00
Evaluation of Qualifications of Bidders: Fixed fee of \$2,500.00
Reproduction and Postage: Fixed fee of \$1,500.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Unless agreed to in writing by both parties, other additional services will be performed on an hourly basis and compensation will be provided at the Architect's standard hourly billing rate.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **twenty** percent (**20** %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase:	percent (10	%)
Design Development Phase:	percent (20	%)
Construction Documents Phase:	percent (45	%)
Bidding or Negotiation Phase:	percent (5	%)
Construction Phase:	percent (20	%)

Total Basic Compensation: One hundred percent (100%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
Architect	\$120 / hour
Consulting Engineers	\$120 / hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **zero** percent (**0** %) of the expenses incurred.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

no licensing fee will be charged

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of

(\$ 5,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **sixty** (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

the "legal rate prevailing" on court judgements

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A - Amendments to AIA Document B101-2007

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Robert A. Farrell, Mayor

(Printed name and title)



ARCHITECT (Signature)

John D. Heckethorn, President

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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Exhibit A – Amendments to AIA Document B101 – 2007

- § 2.5: After .4, add the following:

“.5 Architect shall provide the Town with a **Certificate of Insurance** for review prior to the execution of this Agreement by the Town. All Certificates of Insurance will require written notice by the insurer or Architect’s agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Architect shall provide the Town with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Architect immediately upon Architect’s receipt of knowledge of such modifications. Upon failure of the Architect to provide such notice, Architect assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial contract period begins and shall be renewed by the Architect for each subsequent renewal period of the insurance for so long as this agreement remains in effect.

.6 The Town shall be named as an **additional insured**, except for professional liability insurance, and it is required that coverage be placed with “A” rated insurance companies acceptable to the Town. Statement should read, “Town of Aberdeen is added as an additional insured as evidenced by an endorsement attached to this certificate.” Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event that the Architect fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the Agreement without notice.

.7 Architect shall provide a completed W-9 form to the Town prior to execution by the Town of this Agreement.”

- § 3.1: Replace section 3.1.4. with the following: “The Architect shall not be responsible for an Owner’s directive to an Owner’s contractor without the Architect’s approval.”
- § 3.2: Revise section 3.2.2 to read as follows :“The Architect shall prepare a preliminary evaluation of the Owner’s program as further described in section 1.1 above. The Architect shall prepare an evaluation of the Owner’s schedule, budget for the cost of work project site and proposed single prime bidding and contracting method and other initial information, each in terms of the other, to ascertain the requirements of the project. The Architect shall notify the Owner of any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the project.”

Add the following revised language to 3.2.7: “The Architect will provide two paper sets and a digital set in Adobe PDF format of the Schematic Design Documents to the Owner.”

- § 3.3: Add the following revised language to 3.3.3: “The Architect will provide two paper sets and a digital set in Adobe PDF format of the Design Development Documents to the Owner.”
- § 3.4: Add the following revised language to 3.4.6: “The Architect will provide two paper sets and a digital set in Adobe PDF format of the Construction Documents to the Owner.”
- § 3.5: Revise section 3.5.1. Bidding Phase Services General to “The Architect shall assist the Owner in preparing advertisements for bids in accordance with the N.C. General Statutes. Following the Owner’s approval of the bidding and construction documents the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of the bids; (3) determining the successful bid, if any and (4) awarding and preparing contracts for construction.

Change 3.5.2.2.2 to read as follows: “distributing the Bidding Documents to prospective bidders. The cost of reproduction and mailing of Bidding Documents will be paid by the prospective bidders.”

- § 3.6: Amend 3.6.1.3 to read, “Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment; or if the Architect is unable to issue the final Certificate of Payment through no fault of the Architect, then at a point to be mutually agreed upon in writing by the Owner and Architect.”

Add the following to 3.6.1.4: “The Owner will pay the cost of reproduction of Construction Documents for use by the Contractor in permitting and construction.”

- § 4.3: In 4.3.1.2, change “or LEED certification” to read “ or LEED or ENERGY STAR certification.”

Delete 4.3.1.5 in it’s entirety.

Revise 4.3.1.6 to read as follows: “Preparation of design and documentation for alternate bid requests proposed by the Owner, **except for those alternate bid requests included in the project description found on page 1 of this agreement.**”

Revise 4.3.1.7 to read as follows: “Preparation for, and attendance at, a public presentation, hearing or meeting, **except for periodic meetings of the Town of Aberdeen Board of Commissioners related to this project.**”

Delete 4.3.1.9 in it’s entirety.

- § 5.1: In section 5.1 change “15 days after receipt” to “15 business days after receipt”.

- § 5.9: Revise section 5.9 to read as follows: “The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions, or inconsistencies in the Architect’s Instruments of Service, but the Owner’s failure or omission to do so shall not relieve the Architect of its responsibilities hereunder and the Owner shall have no duty of observation, inspection, or investigation.”

- § 8.2: In section 8.2.2, delete all references to the American Arbitration Association.

§ 8.2.4: Revise to read as follows: “If the parties do not resolve a dispute through two (2) mediations pursuant to this Section 8.2, the method of binding dispute resolution shall be litigation held in a court of competent jurisdiction”.

- § 8.3: Delete section 8.3 Arbitration in its entirety.
- § 8.4: Delete section 8.4 Consolidation or Joinder in its entirety.

- Replace all of ARTICLE 9 TERMINATION or SUSPENSION with the following:

9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to terminate or suspend services, the Architect shall give seven days’ written notice to the Owner beforehand. In the event of a suspension of services in accordance with the terms of this Agreement, the Parties shall have no liability to each other for delay or damage caused the non-suspending party because of such suspension of services. Before resuming services, the Architect shall be paid all undisputed sums due prior to suspension and any undisputed expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

9.2 If the Owner suspends the Project without cause, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7 and as mutually agreed to by the parties.

9.7 Termination Expenses include outstanding fees and reimbursable expenses.

- § 10.8: Replace this section with "Records may be designated "confidential" as provided in the General Statutes."
- § 11.1: Add a new sub-section 11.1.1 CHANGES IN SERVICES

11.1.1. Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing. Such change shall include the effect, if any, on the fees due Architect.

11.1.1.1 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to apply to the Town Manager for an appropriate adjustment in the Architect's schedule and compensation should one or more of the following result in increases to the Town's budget:

- change in the instructions or approvals given by the Owners that necessitate revisions in the Instruments of Service;
- enactment or revision of codes, laws, or regulations which necessitate changes to previously prepared Instruments of Service;
- decisions of the Town not rendered in a timely manner;
- significant change in the Project including, but not limited to, size, quality, complexity, the Town's schedule or budget, or procurement method;
- failure of performance on the part of the City or the City's consultants or contractors; or
- preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is a party thereto or the negligence of the Architect is alleged without the Architect being a named party

- § 11.8: Change § 11.8 .1 to read as follows: “Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Expenses of out of town travel requested by the Owner

- .2 Fee paid for securing approval of authorities having jurisdiction over the Project

- .3 Renderings, models, mock-ups, professional photography, and presentation materials requested by the owner

- § 11.10: In 11.10.2, add change “payments” to read “undisputed payments” , and this section with “Records may be designated “confidential” as provided in the General Statutes.”

MEMORANDUM

TO: Town Manager, Mayor and Board members

CC: Regina Rosy

FROM: Chief Timothy J. Wenzel

Re: Police Dispatch

As you are probably aware, we have experienced many problems with 911 dispatch. Wednesday, April 1st D/C Weaver, Capt. Kirk and I met with Ken Skipper, Assistant Director of 911. Mr. Skipper actually requested the meeting and started it off by telling us that he knew that there were problems with the 911 dispatch and he was trying to correct them. Mr. Skipper stated that they have requested 2 additional dispatcher spots, however he does not know if the request will be granted. He further stated that some of the reasons for the problems are that it is difficult to find quality employees and retaining the ones they have. Mr. Skipper outlined some of the planned changes:

1. They are going to put the Dispatchers on more of a rotation, currently the experienced Dispatchers work mostly days which leaves the night shift with the newer less experienced Dispatchers.
2. They are down to 2 supervisors instead of the 4 they used to have. They are going to have the supervisors work a 12-12 shift so that they can supervise parts of both day and night shift.
3. If he receives additional personnel, he hopes to have a swing shift Dispatcher from 12-12 to cover busy times.

In the fall/winter of 2013, we had met with Mr. Skipper and Kris Sheffield concerning problems we were having. We were told at that time that there would be one Dispatcher assigned just to Aberdeen. That has not happened. Currently only one Dispatcher is assigned to the Law Enforcement channels, covering 7 towns. I showed Mr. Skipper the folder of emails that I had of Officers letting me know when there were problems with 911. I advised him that the majority of the complaints were related to dispatch not answering our radio transmission, or failing to acknowledge the Officers. I had complaints where Officers had stopped a vehicle, called it in and when they cleared, dispatch did not realize that they were on a stop. I told him that this is a huge Officer safety issue and he agreed. I also advised Mr. Skipper that I am pursuing bringing dispatch back in-house and he stated "I don't blame you".

I believe Mr. Skipper's intentions are good, however, in my opinion, the Town of Aberdeen continues to grow and become busier as does Moore County as a whole, and I do not believe that 911 is able to handle the volume. It is also my opinion that letting things continue the way they are, it is only a matter of time before one of our officers gets hurt or worse because of a problem with 911 dispatch. I believe that we are at a crossroad with the building of a new police facility. I sincerely hope that we can look past finances when it comes to the safety of our officers.



MEMORANDUM TO THE BOARD OF COMMISSIONERS – April 13, 2015 Public Hearing

New information will be indicated in bold type

Request:

UDO Text
Amendment #15-01
Regarding Business
Signage

Prepared by:

Pamela Graham,
Planning Director

Background

A public hearing on the attached proposed text amendment was held on March 23, 2015 and rescheduled for the work session on April 13th due to requests from the Board for new information.

Description of Request

Planning Staff has recognized the need for addressing two items in our sign ordinance related to “blade” style and window signage for businesses. The attached draft text amendment proposes revisions to the ordinance for consideration. Specifically, the amendment proposes the following:

Part 1 - Blade Signs

Businesses located in areas with significant pedestrian traffic have more limited signage visibility when the sign is located on a wall or window. The pedestrian cannot see these types of signs as they approach the business, until they are nearly in front of the storefront. Businesses located in a series of multiple side-by-side storefronts, such as shopping centers and downtown districts, often need to catch the eyes of the public from the nearest corner or adjacent block in order to gain sufficient attention for the customer to walk to their location. Blade signs are often the solution, as they are situated perpendicular to the front wall of the building and can be seen from more vantage points than wall or window signs. Such signs typically are suspended from a bracket or awning and are less effective in areas where customers pass by in their vehicle. These types of signs are currently only permitted in Aberdeen’s historic district; the text amendment proposes to allow them as an alternative to a wall sign but not in addition to a wall sign in locations outside of the historic district.



Blade Sign and Adjacent Wall Sign



Shopping Center Blade Sign

During the March 23rd Public Hearing, Board members made two requests regarding Part 1 of the proposed text amendment:

1. That such signs not be internally illuminated. Language addressing this request has been added to the amendment as §152-278 (B) (2) (e). Refer to page 3 of attached amendment draft.



Examples of Externally Illuminated Signs

2. That a draft list of approved materials and mounting techniques with estimated associated costs be provided for consideration. Please refer to the following:



PVC Signs often appear to be metal, especially from a distance. www.thesignexpert.com lists pricing for an eight square foot PVC sign with three colors in the \$136 range.



MDO (Medium-density Overlay) Signs are made from a paintable plywood surface with a weather-resistant resin overlay bonded to the wood. Based on price comparisons offered by www.thesignexpert.com an eight square foot MDO sign will range between \$134 and \$166 depending on performance level and number of colors.



Metal Signs, including steel and aluminum are often used for blade sign installations. Based on information from www.thesignexpert.com, an eight square foot aluminum sign averages \$157, or \$174 if more than one color is used. www.priority1signs charges approximately \$200 for an unfinished steel sign of the same size, and \$248 for powder coated steel.



Carved Wood Signs can be elaborate or more simple in design. The degree of difficulty in the carving will likely affect the price, however www.carvedwoodsign.com gives a rough estimate of \$460 for an eight square foot sign.





HDU (High-density Urethane) Signs are made from a rigid urethane foam board of a variety of thicknesses. The design can be sandblasted, carved, or routed. www.artsignworks.com pricing indicates an eight square foot sign would range between \$560 and \$880.



Sandblasted cedar is another option for wooden signs. www.thesignexpert.com indicates that an eight foot sandblasted cedar sign wood be estimated to cost approximately \$806, or \$1065 for a 3-color sign.

As for the questions regarding the regulation of materials and mounting techniques, regulation of signage materials and mounting techniques are difficult to locate in sign ordinances from other communities, with the exception of historic districts or other areas where adopted design guidelines are in place. Judging from the wide range of designs, allowing flexibility for the business to choose a sign that best reflects their product or marketing objective (or that accommodates a corporate brand) is more common than more restrictive ordinances that limit those decisions. Particularly with corporate brands, specific materials may be included in their branding efforts, and may include registered trademarks that are better suited to particular materials and styles.



Mounting techniques and bracket designs also vary widely.



Part 2 - Window Signs

In addition to the changes to blade signs proposed by the text amendment, changes are proposed that would allow for the collection of the standard \$75 sign permit fee for window signs, which currently fall under the category of *Signs Authorized without a Permit* (§152-274). Window Signs are typically painted on or affixed to storefront window and door glass and are limited to twenty-five (25) percent coverage of the glass area. Such signs are allowed in addition to other types of signs such as wall or freestanding signs and are required to allow for a clear area for visibility when placed on glass doors. The department's policy has been to require a graphic proposal of the window sign with dimensions so that staff can determine if the 25% and clear area requirements are being met. No fees are collected, however a "mock" permit is issued and the proposal is logged in our permit book for record keeping purposes. As the review and processing is identical to what is performed for other types of signage and typically involves an equal amount of staff time, the amendment proposes that an actual permit be issued for window signs, with the standard \$75 sign permit fee. The amendment seeks to also clarify language to include vinyl adhesive type signs, which are much more common today than painted signs.



Window Sign – It's not just about doggie bones anymore!

Procedural Issues

§152-322 of the Town of Aberdeen Unified Development Ordinance (UDO) requires that proposed amendments to the UDO shall be referred to the Planning Board for consideration. The Planning Board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted by the town and any other officially adopted plan that is applicable and *describe in what manner it is or is not consistent*. A comment by the Planning Board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the Town Board.

In addition to the plan consistency requirement, the Planning Board must include a statement in their recommendation regarding whether the proposal is reasonable and in the public interest, *and in what manner it is or is not reasonable and in the public interest*.

Following a recommendation to the Town Board for approval or denial of an application, the item will be scheduled for a public hearing where public input can be accepted by the Town Board in advance of a final decision. The central issue to be considered regarding amendments is whether the proposed amendment advances the public health, safety or welfare. The statement included with the Town Board's decision on the amendment shall describe whether the action is consistent with adopted plans and explaining why the Board considers the action taken to be reasonable and in the public interest. The decision is legislative in nature as opposed to quasi-judicial, and is not subject to judicial review.

Plan Consistency

The 2030 Land Development Plan includes a Goals and Actions section on page 37. Goal 1 states: "To implement a balanced strategy for well-planned and aesthetically pleasing retail sector growth and development". In reporting citizen input during the plan's development, strengths included shopping, good restaurants, and quality goods and services as well as the wide variety of business establishments. Opportunities mentioned in citizen responses included commercial/industrial growth, to give businesses what they need for survival, and to grow the retail base. These comments support policy making and implementation that facilitate business successes while maintaining balance and aesthetic standards. Staff has located no additional references in other plans adopted by the Town that would be applicable to the proposed amendment and considers the proposal to be consistent with applicable plans adopted by the town.

Recommendations

During their February 19, 2015 meeting, the Planning Board recommended approval as amended of UDO #15-01 by unanimous vote, with the following comments:

1. UDO #15-01 is consistent with comprehensive plans that have been adopted by the Town of Aberdeen because it conforms with Goal #1 of the 2030 Land Development Plan which states: "To implement a balanced strategy for well-planned and aesthetically pleasing retail sector growth and development".
2. UDO #15-01 is reasonable and in the public interest because of the plan consistency information provided by staff, specifically that citizen responses support policy making and implementation that facilitate business successes while maintaining balance and aesthetic standards.

Staff recommends that the Board of Commissioners accept public input for UDO amendment #15-01 during the April 13, 2015 Public Hearing and render a decision at their earliest convenience. The following motion format is recommended.

Motion 1: UDO #15-01 is consistent with applicable plans that have been adopted by the Town of Aberdeen, or

UDO #15-01 is not consistent with applicable plans that have been adopted by the Town of Aberdeen.

Indicate the applicable plan and briefly how the amendment is or is not consistent:

Motion 2: UDO #15-01 is reasonable and in the public interest, or

UDO #15-01 is not reasonable and in the public interest.

Briefly explain why the amendment is or is not reasonable and in the public interest: *(Factors may include public health and safety, character of the area and relationship of uses, applicable plans, or balancing benefits and detriments)*

Motion 3: The Board (does/does not) approve the following amendment to the Town of Aberdeen UDO:

- Amend subsection 152-217 as indicated in the attached draft text amendment

Enclosures: UDO #15-01 Text Amendment draft

DRAFT

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE REGARDING BUSINESS SIGNAGE

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF ABERDEEN THE FOLLOWING:

Section 1. The Aberdeen Unified Development Ordinance § 152-271 is amended to add a new definition of “blade sign” and to revise the definition of “canopy sign” as follows:

(4) **Blade Sign.** A hanging sign that is suspended from a bracket attached to a building wall or hung beneath a canopy.

[The remainder of the section is renumbered accordingly.]

(9)(8) **Canopy Sign.** A sign that is part of ~~or attached to~~ an awning or canopy over a door, window, entrance or outdoor service area.

[The remainder of the section is renumbered accordingly.]

Section 2. The Aberdeen Unified Development Ordinance § 152-274 is amended as follows:

§ 152-274. Signs Authorized Without a Permit.

The following signs shall be authorized in all zoning districts without a permit, unless otherwise required by this article:

(1) Directional and informational signs erected and maintained by public agencies and governmental bodies;

(2) Directional and informational signs erected on private property. Such signs shall not exceed six (6) square feet in display area and shall be erected strictly for direction, safety or convenience of the public, including signs which identify restrooms, parking area entrances and exits, no trespassing signs and similar signs warning of danger;

(3) Temporary real estate signs not to exceed twelve (12) square feet in area displayed on the property proposed for sale or lease;

(4) Religious institutions, schools, community centers and other public and institutional uses may erect one bulletin board not exceeding twenty (20) square feet in area for the purpose of displaying the name of the institution and related information. Such sign shall be used as wall signs and may be indirectly illuminated;

(5) Temporary construction signs which denote the architect, engineer, contractor or builder of the project or which describe the name and proposed use of the project may be placed

on the site until construction is complete. In any event, all such signs must be removed within ten (10) days of the issuance of the certificate of occupancy;

(6) Memorial plaques, cornerstones, historical tablets and similar signs ;

(7) Sandwich board signs in the B-1 Central Business District under the following conditions:

(a) Sandwich board signs shall not exceed four (4) feet in height and thirty (30) inches in width;

(b) Five (5) feet of sidewalk clearance shall be provided along one side of the sign to allow for unobstructed pedestrian access; and

(c) Sandwich board signs shall be moved to an indoor location for storage during times when the associated business is not open for customers;

(8) Temporary political signs may be placed in the right-of-way of the State highway system only in accordance with G.S. § 136-32(b)-(f). In all other locations within the Town's jurisdiction, temporary political signs may be erected on private property during periods of national, state and local elections and campaigns and are permitted under the following conditions:

(a) No sign shall be place in a public right-of-way of town-maintained streets;

(b) No signs shall be placed on public utility poles, telephone poles, street signs, or any other sign or sign support erected by a duly constituted governmental body;

(c) No sign shall be stapled, nailed or otherwise attached to a tree or other living plant;

(d) No signs shall be placed on roofs nor painted on roofs;

(e) Any sign which is determined to be a hazard or otherwise threatens the health, safety and welfare is prohibited;

(f) Portable signs shall not be allowed for political uses;

(g) Signs may be placed on private property with the consent of the property owner or their authorized agent;

(h) No more than one sign per candidate shall be permitted for each street frontage;

(i) Signs may be placed in the vicinity of a polling place for a period not exceeding twenty-four (24) hours preceding the opening of the local poles; such signs shall be removed within twenty-four (24) hours following the closing of local polls;

- (j) No sign shall be larger than sixteen (16) square feet; and
- (k) Signs may be displayed no sooner than sixty (60) days before any election. All political signs must be removed within forty-eight (48) hours after each election.

~~(9) Signs on interior window glass and interior door glass, provided that such signs shall be limited to twenty five (25) percent coverage of the glass area regardless of whether the signs are painted directly on the glass or paper or poster signs temporarily placed on the glass. Further, the glass area within doors shall remain clear enough that the doors may be safely used by persons of all sizes. (Amended April 9, 2012)~~

Section 3. The Aberdeen Unified Development Ordinance § 152-278 is amended as follows:

§ 152-278. Business Signs.

(A) This section shall not apply to those businesses located in either a business complex or a retail or shopping center. Signs for those uses are governed by sections 152-279 and 152-280, respectively.

(B) Business signs and name signs shall be permitted on the premises of a business in districts in which the principal use is permitted subject to the following limitations:

- (1) Freestanding signs are permitted in accordance with section 152-277;
- (2) Blade Signs, Wall Signs and Canopy Signs.

~~(a) Wall signs or canopy signs shall not project more than twelve (12) inches from any wall or canopy. Notwithstanding the foregoing, business signs in the Historic District may extend more than twelve (12) inches from a front wall, above the ground floor, when approved by the Historic Preservation Commission as being in character with the Historic District.~~

~~(b) If suspended from a canopy, the sign must be at least eight (8) feet above the sidewalk level and not larger than six (6) square feet in area.~~

~~(c) A business may have one (1) wall sign or one (1) canopy sign per business establishment per street frontage. Each wall sign or canopy sign may have a square footage of up to sixty (60) percent of the number of linear feet of building frontage, provided that no sign may be greater than one hundred square feet.~~

(a) A business may have one (1) blade sign, or one (1) wall sign, or one (1) canopy sign per business establishment per street frontage. The surface area of the sign does not include the area of the bracket for calculation purposes.

- (b) Blade signs suspended from a bracket attached to a building wall may project no more than four (4) feet from the building wall, shall not exceed eight (8) square feet in size, and shall have eight (8) feet or more of vertical clearance from the ground.
- (c) Blade signs suspended from a canopy shall not exceed eight (8) square feet in size and shall have eight (8) feet or more of vertical clearance.
- (d) Blade signs are limited to eight (8) square feet in size regardless of building frontage dimension.
- (e) Blade signs may not be internally illuminated.
- (f) Each wall sign or canopy sign may have a square footage of up to sixty (60) percent of the number of linear feet of building frontage, provided that no sign may be greater than one hundred square feet.
- ~~(g)(d)~~ Display lighting shall be shielded so as to prevent a direct view of the light source from a residence in a residential district.
- ~~(h)(e)~~ No intermittent lighting effects may be utilized except for "time and temperature" devices.
- ~~(i)(f)~~ No sign shall extend above parapet walls or above roof lines of buildings without parapet walls.

(3) Window Signs. Temporary and permanent signs on interior or exterior window and door glass shall be limited to twenty-five (25) percent coverage of the glass area regardless of whether the signs are painted directly on the glass or paper, poster, or vinyl signs placed on the glass. The glass area within doors shall remain clear enough that the doors may be safely used by persons of all sizes.

~~(4)(3)~~ Signs for home occupations shall not exceed six (6) square feet in display area and shall not be illuminated.

Section 4. The Aberdeen Unified Development Ordinance § 152-280 is amended as follows:

§ 152-280. Retail Center and Shopping Center Signs.

- (A) Freestanding signs are permitted in accordance with section 152-277(D).
- (B) Wall Signs.

(1) No more than one wall, or blade, or canopy sign per business may be displayed in a retail center or shopping center, provided that only businesses with a separate individual outside entrance serving the general public may have a wall, or blade, or canopy sign separate from signs serving the entire center. However, if a retail center or shopping center has two (2) adjacent streets such that a building is facing one street like all other buildings in the shopping center and one side of the building is facing the other street, then an additional wall sign may be placed on that side. In this case, the side wall sign will be limited to one-third (1/3) of the square footage allowed for the sign on the building front, not to exceed one hundred square feet.

(2) Businesses may have a wall or canopy sign with an area equal to eight (8) percent of the square footage of the building facade occupied by the business. The building facade equals the linear feet of building frontage occupied by the business multiplied by the height of the building where the business is located. In any event, a wall or canopy sign authorized by this subsection shall not have an area of more than four-hundred square feet.

~~(3) Any business sign suspended from a canopy must be at least eight (8) feet above the sidewalk level and not larger than six (6) square feet in area~~

(3) Blade signs suspended from a bracket attached to a building wall may project no more than four (4) feet from the building wall, shall not exceed eight (8) square feet in size, and shall have eight (8) feet or more of vertical clearance from the ground. The surface area of the sign does not include the area of the bracket for calculation purposes.

(4) Blade signs suspended from a canopy shall not exceed eight (8) square feet in size and shall have eight (8) feet or more of vertical clearance. The surface area of the sign does not include the area of the bracket for calculation purposes.

(5) Blade signs are limited to eight (8) square feet in size regardless of building frontage dimension.

~~(4)(6)~~ Display lighting shall be shielded so as to prevent a direct view of the light source from a residence in a residential district.

~~(5)(7)~~ No intermittent lighting effects may be utilized except for "time and temperature" devices.

~~(6)(8)~~ No sign shall extend above parapet walls or above roof lines of buildings without parapet walls.

(C) Nonconforming Outparcels. In no case shall an outparcel be considered as a retail center or separate shopping center. Outparcels of retail centers or shopping centers existing as of the date of adoption of this section, September 9, 1991, regardless of the number of businesses on those parcels, are not considered part of the retail center or shopping center and thus are not subject to those uniform signage regulations. However, outparcels of retail centers or shopping centers developed or expanded after the aforementioned date are required to conform to the signage regulations applicable to retail centers or shopping centers.

Section 5. All provisions of any town ordinance or resolution in conflict with this ordinance are repealed.

Section 6. This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this _____ day of _____, 2015.

Ayes: _____

Noes: _____

Absent or Excused: _____

Dated: _____

Robert A. Farrell, Mayor

Attest:

Regina M. Rosy, Town Clerk



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:** 4/2/15

Agenda Item Title: Petition for Voluntary Contiguous Annexation for Columbus Midtown Properties

Date of Board Meeting to hear this item: 4/13/15

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 checked="" type="checkbox"/> Date <u>4/27/15</u>
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:

New Business: Accept the Petition Requesting Annexation
Adopt the Resolution Directing the Clerk to Investigate a Petition for Annexation

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



Agenda Item # _____
Town of Aberdeen Planning & Inspections Department
115 N. Poplar Street PO Box 785
Aberdeen, NC 28315
(910) 944-7024

MEMORANDUM TO THE BOARD OF COMMISSIONERS – April 13, 2015 Work Session

Description of Request

Request:

Petition for
Contiguous
Annexation for
Columbus Midtown
Properties II, LLC

A petition for Contiguous Annexation has been submitted by William B. Seymour on behalf of Columbus Midtown Properties II, LLC for a 3.820 acre portion of a parcel located at the corner of Columbus Drive and South Hill Road, identified by Parcel ID #00057192 and with an address of 205 Columbus Drive.

Prepared by:

Pamela Graham,
Planning Director

The property is currently being developed as a Marriott Towne Place Suites under Conditional Use Permit CU #14-03, approved in 2014. The Public Works Director has reviewed the request and is arranging for provision of municipal water and wastewater to the site in accordance with the town's Water and Wastewater System Extension and Connection Policy.

Staff Recommendation

Staff recommends that the Board:

1. Accept the attached Petition Requesting Annexation;
2. Adopt the attached Resolution Directing the Clerk to Investigate a Petition for Annexation;

PETITION REQUESTING A CONTIGUOUS ANNEXATION
SIGNED BY ALL OWNERS IN ANNEXATION AREA

Date: 6 MARCH 2015

To the Board of Commissioners of the Town of Aberdeen:

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Aberdeen subject to the provisions of North Carolina General Statute §160A-31 (a).
2. The area to be annexed is contiguous to the Town of Aberdeen and the boundaries of such property are as follows (a copy of the deed may be attached):

SEE ATTACHED

This petition must be signed by each owner of real property.

<u>Name</u>	<u>Address</u>	<u>Vested Rights (yes or no)?</u>	<u>Signature</u>
1. William B. Seymour MEMBER/MANAGER	1100 E. MOREHEAD ST CHARLOTTE, NC 28204	(YES)	William B. Seymour MEMBER/MANAGER
2. Columbus Mitchell Properties II, LLC			
3.			
4.			

Petitioners are encouraged to provide a map depicting the property (may be town generated, a copy of a survey, or a copy of a map attached to a deed) that shows the area proposed for annexation in relation to the primary corporate limits of the Town of Aberdeen.

Petitioners must file a signed statement declaring whether or not vested rights have been established pursuant to NCGS §160-385.1 or NCGS §153A-344.1. Failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. The Town may require citizens to provide proof of such vested rights.

EXHIBIT A

Beginning at a ½" Rebar Set in the northernmost corner of the property hereinafter described and running thence along the right of way for Columbus Drive with curvature of a curve to the left having a radius = 14.45, a length = 18.15', a chord bearing and distance of South 36° 50' 40" East 16.67 feet, thence South 2° 11' 47" West 230.85 feet to a ½" Rebar Found, thence South 64° 32' 54" West 120.83 feet to a ½" Rebar Found, thence North 87° 45' 23" West 178.19 feet to a ½" Rebar Found, thence running along the right of way for South Hill Road, South 2° 18' 37" West 347.52 feet to a ½" Rebar Found, thence South 2° 15' 30" West 115.46 feet to a ½" Rebar Found, thence South 42° 46' 52" East 35.32 feet to a ½" Rebar Found, thence South 87° 30' 41" East 69.76 feet to a point, thence North 2° 22' 08" East 140.51 feet to an Angle Iron Found, thence South 87° 43' 14" East 50.03 feet to a ½" Rebar Found, thence South 87° 47' 05" East 100.00 feet to a ½" Rebar Found, thence South 88° 04' 13" East 49.55 feet to a ½" Rebar Found, thence South 87° 40' 15" East 40.58 feet to a ½" Rebar Found thence South 87° 51' 19" East 99.21 feet to a Concrete Monument Found, thence North 9° 54' 39" West 662.73 feet to a ½" Rebar Set, the point and place of beginning and being shown on a plat thereof entitled "Boundary Plat of 3.820 Acres, Parcel 1 – D.B. 3207, PG. 332 for McPeake Management, LLC", dated 26 February 2015, by Blue Ridge Geomatics, PA.

And being a portion of that property described in a Deed to Columbus Midtown Properties, LLC in Deed Book 3207, Page 332, Moore County Registry and further described in a Deed to Columbus Midtown Properties II, LLC in Book 4400, Page 517, Moore County Registry.

LESS AND EXCEPT:

The property described as Columbus Drive and South Hill Road as shown in a Dedication and Acceptance of Streets recorded in Book 3467 at Page 164 of the Moore County Registry.

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-31

WHEREAS, a petition requesting annexation of an area described in aforementioned petition was received on March 25, 2015 by the Zoning Administrator; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Board of Commissioners of the Town of Aberdeen deems it advisable to proceed in response to this request for annexation:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Aberdeen that:

The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Board of Commissioners the result of her investigation.

Adopted this the 13th day of April, 2015

Robert A. Farrell, Mayor

ATTEST:

Regina M. Rosy, Town Clerk

MEMORANDUM TO THE BOARD OF COMMISSIONERS

From: Pamela Graham, Planning Director
Item: Street Closure for Downtown Festival
Date: April 13, 2015

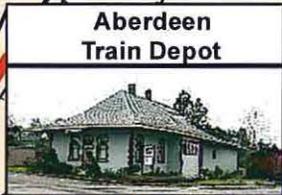
GENERAL INFORMATION

Request: Aberdeen's "Spring Spree" is scheduled for Saturday May 16, 2015 and, as in previous years, will require the temporary closure of downtown streets as indicated in the attached map. The festival's hours of operation are proposed to be 10:00 am to 4:00 pm and will include music and food and craft vendors.

Staff will work with Police Chief Wenzel as needed and he will coordinate with NCDOT regarding street closures. We will also be coordinating with Public Works for use of signs, trash receptacles, and/or barricades to facilitate the event.

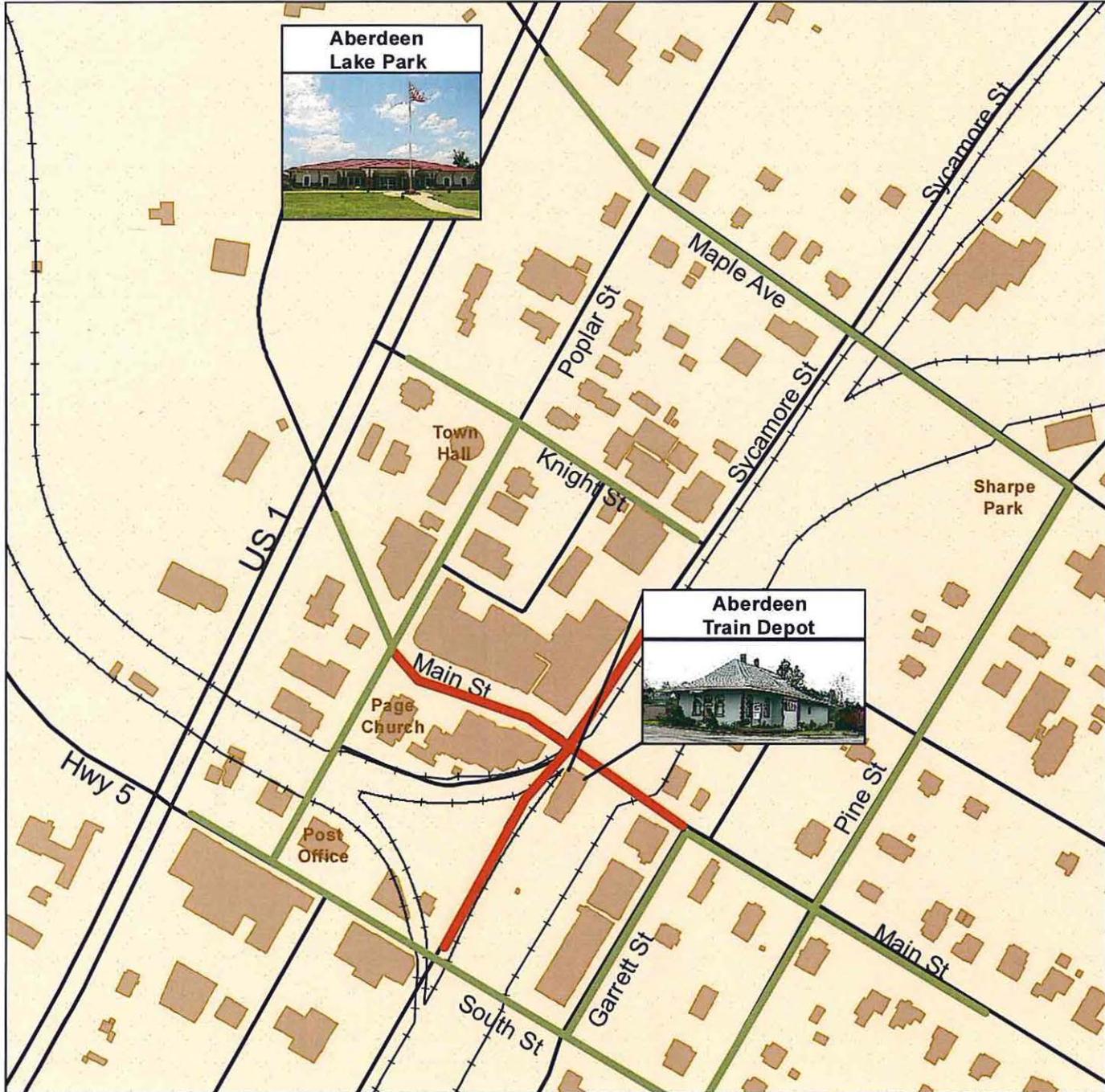
Recommendation: Staff recommends that the Board authorize the proposed street closure as indicated on the attached map.

PROPOSED ROAD CLOSURE SPRING SPREE - MAY 16, 2015



LEGEND

- CLOSED 6AM - 4PM 
- DETOUR 





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: 4/2/15

Agenda Item Title: Discussion of UDO Discrepancy Regarding Metal Buildings

Date of Board Meeting to hear this item: 4/13/15

Board Action Requested:

New Business	<input type="checkbox"/>	Information Only	<input checked="" type="checkbox"/>
Old Business	<input type="checkbox"/>	For Action at Future Meeting	<input type="checkbox"/> Date <u> </u>
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:

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



Agenda Item # _____
Town of Aberdeen Planning & Inspections Department
115 N. Poplar Street PO Box 785
Aberdeen, NC 28315
(910) 944-7024

MEMORANDUM TO THE BOARD OF COMMISSIONERS – April 13, 2015 Work Session

Description of Request

In 2012 staff discovered a discrepancy in the UDO requirements for metal buildings and a text amendment was drafted and presented for consideration. The Planning Board's recommendation on the amendment added language to make standards for metal buildings less restrictive; the Town Board did not agree with the language and as an option to eliminating the discrepancy elected to create new language which states that a higher standard will apply when there are inconsistencies within the ordinance. This "higher standard" ordinance was adopted that same year.

At issue is that the two conflicting standards for metal buildings are still present in the UDO, and are located twelve pages apart. This has created confusion when only one of the standards is seen by a business investor or homeowner, as they are unaware that there is another section in the UDO that overrides it.

Staff seeks direction from the Board on resolving this matter through a new UDO text amendment that would accomplish one of the following:

1. Eliminate either §152-163.1.1 (A) or §152-163.13 (B) (1 and 2) – see attached.
2. Eliminate both sections and create a new section to replace them.

A draft document can be presented to the Planning Board during their May regular meeting for a recommendation to the Board in June.

Enclosures: Conflicting ordinances – highlighted
 UDO #12-04 (Higher Standard ordinance)

§ 152-163.1.1. Building Design, Exterior Standards.

In addition to other standards set forth in this chapter, the following exterior design standards shall apply to all industrial, commercial, institutional, multi-family residential and any other development, other than single-family detached dwellings:

(A) A minimum of sixty (60) percent of the primary building material for the front façade and a minimum of twenty-five (25) percent of each side façade shall be constructed of glass, wood, brick, stone, split-face block, pre-cast concrete (if the surface is painted, textured or designed to simulate brick, stone or lap siding), vinyl lap siding or architectural concrete (if the surface is designed to simulate brick or stone). This subsection shall not apply to buildings constructed pursuant to section 152-163.13, "Metal Buildings";

(B) All colors used on any structure shall be neutral or earth tones. Brash, bright, flamboyant or garish colors are not permitted or allowed, except as provided in the historic district pursuant to section 152-161, "Historic District Regulations"; and

(C) All refuse facilities, mechanical equipment and utility equipment shall be located to the rear of the primary building and shielded from any public roadway or adjacent property by means of landscaping or fencing.

§ 152-163.13. Metal Buildings.

(A) Metal buildings as new principal structures are prohibited within the Aberdeen Historic District.

(B) Metal buildings may be used in all other zoning districts subject to the following requirements:

(1) When visible from roadways, easements or any public viewing area such as park lands, 100% of the primary building material of the façade (whether front, side or rear) shall be constructed of or covered with glass, wood, brick, stone, split-face block, pre-cast concrete (if the surface is painted, textured or designed to simulate brick, stone or lap siding), vinyl or fiber cement lap siding or architectural concrete (if the surface is designed to simulate brick or stone);

(2) A minimum of fifty (50) percent of each side façade shall be constructed of or covered with glass, wood, brick, stone, split-face block, pre-cast concrete (if the surface is painted, textured or designed to simulate brick, stone or lap siding), vinyl or fiber cement lap siding or architectural concrete (if the surface is designed to simulate brick or stone). These materials shall extend horizontally throughout the side façade and shall not be used to solely frame the edges;

(3) For industrial applications, when approved by the Board of Commissioners upon the determination that the use of any other material would be deemed unsafe or impractical;

(4) In commercially zoned districts when all corrugations are less than 5/16th of an inch in depth and there are no exposed rivets; and

(5) Metal accessory buildings of 100 square feet or less are allowed in all zoning districts, including the Aberdeen Historic District.

**AN ORDINANCE TO AMEND THE ABERDEEN UNIFIED DEVELOPMENT ORDINANCE
TO REQUIRE THAT THE MOST STRINGENT ADOPTED STANDARDS APPLY
UDO# 12-04**

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF ABERDEEN THE FOLLOWING:

Section 1. The Aberdeen Unified Development Ordinance is hereby amended to add a new Section 152-17, which reads as follows:

§ 152-17. Conflicts Between Ordinances or Other Laws.

Whenever any provision of this chapter is in conflict with the provisions of any other ordinance, including other ordinances within the chapter; statute; regulation; or other law, the more restrictive standard shall apply.

[The final sentence of Article II is amended to read as follows: "§ ~~152-17~~ 152-18 through § 152-20. Reserved."]

Section 2. All provisions of any town ordinance or resolution in conflict with this ordinance are repealed.

Section 3. This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this _____ day of _____, 2012

Ayes: _____

Noes: _____

Absent or Excused: _____

Dated: _____

Elizabeth B. Mofield, Mayor

Attest:

Regina Rosy, Town Clerk



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: Bill Zell / Rickie Monroe **Department:** Public Works

Contact Phone # _____ **Date Submitted:** April 8, 2015

Agenda Item Title: Water and Sewer Rates and Recommended Changes

Work Session - Board Action (date of meeting should be filled in on line) :
Information Only _____
Public Hearing _____
Approval at work session - immediate action XXX _____

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 had LKC, our local engineering firm to work on developing our cost for producing and the distributing of our water. Also we asked them to look at our rates and help us to develop a rate schedule that is both fair to our customers and also to us as far as a revenue producer that allows us to maintain our system in a top notch manner. We want to discuss some of their recommendations that came from their work.

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



Engineering
Landscape Architecture
Planning

March 30, 2015

Mr. Bill Zell, Town Manager
Town of Aberdeen
Post Office Box 785
Aberdeen, NC 28315

Re: Water and Sewer Rate Analysis
Recommended Adjustments
Town of Aberdeen, Moore County, North Carolina
LKC # Aber.15.02

Dear Mr. Zell:

LKC Engineering has reviewed the Town of Aberdeen Water and Sewer Rate structure with respect to the current Town Budget and considered methods to restructure the current system in an attempt to generate additional revenue by maintaining a fair and affordable utility cost for the customers. This review did not assume a definitive amount of additional revenue to be gained, but the recommendations offer varying types of restructuring with approximate amounts of additional revenue that can be realized. During our review we worked with Town staff to estimate the costs resulting from the separation of water distribution and sewer collection costs in the Water/Sewer Fund. Copies of our summary of your current budget is attached as Pages B-1 through B-3.

The Town's current rate structure for water and sewer customers has an established base rate that is the same for all customer classifications (residential, commercial, institutional and industrial). The base rate does not include any usage amounts and the usage rate is an increasing block rate that increases with usage. Out-of-Town customers pay a higher base rate and a usage rate that is twice the In-Town rates. The increasing block rate is the preferred method by most systems and this type of rate structure is highly recommended by NCDENR and EPA.

Base Rate: In most systems the base rate is established to offset all costs associated with the administrative and soft costs of the utility – at a minimum. These costs are considered to be items that are required to operate the system regardless of the amount of usage to the customer. In reviewing the current base rates, we feel the base rate should be adjusted and give consideration to charging a different rate to the varying customer classes, or apply this adjustment based on meter and connection size. After some consideration and discussion with Town staff, it appears this adjustment is best accomplished by applying increased base rates by customer class. Attached as Page R-1 are examples to support our recommendation.

Usage Rate: As noted, the Town's usage rate is an increasing block, with Out-of-Town customers being charged twice the amount of In-Town customers. This is a very good practice and should be continued in the current format with normal cost of living increases. It is our understanding that a slight increase is planned for this year, and our recommendation considers this increase in the final estimates that will follow.

Bulk Rate: The town currently has two significant bulk customers that purchase water. The existing bulk rate for these customers is \$2.10 per 1,000 gallons of usage. The most obvious thing to note with the establishment

of the bulk rate is the cost to produce and supply the water to bulk customers. In a review of the budget and total water produced and sold, it was noted that Aberdeen water costs \$1.71 per 1,000 gallons to produce, and \$1.36 per 1,000 gallons to distribute to all customers throughout the entire system – a total of \$3.07. Most systems feel that bulk customers do not typically cost the full amount to distribute, as bulk users generally require less administration costs per 1,000 gallons and the full distribution system costs are not applicable. Therefore this rate generally falls between the cost to produce, and the total costs incurred for the entire system. The Town of Aberdeen is currently in this range, however, the Town has not passed along any bulk rate increases recently as the Town customers have had increases. It is recommended that the Town make an adjustment to the bulk rate and an example of the additional revenue for the recommended amount is included in the summary – see Page R-2.

Additional Annual Income: Based on this review, it appears that the Town should consider adjustments within the billing system and setting of rates along with this year's budget process. Based on the items discussed, and using the noted examples provided herein as a guide, following are approximate estimates of additional revenue that can be realized if the Town chooses to enact the recommendations:

	<u>Additional Annual Income</u>
Bulk Rate (Increase from \$2.10 to \$2.21/1,000 gallons)	\$17,988.63
Base Rate Adjustment (Increase per User Class as noted)	\$102,504.00
Usage Charge Increase - Estimate (5% Increase all usage amounts)	\$89,788.00
TOTAL ADDITIONAL REVENUES – Estimated	\$210,280.63

Affordability: A cursory review of affordability can be made by reviewing the average customer bill with respect to the percentage of household income. NCDENR and many funding agencies establish the affordability limit to be 1.5% of the median household income (MHI). Based on the calculation NCDENR now uses, the 2014 adjusted MHI for Aberdeen is \$40,431, resulting in an affordable monthly water and sewer bill being \$50.54. As noted in the attached Page R-3 calculations, the Town's average monthly water and sewer bill, after making all recommended adjustments, would be \$46.13 based on 5,000 gallons monthly usage (NCDENR evaluation criteria).

Summary: The Town has done a great job of implementing an increasing block structure for its utility rates, which helps emphasize water conservation and does not encourage higher usage amounts. However, it is recommended that the Town implement a revised Base Rate charge that considers the type of user. This is a common practice throughout the State and it allows the overall bill to not unfairly punish the smaller users in most cases. The bulk rate adjustments noted herein were already in discussions by Town staff, but are included to note the income generated through incremental adjustments. As noted above, these rates will still be considered affordable through the methods used by NCDENR and numerous funding agencies, and will support healthy growth of the system and allow the Town to budget for more timely completion of needed maintenance and capital improvements.

If you should have any questions or comments regarding this recommendation, or if you should require additional information, please do not hesitate in contacting this office.

Sincerely,
LKC ENGINEERING, PLLC


Bill Lester, Jr., P.E.

Enclosures



Town of Aberdeen - Water & Sewer Rate Analysis

Summary of Budget Data and Background Information

Current Annual Budget Summary

	<u>Water</u>	<u>Sewer</u>
Water Distribution	\$583,860.00	
Water Production	\$733,703.00	
Sewer Collection & Treatment		\$1,251,461.00
TOTALS	\$1,317,563.00	\$1,251,461.00

Total Water Produced for 2014

473,583,000 Gallons

Total Water Metered/Sold for 2014

	No.	Avg. Daily	Annual Usage
Residential	2659	0.493	179,945,000
Commercial	364	0.169	61,685,000
Industrial	50	0.028	10,220,000
Institutional	30	0.036	13,140,000
Moore County		0.440	160,523,000
SP / Cypress Creek		0.008	<u>3,010,000</u>
Total Water Sold			428,523,000 Gallons

Cost to Produce	\$1.71 per 1,000 Gallons
Cost to Distribute	\$1.36 per 1,000 Gallons
Total Cost to Produce & Distribute	\$3.07 per 1,000 Gallons

Total Wastewater Treated (Moore County)

249,264,600 Gallons

Cost Budgeted for Treatment	\$640,601.00 2014-2015 Budget
Cost of Treatment	\$2.57 per 1,000 Gallons

Account Name / Line Item	2014-2015 Board Approved Budget
WATER PRODUCTION-	
<i>Salaries & Benefits:</i>	
Salaries	\$ 113,800
Overtime	\$ 5,000
Social Security	\$ 9,371
Medical Insurance	\$ 13,320
Dental Insurance	\$ 972
Life Insurance	\$ 368
Wellness	\$ 250
Retirement	\$ 8,660
401K Retirement	\$ 6,125
Longevity Pay	\$ 3,700
=Total Salaries & Benefits=	\$ 161,566
<i>Operating:</i>	
Workers Comp	\$ 3,700
Postage	\$ 1,000
Utilities	\$ 142,000
Vehicle Maintenance	\$ 5,100
Facility Maintenance	\$ 38,000
System Maintenance	\$ 30,000
Well Head Protection Program	\$ 1,000
Communications	\$ 7,591
Equipment Purchases	\$ 4,000
Equipment Maintenance	\$ 7,000
Licenses and Fees	\$ 4,000
Fuel	\$ 15,000
Supplies	\$ 7,000
Safety	\$ 1,500
Testing	\$ 25,000
Chemicals	\$ 96,000
Uniforms	\$ 1,750
Training/Travel	\$ 3,000
Contract Reimbursable	\$ 9,000
Property/Liability Insurance	\$ 17,570
Engineer Services	\$ 2,500
Contracted Services	\$ 150,426
Legal Fees	\$ -
Depreciation	\$ -
=Total Operating=	\$ 572,137
<i>Capital Outlay:</i>	
Capital Outlay	\$ -
Capital Outlay-Equipment	\$ -
=Total Capital Outlay=	\$ -
<i>Contingency:</i>	
Contingency-Water Production	\$ -
=Total Contingency-W/Prod.	\$ -
=Water Production Total=	\$ 733,703

Account Name / Line Item	2014-2015 Board Approved Budget	Water	Sewer
-WATER/SEWER-			
<i>Salaries & Benefits:</i>			
Salaries	\$ 398,000	\$ 199,000	\$ 199,000
Overtime	\$ 8,000	\$ 4,000	\$ 4,000
On-Call Pay	\$ 2,000	\$ 1,000	\$ 1,000
Social Security	\$ 32,168	\$ 16,084	\$ 16,084
Medical Insurance	\$ 39,960	\$ 19,980	\$ 19,980
Dental Insurance	\$ 2,916	\$ 1,458	\$ 1,458
Life Insurance	\$ 1,262	\$ 631	\$ 631
Retirement	\$ 29,729	\$ 14,865	\$ 14,865
401K Retirement	\$ 21,025	\$ 10,513	\$ 10,513
Longevity Pay	\$ 12,500	\$ 6,250	\$ 6,250
=Total Salaries & Benefits=	\$ 547,560	\$ 273,780	\$ 273,780
<i>Operating:</i>			
Workers Compensation	\$ 9,050	\$ 4,525	\$ 4,525
Workers Comp Deductible	\$ 2,000	\$ 1,000	\$ 1,000
Postage	\$ 2,000	\$ 1,000	\$ 1,000
Utilities	\$ 9,000	\$ 4,500	\$ 4,500
Vehicle Maintenance	\$ 10,000	\$ 5,000	\$ 5,000
System Maintenance	\$ 107,500	\$ 53,750	\$ 53,750
Facility Maintenance	\$ 14,600	\$ 7,300	\$ 7,300
Communications	\$ 4,700	\$ 2,350	\$ 2,350
Equipment Purchases	\$ 5,700	\$ 2,850	\$ 2,850
Equipment Maintenance	\$ 10,000	\$ 5,000	\$ 5,000
RPZ Program	\$ 2,000	\$ 2,000	\$ -
Contracts/Agreements	\$ 3,000	\$ 1,500	\$ 1,500
Licenses and Fees	\$ 1,200	\$ 600	\$ 600
Advertising	\$ 280	\$ 140	\$ 140
Fuel	\$ 30,000	\$ 15,000	\$ 15,000
Supplies	\$ 81,000	\$ 40,500	\$ 40,500
Safety	\$ 3,500	\$ 1,750	\$ 1,750
Emergency Management	\$ -	\$ -	\$ -
Uniforms	\$ 3,700	\$ 1,850	\$ 1,850
Training/Travel	\$ 3,200	\$ 1,600	\$ 1,600
Contract Reimbursable	\$ -	\$ -	\$ -
Property/Liability Insurance	\$ 6,730	\$ 3,365	\$ 3,365
Engineer Services	\$ 3,000	\$ 1,500	\$ 1,500
Contract Services-Water Treatment	\$ 640,601	\$ -	\$ 640,601
Legal Fees	\$ -	\$ -	\$ -
=Total Operating=	\$ 952,761	\$ 157,080	\$ 795,681
<i>Capital Outlay:</i>			
Capital Outlay-Water	\$ 10,000	\$ 10,000	\$ -
Capital Outlay-Sewer	\$ 25,000	\$ -	\$ 25,000
Capital Outlay-Equipment	\$ 36,000	\$ 18,000	\$ 18,000
Capital Outlay-Facility	\$ -	\$ -	\$ -
Capital Outlay-CDBG	\$ 14,000	\$ -	\$ 14,000
=Total Capital Outlay=	\$ 85,000	\$ 28,000	\$ 57,000
<i>Allocations/Transfers:</i>			
Admin Charges	\$ 250,000	\$ 125,000	\$ 125,000
Transfer-Out to CDBG Fund	\$ -	\$ -	\$ -
Bad Debt Expense	\$ -	\$ -	\$ -
=Total Allocations/Transfers:	\$ 250,000	\$ 125,000	\$ 125,000
=Water/Sewer Total=	\$ 1,835,321	\$ 583,860	\$ 1,251,461

Town of Aberdeen - Water & Sewer Rate Analysis
Summary of Base Rate Charges and Customers by Classification
Recommendation of Base Rate Adjustment by User Class

CURRENT SITUATION						WATER
<i>Classification</i>	<i>In-Town</i>	<i>Out-of-Town</i>	<i>Base Charge (In)</i>	<i>Base Charge (Out)</i>	<i>Bi-Monthly Income</i>	<i>Annual Income</i>
Residential	2543	116	\$10.00	\$10.00	\$26,590.00	\$159,540.00
Commercial	338	26	\$10.00	\$10.00	\$3,640.00	\$21,840.00
Institutional	47	3	\$10.00	\$10.00	\$500.00	\$3,000.00
Industrial	26	4	\$10.00	\$10.00	\$300.00	\$1,800.00
TOTAL	2954	149			\$31,030.00	\$186,180.00

EXAMPLE REVISION - BASE RATE ADJUSTMENT PER CLASS						WATER
<i>Classification</i>	<i>In-Town</i>	<i>Out-of-Town</i>	<i>Base Charge</i>	<i>Base Charge (Out)</i>	<i>Bi-Monthly Income</i>	<i>Annual Income</i>
Residential	2543	116	\$12.00	\$20.00	\$32,836.00	\$197,016.00
Commercial	338	26	\$15.00	\$30.00	\$5,850.00	\$35,100.00
Institutional	47	3	\$15.00	\$30.00	\$795.00	\$4,770.00
Industrial	26	4	\$50.00	\$100.00	\$1,300.00	\$7,800.00
TOTAL	2954	149			\$40,781.00	\$244,686.00

ADDITIONAL INCOME FROM EXAMPLE - WATER **\$58,506.00**

CURRENT SITUATION						SEWER
<i>Classification</i>	<i>In-Town</i>	<i>Out-of-Town</i>	<i>Base Charge</i>	<i>Base Charge (Out)</i>	<i>Bi-Monthly Income</i>	<i>Annual Income</i>
Residential	2129	4	\$10.00	\$10.00	\$21,330.00	\$127,980.00
Commercial	339	1	\$10.00	\$10.00	\$3,400.00	\$20,400.00
Institutional	46	0	\$10.00	\$10.00	\$460.00	\$2,760.00
Industrial	25	1	\$10.00	\$10.00	\$260.00	\$1,560.00
TOTAL	2539	6			\$25,450.00	\$152,700.00

EXAMPLE REVISION - BASE RATE ADJUSTMENT PER CLASS						SEWER
<i>Classification</i>	<i>In-Town</i>	<i>Out-of-Town</i>	<i>Base Charge</i>	<i>Base Charge (Out)</i>	<i>Bi-Monthly Income</i>	<i>Annual Income</i>
Residential	2129	4	\$12.00	\$20.00	\$25,628.00	\$153,768.00
Commercial	339	1	\$15.00	\$30.00	\$5,115.00	\$30,690.00
Institutional	46	0	\$15.00	\$30.00	\$690.00	\$4,140.00
Industrial	25	1	\$50.00	\$100.00	\$1,350.00	\$8,100.00
TOTAL	2539	6			\$32,783.00	\$196,698.00

ADDITIONAL INCOME FROM EXAMPLE - SEWER **\$43,998.00**

ADDITIONAL INCOME FROM EXAMPLE - WATER & SEWER **\$102,504.00**

**Town of Aberdeen - Water & Sewer Rate Analysis
 Summary of Bulk Rate Usage for Bulk Customers
 Projected Additional Income based on Rate Adjustments**

CURRENT SITUATION			
	<u>Annual Gallons Used</u>	<u>Bulk Rate</u>	<u>Annual Income</u>
Moore County	160,523,000	\$2.10	\$337,098.30
Cypress Creek	3,010,000	\$2.10	\$6,321.00
TOTAL	163,533,000		\$343,419.30

EXAMPLE REVISION #1 - INCREASE RATE to \$2.21/1,000 Gallons			
	<u>Annual Gallons Used</u>	<u>Bulk Rate</u>	<u>Annual Income</u>
Moore County	160,523,000	\$2.21	\$354,755.83
Cypress Creek	3,010,000	\$2.21	\$6,652.10
TOTAL	163,533,000		\$361,407.93
ADDITIONAL INCOME THIS EXAMPLE			\$17,988.63

EXAMPLE REVISION #2 - INCREASE RATE to \$2.35/1,000 Gallons			
	<u>Annual Gallons Used</u>	<u>Bulk Rate</u>	<u>Annual Income</u>
Moore County	160,523,000	\$2.35	\$377,229.05
Cypress Creek	3,010,000	\$2.35	\$7,073.50
TOTAL	163,533,000		\$384,302.55
ADDITIONAL INCOME THIS EXAMPLE			\$40,883.25

SUMMARY NOTE: ADDITIONAL REVENUE PER \$0.01 INCREASE	\$1,635.33
<i>(Based on current annual usage rates)</i>	

Town of Aberdeen - Water & Sewer Rate Analysis
Calculation of Affordability to Residential Customers
Based on Current NCDENR Guidelines and Median Household Income

Average Usage calculated at 5,000 Gallons per Month per NCDENR Guidelines
NCDENR Median Household Income for Aberdeen is \$40,431 - 2014 Adjustment
Town currently bills Bi-Monthly for Water and Sewer

CURRENT WATER - Calculate for 10,000 Gallons - Divide by 2 for Monthly

Base Rate WATER		\$10.00 Bi-Monthly
Usage Rate 0-5,000 Gallons	\$2.87	\$14.35
Usage Rate 5,000-10,000 Gallons	\$3.07	<u>\$15.35</u>
Total Cost 10,000 Gallons - 2 Months		\$39.70
Total Cost 5,000 Gallons - Monthly Average		\$19.85

CURRENT SEWER - Calculate for 10,000 Gallons - Divide by 2 for Monthly

Base Rate SEWER		\$10.00 Bi-Monthly
Usage Rate 0-5,000 Gallons	\$3.21	\$16.05
Usage Rate 5,000-10,000 Gallons	\$3.85	<u>\$19.25</u>
Total Cost 10,000 Gallons - 2 Months		\$45.30
Total Cost 5,000 Gallons - Monthly Average		\$22.65

TOTAL CURRENT AVG. RESIDENTIAL MONTHLY WATER & SEWER BILL	\$42.50
NCDENR HIGH UNIT COST FOR TOWN OF ABERDEEN	\$50.54

Proposed Monthly Cost calculated with Proposed Base Rates & 5% Rate Increase

PROPOSED WATER - Calculate for 10,000 Gallons - Divide by 2 for Monthly

Base Rate WATER		\$12.00 Bi-Monthly
Usage Rate 0-5,000 Gallons	\$3.01	\$15.07
Usage Rate 5,000-10,000 Gallons	\$3.22	<u>\$16.12</u>
Total Cost 10,000 Gallons - 2 Months		\$43.19
Total Cost 5,000 Gallons - Monthly Average		\$21.59

PROPOSED SEWER - Calculate for 10,000 Gallons - Divide by 2 for Monthly

Base Rate SEWER		\$12.00 Bi-Monthly
Usage Rate 0-5,000 Gallons	\$3.37	\$16.85
Usage Rate 5,000-10,000 Gallons	\$4.04	<u>\$20.21</u>
Total Cost 10,000 Gallons - 2 Months		\$49.07
Total Cost 5,000 Gallons - Monthly Average		\$24.53

TOTAL PROPOSED AVG. RESIDENTIAL MONTHLY WATER & SEWER BILL	\$46.13
NCDENR HIGH UNIT COST FOR TOWN OF ABERDEEN	\$50.54

**AN ORDINANCE AMENDING THE TOWN OF ABERDEEN FEE SCHEDULE WITH REGARD TO
GARBAGE COLLECTION FEES**

WHEREAS, the Moore County Landfill has increased fees which creates additional expense to the Town of Aberdeen; and

WHEREAS, because of the additional expense charged to the Town of Aberdeen, the garbage collection fees will be increased \$4.00 bi-monthly to cover the additional expense.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF ABERDEEN THE FOLLOWING:

Section 1. The Town of Aberdeen Fee schedule is revised to reflect the following:

Residential garbage pick-up - \$20.00 Bi-monthly
Commercial garbage pick-up - \$25.50 Bi-monthly

Section 2. All provisions of any town ordinance or resolution in conflict with this ordinance are repealed.

Section 3. This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this _____ day of _____, 2015.

Ayes: _____

Noes: _____

Absent or Excused: _____

Dated: _____

Robert A. Farrell, Mayor

Attest:

Regina M. Rosy, Town Clerk

DRAFT DRAFT DRAFT DRAFT**Town of Aberdeen
Board of Commissioners****GOALS AND OBJECTIVES
2015****Vision Statement:**

As the Town of Aberdeen grows, we will retain our unique history and character and provide the services and amenities to continuously enhance the quality of life for our citizens.

Purpose of the Goals and Objectives:

Goals and objectives are adopted to support the vision for the town as established by the Board of Commissioners. In addition, these multi-year Goals and Objectives serve as the basis for the policy direction of the Board and serves as the guide for all operational, maintenance and budgeting activities.

Strategic Goal – Desired Situation

Objective – Conditions needed to move toward achieving the goal

The quality of life in Aberdeen is enhanced by the identification of the following Six Town Strategic Goals (Focus Areas) with associated objectives:

1. Engaged Economic Development

- a. Work to promote the location, access, and transportation corridors going through the Town to attract new business.
- b. Promote the creation of new jobs through the use of all available resources.
- c. Investigate the use of incentives to support Town development and attract new business.
- d. Encourage new businesses to hire locally, patronize local businesses, and bank locally.

2. County, Regional or Intergovernmental Cooperation and Participation

- a. Attend relevant organizational meetings and discussions to ensure that Town interests regarding schools, transportation funding decisions, jobs and educational opportunities are represented and acknowledged.
- b. Review existing county, regional or other intergovernmental agreements for additional benefit to the Town.
- c. Explore opportunities for creating other agreements to benefit the Town.

3. Encourage Citizen Communication and Participation in Town Events, Celebrations and Volunteerism

- a. Motivate citizens to become volunteers and be active in small projects for the benefit of the Town using the Bon Accord newsletter, town website, local newspapers and direct communication.
- b. Encourage citizens to become involved in appointed Town committees, boards and commissions.
- c. Foster community-wide activities and celebrations to include Spring Spree, Fourth of July, Reindeer Fun Run, the Christmas Parade and other special Town activities.
- d. Provide a variety of Town sponsored program and event opportunities for individuals and families to enroll in and attend.

4. Strengthen Business and Residential Partnerships

- a. Attract more commercial and retail business into the downtown and historic district area.
- b. Work with local businesses in the Town to improve the beautification and appearance of all the business districts with a focus on:

- Street and sidewalk cleanliness
- Signing
- Parking areas
- Trash barrels
- Benches
- Trees and other plantings

- c. Promote business through the active support of the local Chamber of Commerce and the Downtown Aberdeen Business Guild.
- d. Maintain a strong emphasis on code enforcement to improve business and residential appearance with particular attention on dilapidated buildings, abandoned vehicles, litter, junk, and weeds.
- e. Evaluate opportunities to provide retail spaces in the downtown area that are on the first floor with options for living spaces on the floors above.
- f. Enforce the approved Unified Development Ordinance (UDO) while working to ensure that it evolves as the needs of the Town supporting business and residential development necessitate a review.

5. Enhance Town Departmental Core Services

- a. Assess opportunities for, and the cost benefits of, leveraging outside contracts for providing services to citizens of the Town.
- b. Hire and retain the qualified staff necessary to support the activities and essential services provided by the Town.

- c. Look for grants and other opportunities to offset costs of providing equipment for public safety to ensure a well equipped fire and police force.
- d. Ensure town staff and employees have access to the training required to be highly skilled to do their jobs.
- e. Construct a new police department and town hall facility to better serve and represent the Town.

6. Capital Improvement and Technology Cross-Leveling

- a. Prepare long range capital plans for town vehicles, equipment, utility upgrades, improvements, and renovations which will be reviewed annually with the budget.
- b. Inspect town-owned buildings and property for any required maintenance to ensure proper upkeep with a continuous emphasis on safety.
- c. Evaluate new technologies and/or methods for improving equipment or Town services while maintaining an emphasis on overall efficiency and effectiveness.

**Aberdeen Parks and Recreation Department's
Monthly Report**

March 2015



Park/Facility Projects

- We have completed the tilling and dragging of the baseball fields, and Optimist baseball has begun practices and games.
- Joe has begun some plantings, including adding some new trees around the Aberdeen Lake Park playground for shading and to help with excess water.
- We have continued to have an issue with one of the HVAC units at the Recreation Center, and are working with Air Specialties to resolve the problem.

Recreation Programs

- Jack met with Moore Choices to discuss marketing opportunities for programs, special events, and athletics.
- The films for Movies by the Lake have been confirmed. July 10 - Paddington Bear, August 14 - Big Hero 6, September 11 - Cinderella, and October 9 - The Boxtrolls. Jack secured a sponsorship from Meridian Kiosk for Movies by the Lake.
- Jack secured sponsorships from Aberdeen Bead Company and This Little Piggy Boutique for the Easter Eggstravaganza and Movies by the Lake. Jack also secured the Pinecrest ROTC to volunteer for this year's Easter Eggstravaganza. The Easter Egg Hunt was held Saturday, March 28th. Approximately 250 people came out to enjoy face painting, a visit from the Easter Bunny, and search for 3,000 candy filled Easter Eggs. The age groups were separated into 3 and under, 4 to 6, and 7 to 9. 3 eggs per age group had golden tickets inside, which could be redeemed for prizes. Aside from being a little on the cooler side, the day was a definite success.
- Jack met with Rollie, from the Arts Council, to discuss co-sponsoring two STEAM camps this summer. Tentative dates are June 22 through June 26, and July 27 through August 1.
- Jack has begun planning a Mini Masters Half Day Art Camp with instructor Nicole Torres. This camp will offer children ages 5-12 the opportunity to learn about famous artist, create various types of art projects, and will conclude with participant's art displayed during Movies by the Lake.
- Jack has contacted the Elks Lodge of Southern Pines and begun discuss using their pool for summer camp. Jack has also secured a 15 passenger van for summer camp.

- Spring Break Camp staff has been hired. The registration deadline for the camp has passed, with 23 participants registered. There were 10 participants last year.
- The Sand Band has been booked for the 4th of July fireworks. Port-a-johns, lights, a tent, and a stage have all also been reserved.
- The Veterans Day military equipment and uniform display has been scheduled for Saturday, November 7, from 1 to 5 pm, at the Aberdeen Recreation Center.
- Zumba class has 26 registered participants this month. Class has now gone to twice a week, Tuesdays and Thursdays.
- Senior Chair Exercise has 10 registered participants this month.
- The Senior Fit program has 4 registered participants this month.
- The new Adult Yoga program has 3 registered participants this month.
- Aberdeen and Pinehurst cooperatively started a new program, Alley Cats Bowling. This bowling league is geared toward individuals with disabilities. There were 9 people registered this month.

Athletic Programs

- A new Lacrosse Camp was held this month. 9 participants met with Coach Brad at Colonial Heights Park and Aberdeen Elementary School to learn the fundamentals of lacrosse.
- Youth Kickball practices and games started this month. We have 182 participants signed up, there were 162 last year. This is the maximum number of participants we can accept. Joseph secured sponsors for all 14 teams.
- Dick's Sporting Goods donated 4 youth coaching bags to help our coaches in our youth leagues.
- Joseph is creating a new youth golf program with Legacy Links. The program is projected to begin in June, and run through July. Robert's Golf has agreed to donate clubs for any youth who does not have their own for this program.
- The Senior Games in the Pines registration deadline has passed. 135 participants have registered this year. Consideration will be given to late registrants, provided space is available in their desired events. Southern Pines Gracious Living donated bags for all participants, and staff is filling them with donated giveaways, participant t-shirts, and event schedules.

Department News

- Adam attended the Beautification Committee meeting to present the Aberdeen Lake Park/Parks and Recreation Department and Ray's Mill Park sign proposals.
- The Parks and Recreation Advisory Board members were given packets containing the options for the Aberdeen Lake Park/Parks and Recreation Department sign, and the Ray's Mill Park sign. They are weighing in on their preferences.
- Adam attended the Sports Complex Feasibility Study Advisory Committee meeting at the CVB.
- The Recreation Center hosted a Quilt Show in conjunction with the Palustris Festival.

*Town of Aberdeen
Public Works Dept.
Monthly Report*



March 2015
(for month of February)

FEBRUARY
MONTH

TOWN OF ABERDEEN
PUBLIC WORKS DEPARTMENT
SOLID WASTE MONTHLY REPORT

2015
YEAR

SOLID WASTE

WEIGHT OF SOLID WASTE TO MOORE COUNTY	<u>135.82</u>	TONS
DISPOSAL FEE PAID TO COUNTY	<u>\$6,154.00</u>	
WEIGHT OF SPECIAL MATERIAL TO MOORE COUNTY	<u>-</u>	
DISPOSAL FEE FOR SPECIAL MATERIAL	<u>-</u>	
WEIGHT OF YARD WASTE (LEAF & LIMB) (Leaf 34.53 Tons Limb 25.57 Tons)	<u>\$ 901.15</u>	
DISPOSAL FEE FOR SPEICAL MATERIALS TO WILLIAMS LANDFILL	<u>-</u>	
DISPOSAL FEE FOR SPECIAL MATERIALS TO DAWSON CONTRACTING	<u>-</u>	

RECYCLE

WEIGHT OF MIXED RECYCLE TO MOORE COUNTY	<u>40.05</u>	TONS
WEIGHT OF SCRAP METAL TO SANDHILLS RECYCLE	<u>-</u>	LBS.
REVENUE FROM SCRAP METAL	<u>\$ -</u>	
RECYCLED MOTOR OIL (NO COST)	<u>-</u>	

TOTALS

SOLID WASTE FEE TO MOORE COUNTY	<u>\$ 6,154.00</u>
LEAF AND LIMB FEE TO MOORE COUNTY	<u>\$ 901.15</u>
TOTAL COST	<u>\$ 7,055.15</u>

TOWN'S REVENUE

REVENUE FROM SANDHILLS	<u>\$ -</u>
TOTAL REVENUE	<u>\$ -</u>

HOUSEHOLD SOLID TOTAL WASTE COLLECTED	<u>135.82</u>
TOTAL RECYCLED HOUSEHOLD WASTE	<u>40.05</u>
TOTAL WASTE	<u>175.87</u>
PERCENTAGE OF RECYCLE WASTE	<u>% 22.77</u>

SOLID WASTE / RECYCLE / LEAF & LIMBS LOG SHEET

DATE	SOLID WASTE	SOLID WASTE	SOLID WASTE	DATE	RECYCLE	RECYCLE	RECYCLE	LEAF	LIMBS
Feb-15	TRUCK 209	TRUCK 223	TRUCK 210		TRUCK209	TRUCK 23	TRUCK 211	TRUCK 221	213 / 315
2/3/2015	6.78 tons	7.70 tons	.91 ton	2/2/2015	7.13 tons	4.52 tons			3.07 tons
2/5/2015	10.9 tons	8.33 tons	4.29 tons	2/5/2015					3.86 tons
2/10/2015	6.70 tons	7.98 tons		2/6/2015				10.25 tons	3.08 tons
2/12/2015	9.84 tons	7.65 tons		2/9/2015				7.05 tons	
2/18/2015	6.64 tons	5.87 tons	1.40 tons	2/10/2015				7.17 tons	4.30 tons
2/19/2015	9.53 tons	7.33 tons		2/12/2015					4.03 tons
2/25/2015	6.81 tons	7.64 tons		2/13/2015	3.67 tons	4.11 tons		3.43 tons	
2/26/2015	11.14 tons	8.38 tons		2/16/2015	5.54 tons	5.07 tons	2.33 tons		
				2/18/2015					3.66 tons
				2/19/2015				4.12 tons	
				2/23/2015				2.51 tons	
				2/25/2015					3.57 tons
				2/27/2015	3.75 tons	4.23 tons			

TOTAL WEIGHT PER TRUCK

68.34 tons	60.88 tons	6.6 tons	20.09 tons	17.93 tons	2.33 tons	34.53 tons	25.57 tons
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TOTAL WEIGHT FOR SOLID WASTE

135.82 tons

TOTAL WEIGHT FOR RECYCLE

40.05 tons

TOTAL WEIGHT FOR LEAF & LIMBS

60.1 tons

TOTAL RECYCLE FOR MONTH

22.77%

solid waste charge \$6,154.00

Charge for leaf & limbs \$901.15

Ronald McDonald

Regina Rosy

From: Tim Wenzel <timwenzel@aberdeenpolice.com>
Sent: Wednesday, April 01, 2015 12:30 PM
To: Bill Zell
Cc: Regina Rosy
Subject: Monthly Report March, 2015
Attachments: DOC040115-04012015120904.pdf

In addition to the attached statistics, I will compare some numbers from this March against what was reported in March 2014.

1. Larcenies remained study at 21.
2. Simple Assaults doubled from 2 in March of 2014 to 4 this March.
3. Drug arrests went up from 10 to 14 this March.
4. Resisting went from 4 to 5.
5. Total Incidents for the month were at 70 compared to 61 in March 2014.
6. Total Offenses were up from 93 to 103.
7. Larceny arrest were up from 6 to 13.
8. Drug Arrests went up from 13 in March, 2014 to 18 this March.
9. Total Arrests are also up from 42 in March, 2014 to 52 this March.
10. Total Citations were down from 141 in 2014 to 103 this March.
11. Warning Tickets were up from 30 to 46.

Total calls for March 2015 were 1,899.

As you can see from the attached training log, this is a busy time of year while we satisfy our Mandatory In-Service Training and qualifications.

The Administration has been busy working on and submitting the 2015-2016 budget.

We have an Officer in field training who will finally bring us to full strength.

We have been experiencing many problems with E911 and will be meeting with Ken Skipper this afternoon to once again discuss the numerous problems.

Respectfully Submitted,

Tim

Activity Detail Summary (by Category)

ABERDEEN PD

(03/01/2015 - 04/01/2015)

Incident/Investigations

0300 - Robbery	1
0410 - Aggravated Assault	1
0520 - Burglary - Non-Forced Entry	1
0630 - Larceny - Shoplifting	8
0660 - Larceny - From Buildings	1
0690 - Larceny - All Other Larceny	11
0710 - Motor Vehicle Theft - Automobile	2
0790 - Motor Vehicle Theft - All Other Motor Vehicles	1
0810 - Simple Physical Assault	4
0890 - Simple Assault- All Other Simple Assault	2
0900 - Arson	1
1120 - Fraud - Obtaining Money/Property by False Pretense	3
1190 - Fraud - All Other Fraud	2
1330 - Possessing/Concealing Stolen Property	6
1400 - Criminal Damage to Property (Vandalism)	7
1810 - Drug Violations	2
1834 - Drug Violations - Equipment/Paraphernalia - Possessing/Concealing	7
1890 - Drug Violations - All Other Drug Violations	5
2290 - All Other Liquor Law Violations	4
2490 - Disorderly Conduct - All Other	1
2650 - Escape From Custody or Resist Arrest	5
2670 - Trespassing	1
2680 - City Ordinance Violations	4
2690 - All Other Offenses	2
4010 - All Traffic (except DWI)	2
9910 - Calls for Service	19
Total Offenses	103
Total Incidents	70

Arrests

0410 - Aggravated Assault	1
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Activity Detail Summary (by Category)

ABERDEEN PD

(03/01/2015 - 04/01/2015)

Arrests

0600 - Larceny	5
0630 - Larceny - Shoplifting	7
0690 - Larceny - All Other Larceny	1
0800 - Simple Assault	2
0890 - Simple Assault- All Other Simple Assault	2
1100 - Fraud	3
1110 - Fraud - Worthless Checks	1
1120 - Fraud - Obtaining Money/Property by False Pretense	4
1170 - Fraud - Impersonation	2
1190 - Fraud - All Other Fraud	1
1330 - Possessing/Concealing Stolen Property	7
1400 - Criminal Damage to Property (Vandalism)	2
1810 - Drug Violations	2
1834 - Drug Violations - Equipment/Paraphernalia - Possessing/Concealing	8
1890 - Drug Violations - All Other Drug Violations	8
2200 - Liquor Law Violations	1
2290 - All Other Liquor Law Violations	6
2490 - Disorderly Conduct - All Other	1
2640 - Contempt of Court, Perjury, Court Violations	9
2650 - Escape From Custody or Resist Arrest	5
2660 - Parole & Probation Violations	1
2670 - Trespassing	1
2680 - City Ordinance Violations	1
2690 - All Other Offenses	2
4010 - All Traffic (except DWI)	2

Total Charges 85

Total Arrests 52

Accidents

Total Accidents 20

Activity Detail Summary (by Category)

ABERDEEN PD

(03/01/2015 - 04/01/2015)

Citations

Driving While License Revoked	10
Expired Registration	19
Failure To Reduce Speed	12
Failure To Stop (Stop Sign/Flashing Red Light)	1
Inspection	1
No Insurance	3
No Operator License	5
Other (Infraction)	20
Other (Misdemeanor)	2
Passenger Seat Belt - Juvenile	3
Running Red Light	7
Speeding (Infraction)	8
Unsafe Movement	12
Secondary Charge	40
Total Charges	143
Total Citations	103

Warning Tickets

EXCEEDING THE POSTED SPEED LIMIT	4
EXPIRED REGISTRATION	8
FAILURE TO BURN HEADLIGHTS	2
FAILURE TO YIELD RIGHT AWAY	1
FAILURE TO STOP FOR STOP LIGHT (RED)	7
IMPROPER EQUIPMENT, HEADLIGHTS	15
REGISTRATION VIOLATION	2
SEAT BELT	1
SPEED VIOLATION	1
UNSAFE MOVEMENT	2
Violation of Town Ordinance	3
Total Charges	46

Activity Detail Summary (by Category)

ABERDEEN PD

(03/01/2015 - 04/01/2015)

Warning Tickets

Total Warning Tickets	46
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Ordinance Tickets

LEFT SIDE PARKING	2
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PARKING IN FIRE LANE	1
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Total Ordinance Tickets	3
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Criminal Papers

Warrant	2
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Total Criminal Papers Served	2
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Total Criminal Papers	2
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Civil Papers

Subpoena	18
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Trespass Notice	19
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Total Civil Papers Served	51
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Total Civil Papers	37
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Activity Summary (by Category)

ABERDEEN PD

(03/01/2015 - 04/01/2015)

Incident/Investigations

Total Offenses	103
Total Incidents	70

Arrests

Total Charges	85
Total Arrests	52

Accidents

Total Accidents	20
-----------------	----

Citations

Total Charges	143
Total Citations	103

Pawn Tickets

Total Items	0
Total Pawn Tickets	0

Warning Tickets

Total Charges	46
Total Warning Tickets	46

Ordinance Tickets

Total Ordinance Tickets	3
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Criminal Papers

Total Criminal Papers Served	2
Total Criminal Papers	2

Civil Papers

Total Civil Papers Served	51
Total Civil Papers	37

Sex Offenders

Total Sex Offenders Registered	0
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Activity Summary (by Category)

ABERDEEN PD

(03/01/2015 - 04/01/2015)

Concealed Applications

Total Permits Issued	0
Total Permits Denied	0
Total Temporary Permits Issued	0
Total Temporary Permits Denied	0
Total Applications	0

Gun Permit Applications

Total Permits Issued	0
Total Permits Denied	0
Total Applications	0

Arrest Status/Disposition Totals by Offense

ABERDEEN PD

(03/01/2015 - 04/01/2015)

Offense:	Further Invest.:	Inactive:	Closed/Cleared:	Arrest/No Supp.:	Arrest/No Invest.:	Felony:	Misd.:	Juvenile:	Adult:	Offense:
0410 - Aggravated Assault	0	0	1	1	0	0	1	0	1	1
0600 - Larceny	0	0	5	5	0	1	4	0	5	5
0630 - Larceny - Shoplifting	0	0	7	7	0	0	7	0	7	7
0690 - Larceny - All Other Larceny	0	0	1	1	0	0	1	0	1	1
0800 - Simple Assault	0	0	2	2	0	0	2	0	2	2
0890 - Simple Assault- All Other Simple Assault	0	0	2	2	0	0	2	0	2	2
1100 - Fraud	0	0	3	3	0	3	0	0	3	3
1110 - Fraud - Worthless Checks	0	0	1	1	0	0	1	0	1	1
1120 - Fraud - Obtaining Money/Property by False Pretense	0	0	4	4	0	4	0	0	4	4
1170 - Fraud - Impersonation	0	0	2	2	0	2	0	0	2	2
1190 - Fraud - All Other Fraud	0	0	1	1	0	0	1	0	1	1
1330 - Possessing/Concealing Stolen Property	0	0	7	7	0	0	7	0	7	7
1400 - Criminal Damage to Property (Vandalism)	0	0	2	2	0	0	2	0	2	2
1810 - Drug Violations	0	0	2	2	0	1	1	0	2	2
1834 - Drug Violations - Equipment/Paraphernalia - Possessing/Concealing	0	0	8	8	0	0	8	1	7	8
1890 - Drug Violations - All Other Drug Violations	0	0	8	8	0	5	3	0	8	8
2200 - Liquor Law Violations	0	0	1	0	1	0	1	0	1	1
2290 - All Other Liquor Law Violations	0	0	6	3	3	0	6	0	6	6
2490 - Disorderly Conduct - All Other	0	0	1	1	0	0	1	0	1	1
2640 - Contempt of Court, Perjury, Court Violations	0	0	9	9	0	0	9	0	9	9
2650 - Escape From Custody or Resist Arrest	0	0	5	5	0	0	5	1	4	5
2660 - Parole & Probation Violations	0	0	1	1	0	1	0	0	1	1
2670 - Trespassing	0	0	1	1	0	0	1	0	1	1

Arrest Status/Disposition Totals by Offense

ABERDEEN PD

(03/01/2015 - 04/01/2015)

Offense:	Further Invest.:	Inactive:	Closed/Cleared:	Arrest/No Supp.:	Arrest/No Invest.:	Felony:	Misd.:	Juvenile:	Adult:	Offense:
2680 - City Ordinance Violations	0	0	1	1	0	0	1	0	1	1
2690 - All Other Offenses	0	0	2	2	0	0	2	0	2	2
4010 - All Traffic (except DWI)	0	0	2	2	0	0	2	0	2	2
Totals:	0	0	65	81	4	17	68	2	83	85

Call Log Call Type Summary

ABERDEEN PD

03/01/2015 - 04/01/2015

<No Call Type Specified>	9	1006 - BUSY	1
1029 - WARRANTS/WANTED	18	1032 - FOOT PATROL	367
1036 - DOMESTIC	13	1040 - FIGHT IN PROGRESS	1
1043 - CHASE	1	1046 - ALARM	68
1050PD - ACCIDENT (PROPERTY DAMAGE)	42	1050PI - ACCIDENT (PERSONAL INJURY)	6
1052 - AMBULANCE NEEDED	2	1054 - HIT & RUN	6
1055 - INTOXICATED DRIVER	3	1056 - INTOXICATED PEDESTRIAN	6
1058 - DIRECT TRAFFIC	43	1059 - ESCORT	38
1060 - SUSPICIOUS PERSON/VEHICLE	95	1061 - VEHICLE STOP	135
1062 - BURGLARY	4	1063 - INVESTIGATE	7
1064 - SHOPLIFTING/LARCENY	28	1065 - ARMED ROBBERY	1
1068 - LIVESTOCK IN ROAD	5	1070 - IMPROPERLY PARKED VEHICLE	2
1073 - MENTAL SUBJECT	1	1077 - ASSIST FIRE DEPT.	5
1078 - ABANDONED VEHICLE	1	1080 - C & R DRIVER	15
1082 - DISABLED MOTORIST	13	1087 - VANDALISM	8
1088 - KEYS LOCKED IN VEHICLE	19	ADMIN - ADMINISTRATION	164
ASSAULT - ASSAULT	4	ASSIST OTHER AGENCY - ASSIST OTHER AGENCY	33
BUS DUTY - BUS DUTY	10	CHILD CUSTODY - CUSTODY EXCHANGE	2
CITIZEN ASSIST - CITIZEN ASSIST	123	CODE 10 - VIOLATION OF TOWN ORDINANCE	20
CODE 12 - BUILDING CHECKS	420	DISTURBANCE - DISTURBANCE	22
DRUG - DRUG/NARCOTIC	8	FOUND PROPERTY - FOUND/RECOVERED PROPERTY	1
FRAUD - FRAUD	6	HANGUP CALL - HANGUP CALL	9
HARRASSMENT / THREATS - HARRASSMENT / THREATS	2	LOST PROPERTY - LOST PROPERTY	4
MISSING/RUNAWAY - MISSING PERSON/RUNAWAY JUVENILE	1	SHOTS FIRED - SHOTS FIRED	4
SPEC. ASSIGNMENT - SPECIAL ASSIGNMENT/SELECTIVE ENFORCEMENT	7	TRAINING - TRAINING	1
TRESP - TRESPASSING/TRESPASSER	3	UNAUTHORIZE MV - UNAUTHORIZE USE OF MOTOR VEHICLE	2
VEH. MAINT. - VEHICLE MAINTENANCE	90		

Total Number Of Calls: 1,899

**ABERDEEN POLICE DEPARTMENT
MONTHLY
TRAINING REPORT**

DATE	EMPLOYEE	COURSE TITLE	LOCATION	HOURS
3/3/15	Weaver	In-Service Trainng	APD	8
3/3/15	Armstong	In-Service Trainng	APD	8
3/3/15	Rodger	In-Service Trainng	APD	8
3/3/15	Reilly	In-Service Trainng	APD	8
3/3/15	Kirk	In-Service Trainng	APD	8
3/3/15	Wyrick	In-Service Trainng	APD	8
3/3/15	Ricks	In-Service Trainng	APD	8
3/3/15	Bowers	In-Service Trainng	APD	8
3/3/15	Koscielniak	In-Service Trainng	APD	8
3/3/15	Wenzel	In-Service Trainng	APD	8
3/3/15	Smith	In-Service Trainng	APD	8
3/3/15	Parent	In-Service Trainng	APD	8
3/3/15	Chavis	In-Service Trainng	APD	8
3/3/15	Brooks	In-Service Trainng	APD	8
3/3/15	Williams	In-Service Trainng	APD	8
3/3/15	Newberry	In-Service Trainng	APD	8
3/10/15	Colasacco	In-Service Trainng	APD	8
3/10/15	Covington	In-Service Trainng	APD	8
3/10/15	Allen	In-Service Trainng	APD	8
3/10/15	Marino	In-Service Trainng	APD	8
3/10/15	Bailey	In-Service Trainng	APD	8
3/10/15	Torres	In-Service Trainng	APD	8
3/10/15	Adcox	In-Service Trainng	APD	8
3/10/15	Kearns	In-Service Trainng	APD	8
3/10/15	Davis	In-Service Trainng	APD	8
3/11-3/12	Williams	MDT Training	SCC	16
3/11-3/13	Davis	Leadership Development	RCC	24
3/11-3/13	Brooks	Leadership Development	RCC	24

BY Captain Weaver

TOTAL HOURS 376

MONTH: March, 2015

March 2015

Monthly Report

74 Cases March 2015

80 Cases March 2014

26 Cases Assigned to Investigators

10 Cases Further Investigation

5 Cases Closed by Arrest

4 Cases Inactive

2 Cases Refused to Cooperate

3 Cases 29's pending

2 Cases Recovered vehicles

1 Case Unfounded

48 Cases assigned to Patrol

6 Open Cases

12 Cases Inactivated

26 Closed by Arrest

1 Case Unfounded

1 Juvenile Petition

1 Refused to Cooperate

1 Closed Leads Exhausted

Calls for Service for the year 5993

Calls for Service last time this year 4469

14 Larceny Cases

11 Barring Notices

2 Motor Vehicle Thefts

2 Underage Drinking

5 Assaults

3 Calls for Service

1 Breaking and Entering

1 Robbery

1 Arson

1 Cyber Bullying

7 Property Damage

5 Warrants Served

2 City Ord Firarms

8 Drug Cases

6 Frauds

3 City Ord. Dog

1 Suspicious Person

1 Disorderly Conduct

4 RDO

1 Safekeeping

2 Stolen Property

1 Overdose

Aberdeen Fire Department

Monthly Report

March 2015



**Aberdeen Fire Department
2015 Monthly Report
Fire Calls for Service**

Month	Residential	Commercial	Auto Accidents	Brush	Medical Assist	Other	Total	Year To Date
Dec. 14	19	23	15	2	38	16	131	131
Jan. 15	32	39	8	1	43	9	132	263
Feb. 15	28	32	13	1	34	7	115	378
March 15	24	28	21	2	33	8	116	494
April 15								
May 15								
June 15								
July 15								
Aug. 15								
Sept. 15								
Oct. 15								
Nov. 15								

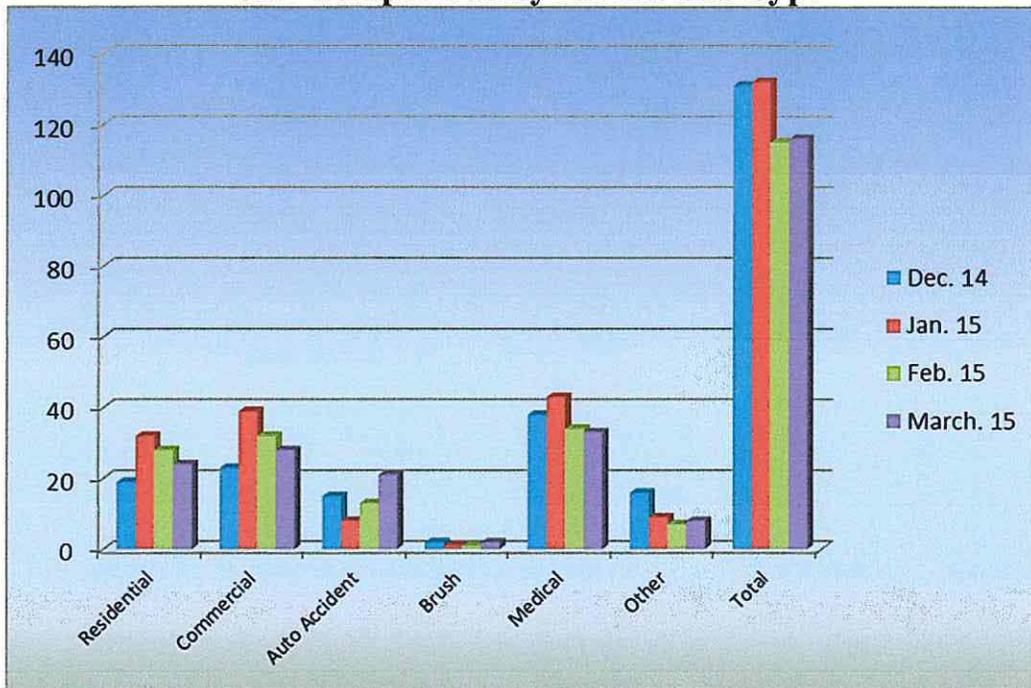
* Other includes (Vehicle fires, Transformer Fires, Electrical hazards, etc.)

**Aberdeen Fire Department
2015 Monthly Report
Training Hours**

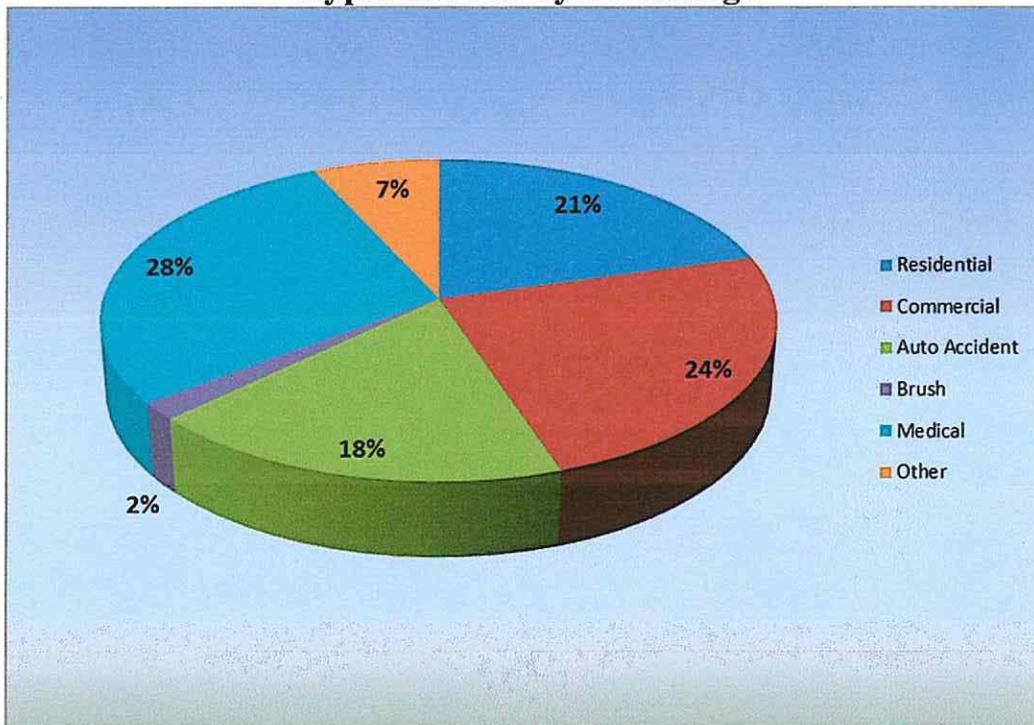
Month	In Station Hours	Out of Station Hours	Total Hours	Year to Date
Dec. 14	655	642	1297	1297
Jan. 15	678	72	750	2047
Feb. 15	698	28	726	2773
March 15	652	21	673	3446
April 15				
May 15				
June 15				
July 15				
Aug. 15				
Sept. 15				
Oct. 15				
Nov. 15				

March 2015

Call Comparison by Month and Type



Types of Calls by Percentage



Monthly Permit Summary

For the period of: 03/01/2015 to 03/31/2015 23:59:59

04/01/2015

Building

Permit #: 13894 **Permit Date:** 03/06/2015 **Status:** Issued **Estimated Cost:** \$9,500.00 **Permit Fees:** \$419.00
Construction Type: Commercial - Uplift
Property Information:
 1309 N Sandhills Blvd Aberdeen, NC 28315 (857006493860)

Permit #: 13900 **Permit Date:** 03/16/2015 **Status:** Active **Estimated Cost:** \$400,000.00 **Permit Fees:** \$3,778.25
Construction Type: Commercial - Uplift
Property Information:
 1832 N Sandhills Blvd Aberdeen, NC 28315 (857119614607)

Permit #: 13902 **Permit Date:** 03/16/2015 **Status:** Active **Estimated Cost:** \$0.00 **Permit Fees:** \$100.00
Construction Type: Fire Suppression System
Property Information:
 1680 Nc 5 Hwy Food Lion Aberdeen, NC 28315 (855100847837 Food Lion)

Permit #: 13904 **Permit Date:** 03/17/2015 **Status:** Active **Estimated Cost:** \$0.00 **Permit Fees:** \$100.00
Construction Type: Electrical
Property Information:
 1680 Nc 5 Hwy Food Lion Aberdeen, NC 28315 (855100847837 Food Lion)

Permit #: 13905 **Permit Date:** 03/18/2015 **Status:** Active **Estimated Cost:** \$15,000.00 **Permit Fees:** \$118.90
Construction Type: Commercial - Uplift
Property Information:
 3299 Nc 5 Hwy Aberdeen, NC 28315 (856012953753)

Total Number of Permits: 5

Total Cost of Permit Fees: \$4,516.15

Building/Zoning Compliance

Permit #: 13887 **Permit Date:** 03/04/2015 **Status:** Active **Estimated Cost:** \$0.00 **Permit Fees:** \$152.00
Construction Type: Residential - Uplift
Property Information:
 346 Shepherds Trl Aberdeen, NC 28315 (856000547199)

Permit #: 13888 **Permit Date:** 03/04/2015 **Status:** Closed **Estimated Cost:** \$0.00 **Permit Fees:** \$100.00
Construction Type: Shed
Property Information:
 346 Shepherds Trl Aberdeen, NC 28315 (856000547199)

Permit #: 13891 **Permit Date:** 03/05/2015 **Status:** Active **Estimated Cost:** \$187,000.00 **Permit Fees:** \$1,635.22
Construction Type: Residential - Single Family
Property Information:
 715 Legacy Lakes Way Aberdeen, NC 28315 (847800592753)

Permit #: 13892 **Permit Date:** 03/06/2015 **Status:** Active **Estimated Cost:** \$0.00 **Permit Fees:** \$169.56
Construction Type: Shed
Property Information:
 154 Vincent Way Aberdeen, NC 28315 (857117200188)

Monthly Permit Summary

For the period of: 03/01/2015 to 03/31/2015 23:59:59

04/01/2015

Permit #: 13893 **Permit Date:** 03/06/2015 **Status:** Issued **Estimated Cost:** \$5,618,443.20 **Permit Fees:** \$18,252.20
Construction Type: Commercial - New
Property Information:
 205 Columbus Dr Aberdeen, NC 28315 (857100410931)

Permit #: 13898 **Permit Date:** 03/12/2015 **Status:** Active **Estimated Cost:** \$147,960.00 **Permit Fees:** \$1,271.20
Construction Type: Residential - Single Family
Property Information:
 394 Shepherds Trl Aberdeen, NC 28315 (856000537742)

Permit #: 13899 **Permit Date:** 03/16/2015 **Status:** Active **Estimated Cost:** \$70,000.00 **Permit Fees:** \$941.60
Construction Type: Residential - Single Family
Property Information:
 605 Thomas Ave Aberdeen, NC 28315 (857009167825)

Permit #: 13908 **Permit Date:** 03/19/2015 **Status:** Active **Estimated Cost:** \$128,952.00 **Permit Fees:** \$1,298.84
Construction Type: Residential - Single Family
Property Information:
 490 Shepherds Trl Aberdeen, NC 28315 (856000527950)

Permit #: 13909 **Permit Date:** 03/19/2015 **Status:** Active **Estimated Cost:** \$150,174.00 **Permit Fees:** \$1,390.58
Construction Type: Residential - Single Family
Property Information:
 514 Shepherds Trl Aberdeen, NC 28315 (856000527655)

Permit #: 13910 **Permit Date:** 03/19/2015 **Status:** Active **Estimated Cost:** \$133,488.00 **Permit Fees:** \$1,313.96
Construction Type: Residential - Single Family
Property Information:
 502 Shepherds Trl Aberdeen, NC 28315 (856000527758)

Permit #: 13914 **Permit Date:** 03/26/2015 **Status:** Issued **Estimated Cost:** \$25,000.00 **Permit Fees:** \$200.00
Construction Type: Pool
Property Information:
 107 Walkabout Dr Aberdeen, NC 28315 (847900579663)

Permit #: 13919 **Permit Date:** 03/30/2015 **Status:** Active **Estimated Cost:** \$177,128.00 **Permit Fees:** \$1,354.34
Construction Type: Residential - Single Family
Property Information:
 765 Legacy Lakes Way Aberdeen, NC 28315 (847900501894)

Permit #: 13920 **Permit Date:** 03/31/2015 **Status:** Active **Estimated Cost:** \$213,840.00 **Permit Fees:** \$1,602.80
Construction Type: Residential - Single Family
Property Information:
 604 Longleaf Rd Aberdeen, NC 28315 (857000282024)

Permit #: 13921 **Permit Date:** 03/31/2015 **Status:** Active **Estimated Cost:** \$169,614.00 **Permit Fees:** \$1,448.38
Construction Type: Residential - Single Family
Property Information:
 603 Wildwood Rd Aberdeen, NC 28315 (857000282024)

Permit #: 13922 **Permit Date:** 03/31/2015 **Status:** Active **Estimated Cost:** \$197,640.00 **Permit Fees:** \$1,548.80
Construction Type: Residential - Single Family
Property Information:

Monthly Permit Summary

For the period of: 03/01/2015 to 03/31/2015 23:59:59

04/01/2015

601 Wildwood Rd Aberdeen, NC 28315 (857000282024)

Total Number of Permits: 15

Total Cost of Permit Fees: \$32,679.48

Electrical

Permit #: 13886 **Permit Date:** 03/04/2015 **Status:** Closed **Estimated Cost:** \$0.00 **Permit Fees:** \$50.00
Construction Type: Electrical
Property Information:
 195 Devon Cir Aberdeen, NC 28315 (857000910309)

Permit #: 13903 **Permit Date:** 03/16/2015 **Status:** Closed **Estimated Cost:** \$0.00 **Permit Fees:** \$50.00
Construction Type: Electrical
Property Information:
 290 Ridgeline Rd Aberdeen, NC 28315 (856005075619)

Permit #: 13907 **Permit Date:** 03/19/2015 **Status:** Closed **Estimated Cost:** \$0.00 **Permit Fees:** \$100.00
Construction Type: Electrical
Property Information:
 1606 N Sandhills Blvd Aberdeen, NC 28315 (857119506878)

Permit #: 13912 **Permit Date:** 03/23/2015 **Status:** Active **Estimated Cost:** \$0.00 **Permit Fees:** \$60.00
Construction Type: Electrical
Property Information:
 346 Shepherds Trl Aberdeen, NC 28315 (856000547199)

Permit #: 13916 **Permit Date:** 03/27/2015 **Status:** Active **Estimated Cost:** \$0.00 **Permit Fees:** \$0.00
Construction Type: Electrical
Property Information:
 837 Saunders Blvd Aberdeen, NC 28315 (858000094716)

Permit #: 13917 **Permit Date:** 03/27/2015 **Status:** Active **Estimated Cost:** \$0.00 **Permit Fees:** \$0.00
Construction Type: Electrical
Property Information:
 120 S Sycamore St Aberdeen, NC 28315 (857013220956)

Permit #: 13918 **Permit Date:** 03/30/2015 **Status:** Active **Estimated Cost:** \$0.00 **Permit Fees:** \$54.00
Construction Type: Electrical
Property Information:
 11145 Us 15-501 Hwy Aberdeen, NC 28315 (857100513633)

Total Number of Permits: 7

Total Cost of Permit Fees: \$314.00

Mechanical

Permit #: 13884 **Permit Date:** 03/03/2015 **Status:** Issued **Estimated Cost:** \$0.00 **Permit Fees:** \$75.00

Monthly Permit Summary

For the period of: 03/01/2015 to 03/31/2015 23:59:59

04/01/2015

Construction Type: Mechanical/Electrical
Property Information:
 2545 E Indiana Ave Aberdeen, NC 28387 (848902591934)

Permit #: 13889 **Permit Date:** 03/05/2015 **Status:** Closed **Estimated Cost:** \$0.00 **Permit Fees:** \$50.00
Construction Type: New Gas Line
Property Information:
 308 E Main St Aberdeen, NC 28315 (857014229558)

Permit #: 13890 **Permit Date:** 03/05/2015 **Status:** Active **Estimated Cost:** \$0.00 **Permit Fees:** \$95.00
Construction Type: Mechanical/Electrical
Property Information:
 101 Jordan Pl Aberdeen, NC 28315 (856007671772)

Permit #: 13896 **Permit Date:** 03/12/2015 **Status:** Closed **Estimated Cost:** \$0.00 **Permit Fees:** \$100.00
Construction Type: Mechanical/Electrical
Property Information:
 1902 N Sandhills Blvd Aberdeen, NC 28315 (857119624039)

Permit #: 13897 **Permit Date:** 03/12/2015 **Status:** Active **Estimated Cost:** \$0.00 **Permit Fees:** \$75.00
Construction Type: Mechanical/Electrical
Property Information:
 209 Sand Pit Rd Aberdeen, NC 28315 (856009077431)

Permit #: 13901 **Permit Date:** 03/16/2015 **Status:** Active **Estimated Cost:** \$0.00 **Permit Fees:** \$75.00
Construction Type: Mechanical/Electrical
Property Information:
 50 Prospect St Aberdeen, NC 28387 (857116849048)

Permit #: 13911 **Permit Date:** 03/19/2015 **Status:** Active **Estimated Cost:** \$0.00 **Permit Fees:** \$105.00
Construction Type: Mechanical/Electrical
Property Information:
 409 Johnson St Aberdeen, NC 28315 (857118418425)

Permit #: 13913 **Permit Date:** 03/24/2015 **Status:** Closed **Estimated Cost:** \$0.00 **Permit Fees:** \$105.00
Construction Type: Mechanical/Electrical
Property Information:
 150 Magnolia Square Ct Aberdeen, NC 28315 (857118408613)

Permit #: 13915 **Permit Date:** 03/27/2015 **Status:** Active **Estimated Cost:** \$0.00 **Permit Fees:** \$75.00
Construction Type: Mechanical/Electrical
Property Information:
 18 Providence Pl Aberdeen, NC 28315 (857119605953)

Total Number of Permits: 9

Total Cost of Permit Fees: \$755.00

Plumbing

Permit #: 13885 **Permit Date:** 03/04/2015 **Status:** Closed **Estimated Cost:** \$0.00 **Permit Fees:** \$50.00
Construction Type: Plumbing

Monthly Permit Summary

For the period of: 03/01/2015 to 03/31/2015 23:59:59

04/01/2015

Property Information:

716 N Poplar St Aberdeen, NC 28315 (857010368244)

Permit #: 13895 **Permit Date:** 03/10/2015 **Status:** Closed **Estimated Cost:** \$0.00 **Permit Fees:** \$50.00

Construction Type: Plumbing

Property Information:

228 Old Course Rd Aberdeen, NC 28315 (856000582524)

Permit #: 13906 **Permit Date:** 03/18/2015 **Status:** Active **Estimated Cost:** \$0.00 **Permit Fees:** \$50.00

Construction Type: Plumbing

Property Information:

107 Isleworth Pl Aberdeen, NC 28315 (857000093840)

Total Number of Permits: 3

Total Cost of Permit Fees: \$150.00

Sign

Permit #: **Permit Date:** 03/10/2015 **Status:** Created **Estimated Cost:** \$0.00 **Permit Fees:** \$75.00

Construction Type:

Property Information:

303 Fields Dr Aberdeen, NC 28315 (856011578140)

Permit #: **Permit Date:** 03/20/2015 **Status:** Issued **Estimated Cost:** \$0.00 **Permit Fees:** \$0.00

Construction Type: Banner

Property Information:

735 Sand Pit Rd Aberdeen, NC 28315 (855016831070)

Permit #: **Permit Date:** 03/26/2015 **Status:** Created **Estimated Cost:** \$0.00 **Permit Fees:** \$75.00

Construction Type:

Property Information:

1680 Nc 5 Hwy Food Lion Aberdeen, NC 28315 (855100847837 Food Lion)

Permit #: **Permit Date:** 03/13/2015 **Status:** Created **Estimated Cost:** \$0.00 **Permit Fees:** \$0.00

Construction Type: Freestanding Sign

Property Information:

11049 Us 15-501 Hwy Aberdeen, NC 28315 (857115521795)

Permit #: **Permit Date:** 03/26/2015 **Status:** Created **Estimated Cost:** \$0.00 **Permit Fees:** \$0.00

Construction Type:

Property Information:

108 W Main St Aberdeen, NC 28315 (857013232247)

Total Number of Permits: 5

Total Cost of Permit Fees: \$150.00

Zoning Compliance

Monthly Permit Summary

For the period of: 03/01/2015 to 03/31/2015 23:59:59

04/01/2015

Permit #: 15-30 **Permit Date:** 03/03/2015 **Status:** Created **Estimated Cost:** \$0.00 **Permit Fees:** \$50.00
Construction Type: Fence
Property Information:
 1070 Magnolia Dr Aberdeen, NC 28315 (857100008510)

Permit #: 15-31 **Permit Date:** 03/04/2015 **Status:** Created **Estimated Cost:** \$0.00 **Permit Fees:** \$50.00
Construction Type: Fence
Property Information:
 170 Devon Circle Aberdeen, NC 28315 (857000913509)

Permit #: 15-37 **Permit Date:** 03/10/2015 **Status:** Created **Estimated Cost:** \$0.00 **Permit Fees:** \$50.00
Construction Type: Fence
Property Information:
 322 Shepherds Trl Aberdeen, NC 28315 (856000548442)

Permit #: 15-38 **Permit Date:** 03/12/2015 **Status:** Issued **Estimated Cost:** \$0.00 **Permit Fees:** \$50.00
Construction Type: Commercial - Uplift
Property Information:
 1385 Old Us 1 Hwy Southern Pines, NC 28387 (857116841872)

Permit #: 15-39 **Permit Date:** 03/13/2015 **Status:** Issued **Estimated Cost:** \$0.00 **Permit Fees:** \$50.00
Construction Type: New Business
Property Information:
 108 W Main St Aberdeen, NC 28315 (857013232312)

Permit #: 15-40 **Permit Date:** 03/20/2015 **Status:** Issued **Estimated Cost:** \$0.00 **Permit Fees:** \$50.00
Construction Type: Fence
Property Information:
 125 Wayland St. Aberdeen, NC 28315 (857120717016)

Permit #: 15-41 **Permit Date:** 03/20/2015 **Status:** Issued **Estimated Cost:** \$0.00 **Permit Fees:** \$50.00
Construction Type: Fence
Property Information:
 135 Wayland St Aberdeen, NC 28315 (857120717016)

Permit #: 15-42 **Permit Date:** 03/23/2015 **Status:** Created **Estimated Cost:** \$0.00 **Permit Fees:** \$50.00
Construction Type: Fence
Property Information:
 732 Sun Rd Aberdeen, NC 28315 (857000084814)

Permit #: 15-43 **Permit Date:** 03/23/2015 **Status:** Created **Estimated Cost:** \$0.00 **Permit Fees:** \$50.00
Construction Type: Fence
Property Information:
 369 Shepherd Trl Aberdeen, NC 28315 (856000630924)

Permit #: 15-45 **Permit Date:** 03/23/2015 **Status:** Created **Estimated Cost:** \$0.00 **Permit Fees:** \$50.00
Construction Type: Fence
Property Information:
 105 Pecan Ln Aberdeen, NC 28315 (856015649099)

Permit #: 15-46 **Permit Date:** 03/25/2015 **Status:** Issued **Estimated Cost:** \$0.00 **Permit Fees:** \$50.00
Construction Type: Residential - Single Family
Property Information:

Monthly Permit Summary

For the period of: 03/01/2015 to 03/31/2015 23:59:59

04/01/2015

2025 Malta Ct Aberdeen, NC 28315 (855000892693)

Permit #: 15-48	Permit Date: 03/23/2015	Status: Created	Estimated Cost: \$0.00	Permit Fees: \$0.00
Construction Type:	New Business			
Property Information:				
303 Fields Dr Aberdeen, NC 28315 (856011578140)				

Permit #: 15-52	Permit Date: 03/30/2015	Status: Created	Estimated Cost: \$0.00	Permit Fees: \$0.00
Construction Type:	Residential - Single Family			
Property Information:				
415 Legacy Lakes Way Aberdeen, NC 28315 (847900430054)				

Permit #: 15-54	Permit Date: 03/31/2015	Status: Created	Estimated Cost: \$0.00	Permit Fees: \$0.00
Construction Type:	Residential - Single Family			
Property Information:				
135 Argyll Ave Aberdeen, NC 28315 (857000215580)				

Permit #: 15-58	Permit Date: 03/30/2015	Status: Created	Estimated Cost: \$0.00	Permit Fees: \$50.00
Construction Type:	New Business			
Property Information:				
108 Bud Pl Aberdeen, NC 28315 (856010477468)				

Total Number of Permits: 15

Total Cost of Permit Fees: \$600.00

TOTALS FOR ALL PERMITS

Total Number of All Permits: 59

Total Cost of All Permits: \$39,164.63



Town of Aberdeen Employee Newsletter

April/May 2015

Inside this issue:

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First Quit Program to be Offered	2
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New Police Officer Anthony Williams	2
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Wellness Incentive	3
OSHA Safety Course to be Held	3
Additional Items on Calendar of Events	4

Safety & Health Day Scheduled for May 20th

Mark your calendar for the 2015 Safety & Health Day scheduled for Wednesday, May 20th at Aberdeen Lake Park. The event will begin at 8:00 a.m. with many beneficial screenings including hearing, blood pressure, glucose, cholesterol, and body fat. Other activities will include educational classes, chair massages, and an opportunity to drive with drunk driving goggles. Educational classes will include "How to Grow your own Backyard Garden", "Learn How to Can Your Own Vegetables", Zumba, Annual fire extinguisher training, and an OSHA Instructor will be conducting a session on Slips, Trips and Falls. See the Town intranet site for a complete schedule: www.townofaberdeen.net/intranet.

Several vendors will be onsite and available for questions from employees including First Carolina Care, LGFCU, BB&T, Pro-Benefits (flexible spending accounts), Prudential 401-k & 457, First Quit, Employee Assistance Program, Colonial Life, First Health Fitness Center, Fitness Concepts, Pre-Paid Legal Services, and Sandhills Farm to Table.

Information will also be presented on any upcoming changes to medical, dental, life and vision insurance. If you need to make a change to dependent or spouse coverage, May 20th is the day to take care of those changes. Flexible spending enrollment forms will also need to be completed on May 20th.

At the conclusion of the morning activities, there will be a catered lunch provided by Texas Roadhouse that you will not want to miss. The menu will include BBQ ribs, steak, baked potatoes, green beans, salad, rolls, and dessert. Interdepartmental competitions will take place again this year, and dates are available below.

All Town offices will need to remain operational at all times of the day, so that Town business can still be conducted for the citizens of Aberdeen. Staff will need to be rotated throughout the morning so that everyone has an opportunity to participate in the Safety & Health Day. And for all those employees that participate, there will be drawings at the conclusion of the day at 4:00 p.m. for prizes.

Interdepartmental Competitions Scheduled

Now an annual tradition, departments will compete against each other for the sports trophies. Interdepartmental competitions will be held as follows:

- The tennis competition will be held on Wed., May 13th at 2:00 p.m. at Legacy Lakes. Contact Regina at Ext. 4515 to schedule your 2-person department team.
- The golf competition will be held at Legacy Links. The

date, time and cost are to be determined. Contact Joseph Keel at Ext. 4572 to schedule your 2-person department team.

- The Cornhole Competition will be held on Tues., May 12th at 5:15 p.m. at the Public Works Dept. Contact Cheryl at Ext. 4527 to schedule your 2-person dept. team.
- The Horseshoes Competition will be held on Thurs., May 14th at 5:15 p.m. at the Fire Department. Contact Kati at

Ext. 4541 to schedule your 2-person department team.

- The Bowling Competition will be held on Wed., May 6th at 6:00 p.m. at Sandhills Bowling Center. Cost is \$8 per person. Contact Jamie at Ext. 4509 to schedule your 5-person department team.
- The Relay Race will be held on Wed., May 20th at 1:30 p.m. at Aberdeen Lake Park. Contact Melissa at Ext. 4563 to schedule your 4-person department team.

Administrative

Professionals Day Weight Loss Competition — Phase II

Administrative Professionals Day is on Wednesday, April 23rd. All ladies working for the Town are cordially invited by the Town Manager to an Administrative Professionals Day Luncheon on Thursday, April 16th at 11:30 a.m. at La Poblanita.



According to a recent study, more than 2/3 of U.S. adults are overweight or obese. Approximately 21% of medical spending goes towards health conditions related to obesity. In order to reduce levels of obesity and those that are overweight in our workplace, the Town has offered a Phase II for the Weight Loss Competition.

All participants of the

Weight Loss Competition that lost a minimum of 3% of their body weight, are eligible for Phase II of the Weight Loss Competition. Phase II will run from April 1—June 17. All participants who are able to maintain their weight lost during the Weight Loss Competition will receive \$75 on June 17th. As an additional incentive for participants to keep the weight off, for

each % of weight lost between January 7th and June 17th (per participant), 1 hour of vacation leave will be awarded per % lost. Congratulations to all of the participants from Phase I who together lost a total of **278.2 pounds.**



Weight loss has been proven to reduce absenteeism, improve productivity, reduce worker's compensation claims, and improve overall health.

In the U.S., tobacco use is responsible for nearly 1 in 5 deaths, this equals about 480,000 early deaths each year.

First Quit Program to be Offered

For those employees wishing to stop using tobacco, the First Quit program will be offered beginning in June. First Quit is a comprehensive program using the latest techniques to assist tobacco users through the process of quitting smoking, chewing, and other forms of tobacco use. First Quit provides free supplies for tobacco cessation

including patches, lozenges, and gum. The program includes a customized quit plan, small group meetings, identification of triggers, coping strategies, medications, and regular support groups.

There is an additional incentive for those employees who quit using tobacco for

1 full year of \$100. Just be sure to notify HR of your quit date, and 1 year following that date (and no tobacco usage during that year), then \$100 will be added to your next paycheck. If you are interested in this program, be sure to sign up at the First Quit table at the Safety & Health Day.

Need Help on Managing Your Finances? Schedule a Free Individual Financial Planning Session

The Local Government Federal Credit Union will be offering free One-on-One Financial Planning Sessions. The Financial Advisors will work with employees one on one to provide assistance with managing your money, reducing debt, investing, and much more. An LGFCU Financial Advisor will work with you to create a customized solution, whether you need help in just one targeted area or the full range

of services, including budget review, credit report review, debt reduction review, savings review, retirement planning, investment planning, and end of life planning.



Be sure to stop by the LGFCU table at the Safety & Health Day to sign up for your free financial planning session. Sessions will be scheduled by appointment only.

New Police Officer Anthony Williams

Police Officer Anthony Williams began as an Aberdeen Police Officer on February 16th. Officer Williams comes to Aberdeen with police experience from the Town of Hamlet. Officer Williams was officially sworn in at the Town Board Meeting on March 23rd.



Sandhills Farm to Table Program to be Offered Again

The Town of Aberdeen encourages employees to support local farmers and eat healthy. The Sandhills Farm to Table program is offering produce boxes to be delivered every other Wednesday which will begin on April 15th and run through Aug. 5th.

Each produce box will have 6 to 10 different produce items depending on what is in peak for the week. The box is available in standard size (enough for 2 people who regularly eat produce) for \$16.00 each pay period. The Town of Aberdeen will

pay for the \$15 membership fee and \$6.44 of each produce box (original price is \$22.44) and the employee can have the \$16.00 subscription fee payroll deducted each pay period. Larger and/or more frequent boxes of produce are also available for an additional cost.

In 2014, \$350,000 went to Sandhills family farmers and artisans, and \$43,000 was contributed directly to community schools, churches, and organizations for hosting a Gathering Site.

In addition, you support grassroots efforts to preserve farmland, grow new

farmers, retain open lands and green space, and encourage sustainable production and

the growing of new crops for this area. Contact Regina or Jamie for more information and/or to sign up.

For more information on the produce box visit www.sandhillsfarm2table.com.



Wellness Incentive

In an effort to increase employee participation in preventive healthcare, provide motivation for tobacco use cessation, and increase overall better health of our employees, the Town implemented a new program effective July 1, 2014.

Employees will be required

to pay 10% of their health insurance effective July 1, 2015. However, a 10% wellness incentive will be offered to those employees who participate in the following three health-related activities during FY 2014-2015:

- Completion and submit-

tal of annual physical and Health Risk Assessment by 4/30/15.

- Participation in the "Tobacco Use 101" class for tobacco users.
- Participation in at least one additional wellness program during FY 2014-2015.

Address Changes

Remember to let HR know if you move so that your address can be updated and you can be kept up to date on your benefits.

OSHA Safety Course to be Held

Over the past year, the majority of our worker's compensation claims have been related to "Slips, Trips and Falls." Therefore, we will be conducting a special safety training to address this safety concern, and the course will be conducted by an OSHA Instructor.

Date: Wednesday, May 20th

Time: 3:00 p.m. - 4:00 p.m.

Location: Aberdeen Recreation Building

Prior to the class beginning, class participants will get to visit the Kona Ice truck to get a free frozen drink to enjoy during the class. By working together in a safe manner, we can minimize injuries and accidents in the workplace.



Town of Aberdeen

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Town website: www.townofaberdeen.net

Employee Intranet: www.townofaberdeen.net/intranet

Human Resources Staff



Regina M. Rosy, HR Director

Phone: 944-4515

E-mail: rrosy@townofaberdeen.net



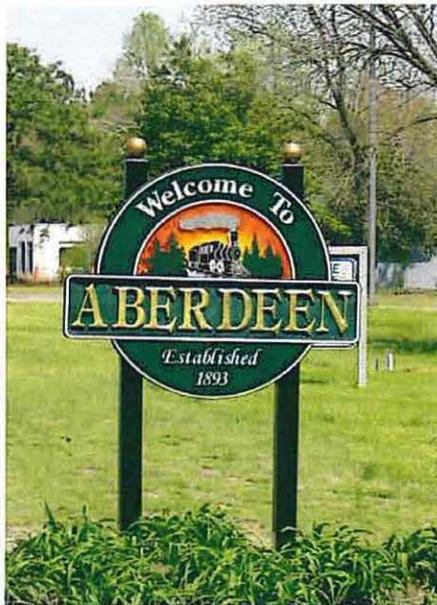
Jamie E. Dockery, HR Specialist

Phone: 944-4509

E-mail: jdockery@townofaberdeen.net

EMPLOYEE NAME

Additional Items on Calendar of Events



Town of Aberdeen Welcome Sign

- 4/3 Town Holiday—Good Friday
- 4/6 Time Sheets due for payroll by 5:00 p.m.
- 4/10 Pay Day
- 4/13 Work Session at 6:00 p.m.
- 4/16 Bon Accord articles due by 5:00 p.m.
- 4/20 Time Sheets due for payroll by 5:00 p.m.
- 4/24 Pay Day
- 4/27 Board Meeting at 6:00 p.m.
- 5/4 Time Sheets due for payroll by 5:00 p.m.
- 5/8 Pay Day
- 5/11 Work Session at 6:00 p.m.
- 5/15 Leadership Legacy Breakfast at 8:30 a.m.
- 5/18 Time Sheets due for payroll by 5:00 p.m.
- 5/20 Safety & Health Day
- 5/22 Pay Day
- 5/25 Town Holiday—Memorial Day
- 5/26 Board Meeting at 6:00 p.m.