

Agenda  
Regular Board Meeting  
Aberdeen Town Board

June 22, 2015  
Monday, 6:00 p.m.

Robert N. Page Municipal Building  
Aberdeen, North Carolina

1. Call to Order
  - a. Pledge of Allegiance.
2. Setting of the Agenda
3. Consent Agenda

All items listed below are considered routine or have been discussed at length in previous meetings and will be enacted by one motion. No separate discussion will be held except on request by a member of the Board of Commissioners.

- a. Minutes of Board Meeting on May 26, 2015, Work Session on June 8, 2015, and Closed Session on June 8, 2015.
  - b. Accept the Clerk's Certificate of Sufficiency.
  - c. Resolution Fixing Date of Public Hearing on the Question of Annexation Pursuant to G.S. 160A-31.
4. Informal Discussion and Public Comment
  - a. Stanley Graham – Issues on South Street.
5. Financial Report
6. Old Business
7. Public Hearings and New Business
  - a. Consider action on Fiscal Year 2015-2016 Budget Ordinance.
  - b. Consider action on Year-end Budget Amendments for Fiscal Year 2014-2015.

- c. Consider action on Amended Project Budget Ordinance for Ray's Mill Park Project.
- d. Continuation of Public Hearing for Conditional Zoning #15-01 Requested by Ken Howell to Conditionally Rezone Property located on Highway 211 from R20-16 to General Commercial - Conditional District.
- e. Consider action on Conditional Zoning #15-01 Requested by Ken Howell to Conditionally Rezone Property located on Highway 211 from R20-16 to General Commercial - Conditional District.
- f. Public Hearing for Conditional Use Permit #15-02 submitted by Concrete Services, LLC.
- g. Consider action on Conditional Use Permit #15-02 submitted by Concrete Services, LLC.
- h. Public Hearing for Conditional Use Permit #15-03 submitted by Bethesda Ives, LLC.
- i. Consider action on Conditional Use Permit #15-03 submitted by Bethesda Ives, LLC.
- j. Public Hearing on Amendment to the Code of Ordinances Regarding Consumption of Alcoholic Beverages.
- k. Consider action on an Ordinance Amending the Aberdeen Code of Ordinances Regarding Special Events.
- l. Public Hearing for Local Incentive Agreement with Reliance Packaging, LLC.
- m. Consider action on An Ordinance Amending the Aberdeen Code of Ordinances to Prohibit the Use of Tobacco Products and E-Cigarettes on Town Park and other Recreational Property.
- n. Consider action on An Ordinance Amending the Aberdeen Code of Ordinances with Regard to the Discharge of Firearms and the Possession of Weapons on Town Properties.
- o. Consider action on Resolution of Commitment to the NC Main Street Center for Participation in the Downtown Associate Community Program.

- p. Meeting Schedule Change.
8. Other Business
    - a. Grants Update Presentation.
  9. 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

Minutes  
Regular Board Meeting  
Aberdeen Town Board

May 26, 2015  
Tuesday, 6:00 p.m.

Robert N. Page Municipal Building  
Aberdeen, North Carolina

The Aberdeen Town Board met Tuesday, May 26, 2015 at 6:00 p.m. for the Regular Board Meeting. Members present were Mayor Robert A. Farrell, Mayor Pro-tem Jim Thomas, and Commissioners Elise Goodwin and Pat Ann McMurray. Commissioners Buck Mims and Joe Dannelley were not in attendance for the meeting. Staff members in attendance were Planner Daniel Martin, Planning Director Pam Graham, Town Manager Bill Zell, and Town Clerk Regina Rosy. Reporter for The Pilot Ted Natt, Grant Roper, Tim Marcham, Alicia Greenwalt, Dale Streicker, and Kenneth Byrd were also in attendance for the meeting.

1. Call to Order

a. Pledge of Allegiance.

Mayor Farrell asked everyone to please stand for the Pledge of Allegiance.

2. Setting of the Agenda

Manager Zell requested Items 7d and 8b be removed from the agenda. A motion was made by Commissioner McMurray, seconded by Commissioner Goodwin, to approve the setting of the agenda as amended. Motion unanimously carried 3-0.

3. Consent Agenda

All items listed below are considered routine or have been discussed at length in previous meetings and will be enacted by one motion. No separate discussion will be held except on request by a member of the Board of Commissioners.

a. Minutes of Board Meeting on April 27, 2015, Closed Session on April 27, 2015, and Work Session on May 11, 2015.

A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Goodwin, to approve the consent agenda as presented. Motion unanimously carried 3-0.

4. Informal Discussion and Public Comment

a. A Stroke of Patriotism – Grant Roper.

Mr. Roper stated an event will be held on July 18, 2015 from 2:00 p.m. – 4:00 p.m. at the Railhouse Brewery to raise money in support of Sandhills area disabled veterans and their families. Mr. Roper stated the event is organized by the Artists League of the Sandhills and the Railhouse Brewery, and 100% of the funds raised go to the veterans and their families as directed and managed by the organizing committee.

Mr. Roper stated the Mayors from Pinehurst and Southern Pines have agreed to paint a canvas to be used for the event, and he would like to request the Mayor of Aberdeen to also paint a canvas for the event. Mr. Roper stated he is also planning to request the closure of a small portion of Main Street on the afternoon of July 18, 2015 due to the projected traffic.

b. Ally Research 5k – Alicia Greenwalt.

Ms. Greenwalt stated she would really like to bring the Ally Research 5k to Aberdeen to raise money for mental health for veterans and soldiers. Ms. Greenwalt stated the website is [www.AllyResearch.org](http://www.AllyResearch.org). Ms. Greenwalt stated she is requesting to have the 5k in Aberdeen on October 10, 2015. Ms. Greenwalt stated the intent is to “shine the light” on mental health awareness, and have the 5k in the evening hours.

5. Financial Report

Manager Zell stated at the end of April, the General Fund is at \$372,234. Manager Zell stated we are still looking positive for year-end. For the Water and Sewer Fund, Manager Zell stated there were mostly expenses, and we are in the red \$175,878.65 for the end of April.

6. Old Business

None

7. Public Hearings and New Business

a. Public Hearing for Fiscal Year 2015-2016 Budget.

Mayor Farrell opened the Public Hearing for Fiscal Year 2015-2016 Budget.

Manager Zell stated the Town is mandated by General Statute to provide a budget message for the upcoming budget year. Manager Zell stated he is recommending a \$0.02 tax rate hike. Manager Zell stated revenue neutral came in at \$0.425, and a penny of tax would raise \$74,480 at a 98% collection rate. Manager Zell stated the budget includes a 1% cost of living increase for all full-time and part-time employees. Manager Zell stated there are no new employee positions for the upcoming budget year, and he is also implementing a hiring freeze. Manager Zell stated medical benefits costs will remain the same for the upcoming year, with no increase. Manager Zell stated the new valuation is \$760,000,000. Manager Zell provided a breakdown of Aberdeen's property valuation:

- Residential	\$384,169,936
- Commercial	\$285,786,600
- Motor Vehicles	\$49,906,160
- Industrial	\$26,109,224
- Utilities	\$14,028,080
- Total	\$760,000,000

Manager Zell stated budgeted employee benefits for the upcoming year include medical insurance, dental insurance, life insurance, health reimbursement account, 1% cost of living increase, 5% 401-k contribution, longevity, and Safety & Health Day.

Manager Zell stated General Fund Capital Expenditures include police software/hardware, two police vehicles, two in-car cameras, fire staff vehicle, wayfinding signs, playground equipment replacement, bobcat mower, and a salt spreader.

Manager Zell stated ad valorem taxes are 48.09% of the revenues, and intergovernmental/state taxes are 32.89% of the revenues. Manager Zell provided a breakdown of the departmental revenue percentages.

Manager Zell stated the Water and Sewer System budget highlights include the bulk water contract with Moore County, Well #23 and #24 in process, automated metering infrastructure, elevated tank maintenance, and water and sewer line repairs and expansion. The water and sewer rates will increase by 5% this upcoming year to maintain the system.

Manager Zell thanked his staff and the Board for their assistance and support during this budget process. Mayor Pro-tem Thomas asked if the two cars for the Police Department will work towards the take home vehicles for the Police staff. Manager Zell stated there is not enough money available for take home vehicles, but 2 police cars will be included in the budget.

Mayor Farrell stated unfortunately with the budget the way it is, there is no choice but to raise taxes in order to maintain services.

With no further discussion, Mayor Farrell closed the Public Hearing for Fiscal Year 2015-2016 Budget.

- b. Public Hearing on a Contiguous Annexation Request by Columbus Midtown Properties II, LLC.

Mayor Farrell opened the Public Hearing on a Contiguous Annexation Request by Columbus Midtown Properties II, LLC.

Director Graham stated the proposed annexation is for a 3.82 acre portion of a parcel located at the corner of Columbus Drive and South Hill Road. Director Graham stated all legal notices have been taken care of. Mr. Ray asked how long it will take to complete the Marriott Towne Place Suites project. Director Graham stated the projection she has heard is spring of 2016.

With no further discussion, Mayor Farrell closed the Public Hearing on a Contiguous Annexation Request by Columbus Midtown Properties II, LLC.

- c. Consider action on an Ordinance to Extend the Corporate Limits of the Town of Aberdeen, NC.

A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Goodwin to approve an Ordinance to Extend the Corporate Limits of the Town of Aberdeen, NC. Motion unanimously carried 3-0.

- d. Schedule a Public Hearing related to the Local Incentive Agreement with Reliance Packaging, LLC for June 8, 2015.

Item removed from agenda.

- 8. Other Business

- a. Update on PARTF Grant for Ray's Mill Pond.

Manager Zell stated this will be his final update on the PARTF Grant for Ray's Mill Park. Manager Zell stated last Thursday, May 21<sup>st</sup> the final construction meeting was held, and other than some minor final issues, the project is complete.

Manager Zell stated the Grand Opening and Ribbon Cutting will be held on Wednesday, June 3, 2015 at 11:00 a.m. Manager Zell stated he is disappointed that the Park Sign will not be installed prior to the Grand Opening.

Mayor Farrell stated Ray's Mill Park is a wonderful site, and is a testimony to the Town staff for their hard work on this project.

- b. Aberdeen Parks & Recreation / Lake Park Sign Pricing.

Item removed from agenda.

- c. Dale Streicker – citizen concern.

Dale Streicker stated he was concerned about the 10% cuts across the board. Manager Zell recapped for Mr. Streicker that 10% was just too deep for the cuts, and now the cuts have been decreased to 5%. Mr. Streicker stated he is also concerned that no cost of living increase is included for the employees. Manager Zell stated a 1% cost of living increase has now been put in for the employees.

9. Adjournment

A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Goodwin, to adjourn the Board Meeting. Motion unanimously carried 3-0.

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Regina M. Rosy, Town Clerk

Minutes were completed in  
Draft form on May 26, 2015

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Robert A. Farrell, Mayor

Minutes were approved  
on June 22, 2015

Minutes  
Work Session  
Aberdeen Town Board

June 8, 2015  
Monday, 6:00 p.m.

Robert N. Page Municipal Building  
Aberdeen, North Carolina

The Aberdeen Town Board met Monday, June 8, 2015 at 6:00 p.m. for the Work Session. Members present were Mayor Robert A. Farrell, Mayor Pro-tem Jim Thomas, and Commissioners Joe Dannelley, Buck Mims, Pat Ann McMurray, and Eleese Goodwin. Staff members in attendance were Planning Director Pam Graham, Police Chief Tim Wenzel, Planner Jae Kim, Planner Daniel Martin, Parks & Recreation Director Adam Crocker, Town Manager Bill Zell, and Town Clerk Regina Rosy. Attorney T.C. Morphis, Ken Howell, Bob Friesen, Kenneth Byrd, Ron Utley, Elena Jones, John May, Barbara Allred, Murray Williamson, and Reporter for The Pilot Ted Natt were also in attendance for the meeting.

Mayor Farrell called the meeting to order at 6:01 p.m.

1. Public Hearing for Conditional Zoning #15-01 Requested by Ken Howell to Conditionally Rezone Property located on Highway 211 from R20-16 to General Commercial - Conditional District.

Mayor Farrell opened the public hearing for Conditional Zoning #15-01 requested by Ken Howell to Conditionally Rezone Property located on Highway 211 from R20-16 to General Commercial – Conditional District.

Director Graham stated the total parcel taxable acreage is 7.17 acres, and at least 2/3 of the parcel is utilized by John Deere Landscapes, Howell's Masonry, and Jim's Gems and Gold. Director Graham stated an area comprising 4.8 acres was zoned General Commercial in 2004. A 200' x 525' area along the rear property boundary retains R20-16 zoning.

Director Graham displayed and reviewed a zoning map of the subject property and surrounding properties. Director Graham displayed an aerial image of the property, and also a Google earth aerial image from 2015. Director Graham displayed a survey of the property that showed where the zoning for the property changes. Director Graham stated the owner proposes a 30' easement to remain at the rear of the property.

Director Graham stated tonight's public hearing is to accept input from the public and the applicant on the proposal to conditionally rezone approximately 2.41 acres from R20-16 to General Commercial – Conditional District. Director Graham stated conditional zoning districts allow for the establishment of certain uses, which because of their nature or scale, have particular impacts on both the immediate area and the community as a whole. Director Graham stated conditional zoning is a legislative decision and is not quasi-judicial. Director Graham stated conditional zoning creates a new district specific to the parcel under consideration. The approval process imposes the standards for the district, limited to the subject property only, and may impose additional standards as determined to be appropriate. Conditional zoning was adopted by the General Assembly in 2005 and was not an option when the 2004 rezoning of the front portion of the property was approved. A standard rezoning to a business use district would not have permitted the Board to impose site-specific conditions to the property.

Conditional Zoning to the General Commercial – Conditional District allows the owner to expand business operations, but with conditions intended to reduce impacts that might be expected from the rezoning. The existing R20-16 zoning on the rear portion of the property carries no screening requirement for the adjacent residential uses.

Director Graham stated four structures are on the 7.17 acre site and serve three businesses: John Deere Landscapes, Howell's Masonry, and Jim's Gems & Gold.

Director Graham stated there is an undeveloped parcel immediately to the west and is adjoined by Aberdeen Bait & Tackle on its west side. Residential properties to the south (across Highway 211) and the east are generally rural in character and set back from the highway. Residential properties to the north (Bethesda Farms) are zoned R30-18 and are +/- ½ acre in size.

Director Graham stated there is a significant cross-slope which exists and has been altered through terracing of the property between the John Deere operation and the portion of the parcel to the east.

Director Graham displayed a GIS image from 2010 with conditions of the property and surrounding properties and the topography.

Director Graham stated the Future Land Use Map was adopted in 2005 and reflects the current split zoning of the property and is therefore inconsistent with the proposal. A finding of inconsistency does not preclude approval of the proposal but should be a part of the deliberation.

Director Graham stated the anticipated impact of the business expansion authorized by the rezoning is restricted to the adjoining residential properties to the rear and one adjoining property to the west. A mandated buffer/screening condition is recommended to address this impact. The amount and type of buffer/screening is at the Board's discretion. The impact of the expansion is not expected to have a negative impact on the community as a whole. The existing driveway and vehicle accommodation areas are adequate to support the expansion. The property exhibits significant tree cover and screening along the right-of-way.

Director Graham reviewed the recommended conditions:

(1) The applicant must conduct a community meeting with mailed notice prior to the public hearing. (This requirement has been met and may be removed). Director Graham stated she received a report of the mailed notices, and those in attendance at the community meeting.

(2) A "Type A" buffer as described in the UDO shall be provided along the full length of the rear and side property boundaries to a depth of no less than thirty feet from the rear property line. This condition may be satisfied by the use of preexisting vegetation, newly planted vegetation, or a combination of both. A solid plank fence may also be incorporated to partially satisfy the requirement but shall not constitute a full satisfaction of the requirement. Existing vegetation shall be maintained along the side property boundaries and along the highway right-of-way to a depth of no less than thirty feet from the property lines as required by Article XIX of the UDO. A site study shall be conducted to determine the most feasible use of either a berm with a fence of no more than six feet or an eight foot solid fence, or some combination thereof, to afford the best noise and light restrictions to neighboring properties to the north and the property to the west that adjoins the property proposed for rezoning, and to protect as much vegetation as possible.

(3) As required by Article XIX of the UDO, the removal of existing trees with a diameter at breast height of 12" or greater is prohibited without the expressed approval of the Planning Director.

(4) Conditional and Special Use Permits for the uses on the property are not required. The conditional zoning is contingent on approval of a final site plan, to include a stormwater management plan, by staff to insure compliance with the UDO. The plan shall include calculations showing that the post development runoff is no greater than the pre-development condition.

Director Graham discussed the Type A buffers and what it includes:

(1) 1 understory tree with a minimum height of 8' at the time of planting per 500 square feet (every 16.5 feet).

(2) At least 40% of the trees must be evergreen and must reach a height of 20-30' when mature.

(3) 1 shrub per 200 square feet (every 6 feet) of a species expected to reach a height of 36" or more within 5 years of planting.

(4) Existing vegetation may be used to meet part or all of the requirements.

Director Graham stated she received an email from Mr. Bowman, who lives at 1308 Devonshire Trail, with some questions. Director Graham read the email which stated Mr. Bowman does not support the rezoning request. Mr. Bowman's concerns/requests include: mailed notice did not allow for sufficient time to rearrange schedule, noise survey to be completed, hours of operation 8 a.m. -5 p.m. Monday thru Friday only, and no weekends or holidays.

Director Graham read a letter received from Mr. Bob Friesen, who is representing Ken Howell on this matter. Director Graham stated the letter from Mr. Friesen speaks to the recommended condition #2 and stated any site study required may also allow as a determination that no fence shall be required and he objects to the requirement of a solid plank fence to satisfy the buffer requirement. Director Graham stated she also received a video from Elena Jones of work being performed on the property at night. Mayor Pro-tem Thomas asked how much of a 30' buffer is still left at this point. Director Graham stated she does not know if the buffer left would meet the Type A buffer requirement of 30'. Mr. Ken Howell stated right now, currently, he plans to have a minimum of at least 80' for the buffer. Mayor Pro-tem Thomas asked if anything has been cleared within 30' of the rear property line? Mr. Howell stated no, he has not cleared within the 30' buffer.

Mr. Ron Utley stated he questions how we even ended up here tonight. Mr. Utley stated his kids were woken up one morning at 2:45 a.m. while work was being done on the site. Mr. Utley stated back in 2004 he believes the Board was trying to protect local residents from this business, and he thinks what is happening currently on the property is downright criminal. Mr. Utley stated he proposed a 130' buffer, rather than just a 30' buffer. Mr. Utley stated greed is driving this issue. Mr. Utley stated there is an erosion problem because of the clearing that is taking place. Mr. Utley stated by the time he received the mailed notice for the community meeting, the date of the meeting had already passed. Mr. Utley stated what he would ask the Board to consider is to honor the 200' buffer that was agreed upon in 2004.

Elena Jones, 1306 Devonshire Trail, stated this started back on March 28<sup>th</sup> at 8:00 a.m. when large trees began falling on the property. Ms. Jones stated she is concerned about what if Mr. Howell went out of business, what business would go in next, and would be within 30 feet of her property boundary. Ms. Jones stated this business operates Monday – Sunday, all hours of the day currently. Ms. Jones stated she believes this will also affect the value of real estate in the area. Ms. Jones stated there was a house for sale in her neighborhood, but once the potential home buyer realized the buffer was being reduced, the offer was taken back.

Elena Jones read a letter from Paul Whitaker, 1304 Devonshire Trail, and he purchased property in 2001 and he is not in favor of this conditional zoning either.

Murray Williamson stated his company The Basil Group is building homes in the Devonshire area, which will be adversely affected by this potential zoning change. Mr. Williamson stated several months ago, there was a large storm that came through (2 trenches had been dug) and all the water ran down the easement towards his properties he is developing. Mr. Williamson stated he believes this type of action is criminal. Mr. Williamson stated if proper buffering and water management takes place, then maybe he could look favorably at this. Director Graham stated she walked the property with Mr. Williamson to research the drainage issues he referenced. Director Graham read excerpts from the UDO that addressed the drainage issues, and the impacts to Mr. Williamson's properties did not meet the threshold. Director Graham stated she did speak with Kenny Love with John Deere to let him know of the local residents' concerns about the drainage.

Director Graham stated the removal of the vegetation is not a violation of the UDO, and she did not see any evidence of trees greater than 12" in diameter that had been taken down. Director Graham stated the 200' buffer has been encroached upon by Mr. Howell.

Mr. Howell stated the mailed notices were mailed on a Monday, but additional notices were also put in the mailboxes on Tuesday, and the meeting was held on Thursday at 3:00. Mr. Howell stated he contacted John Deere to see why there was business going on during the night hours. Mr. Howell stated there was a delivery of sod late one night, and that type of operation has now ceased. Mr. Howell stated his grading contractor delivered equipment on a week day, not a weekend. Mr. Howell stated the operating hours for John Deere are 7:30 a.m. – 4:30 p.m. Mr. Howell stated there is still work to do when the business is closed. Mr. Howell stated LKC Engineering looked at the drainage issue, and 26% of the 7.17 acres is impervious. Mr. Howell stated the average is 75%, so he is 1/3 average. Mr. Howell stated he leases space on his property to other businesses, as part of his business.

Commissioner Mims asked Mr. Howell if the Board would consider approval of this item, would Mr. Howell consider addressing the drainage issues. Mr. Howell stated "sure".

Mr. Friesen stated he agrees the notice was short for the community meeting, but he feels like nonetheless the notice was given. Mr. Friesen stated it does not appear there were any violations of any of the trees that were removed. Mr. Friesen stated any owner could have done the same thing removing vegetation. Mr. Friesen stated this is a great opportunity to allow expansion of John Deere, and impose restrictions to protect the residential properties nearby. Mr. Friesen stated all of these issues brought up tonight will not be addressed, if this conditional zoning is not approved in some form.

Mayor Farrell stated he was on the Board in 2004 and when he voted in 2004 he was comfortable with a 200' buffer at the rear of this property. Attorney Morphis stated there would not have been a written agreement in 2004 for the conditions of the rezoning, since all the Board could have done back then was either approve or deny, with no conditions. Mayor Farrell stated he would not have voted for the development of Mr. Howell's property unless there was a 200' buffer.

Commissioner McMurray stated the Board in 2004 was very conscious of protecting the residents behind the property.

Attorney Morphis stated if the Board is inclined to approve the rezoning, he would ask the Board to consider and discuss spot zoning. Attorney Morphis stated he would not really consider this spot zoning. Attorney Morphis stated if a judge believes this is spot zoning, then they will want to know if the Board has good reasoning. Attorney Morphis stated if the Board is inclined to approve this item, he would want this discussion included in the record:

- Size of the tract at issue (in this case the tract is small, and would not be permissible).
- Whether the proposed zoning is compatible with the existing comprehensive zoning plan.
- Benefits and detriments resulting from the rezoning to the property owners in the surrounding community.
- Relationship between uses of the new zoning and present adjacent uses.

Director Graham stated the staff report includes a statement that the "proposal is considered by staff to be consistent with goals, strengths, and opportunities included in the plan but inconsistent with the plan's Future Land Use Map."

Mr. Utley asked Attorney Morphis if the Board can impose additional conditions on the proposed conditional zoning to protect the residential neighbors. Attorney Morphis stated in quasi-judicial matters, the Board can impose whatever conditions they feel are appropriate. Attorney Morphis stated with conditional zoning, the Board can ask for certain conditions, but the applicant has to agree to those conditions. Commissioner Mims asked for a rezoning such as this, can you include a condition, that if the business owner changes, the conditional zoning would be removed. Attorney Morphis stated no you can't, but you could limit the use of the property to current uses, and if the owner wants to change it, then the conditional zoning would be out.

Mr. Utley asked if the Board does not approve this conditional zoning, what would prevent Mr. Howell from cutting down additional trees. Director Graham

stated she would only have authority to stop the cutting of trees 12" in diameter or greater, and only as a precursor to development activities. Director Graham stated the tree ordinance only provides protection for development activity. Director Graham stated residential against residential, there is no requirement in the UDO.

Commissioner Dannelley asked Mr. Howell if any consideration has been given to using other portions of the property to allow the additional business space needed, without using the 200' buffer area. Mr. Howell stated he has looked at every opportunity, and unfortunately due to elevations on the property, the right side of the property would not be an option, but the left side could potentially be used if a new driveway was cut in, but that is not the preferable option. Commissioner Dannelley asked in 2004 when Mr. Howell knew there was a 200' buffer did he always hope to keep that buffer to protect the residents. Mr. Howell stated at the time in 2004 that was all he could get the Board to approve, but he always hoped to get it rezoned so he could expand his business on the property. Mr. Howell stated if he were to develop the rear 2 acres being considered for conditional zoning as residential properties, he would only be required to have a 15' buffer, rather than the current 200' buffer.

Commissioner Mims stated everything comes down to protecting families. Commissioner Mims stated it's always a goal to find a middle ground. Mayor Farrell stated Aberdeen is the fastest growing city in the Cape Fear region, according to the Fayetteville Observer. Mayor Farrell stated a good part of the growth is residential. Aberdeen was also rated the 8<sup>th</sup> most business friendly in the State of North Carolina.

With no other discussion, Mayor Farrell closed the Public Hearing for Conditional Zoning #15-01 Requested by Ken Howell to Conditionally Rezone Property located on Highway 211 from R20-16 to General Commercial - Conditional District.

2. Consider action on Conditional Zoning #15-01 Requested by Ken Howell to Conditionally Rezone Property located on Highway 211 from R20-16 to General Commercial - Conditional District.

Commissioner Mims stated he would like to have the opportunity to visit the site and consider this item further before action. A motion was made by Commissioner Mims, seconded by Commissioner Goodwin, to move this item to the

June 22<sup>nd</sup> Regular Board Meeting agenda. Commissioner Dannelley stated he has listened very carefully to both sides, and he would offer up a challenge. Commissioner Dannelley stated what he is hearing is that there is some possibility for compromise. Commissioner Dannelley stated he has heard fences, 30' to 100', berms, fixing problems not even related to the public hearing, etc. Commissioner Dannelley stated he hears compromise, but he does not have enough information to determine how to reach that compromise. Commissioner Dannelley stated he feels like there is some unfinished business to attempt to reach a compromise. Commissioner Dannelley stated he would encourage all of those involved to work with the Planning Director to see if there might be a compromise reached. Commissioner Mims stated both parties will win if a compromise can be reached. Attorney Morphis stated since it is sounding like there could be new information presented, he recommends the Board consider reopening the public hearing and continuing it to 6/22/15 meeting so that additional notice would not have to be provided. Commissioner Mims withdrew his motion.

A motion was made by Commissioner Dannelley, seconded by Commissioner Goodwin, to reopen the public hearing and continue it to the Regular Board Meeting scheduled for 6/22/15. Commissioner Dannelley stated the expectation is that in 2 weeks at the 6/22/15 meeting, the Board can make a decision on this item. Motion unanimously carried 5-0. Mr. Howell stated he will hold another community meeting on the property prior to the 6/22/15 meeting.

The meeting moved from the Rotunda to the Conference Room at this point.

3. Variance and Special Exception Amendment Draft.

Director Graham stated there is a backlog of text amendments that will be coming before the Board. Director Graham explained a recent site inspection for a lot located at 175 Devon Circle where staff observed a pre-fab shed on the adjacent property that did not appear to meet the required 10' side setback requirement. After researching, it was discovered that no zoning permit had been pulled and staff began attempting to contact the property owners. Communication was difficult as it was learned that one of the property owners had deployed to Afghanistan. Staff began an enforcement case on the matter, but delayed levying civil penalties as they attempted to work with the homeowners using a less stringent approach. Director Graham stated she reached out to the Town Attorney to see if other options were

available and the possibility of using the "Special Exception" section of the UDO. Director Graham stated Special Exceptions allow for special circumstances to be considered when setback requirements are not being met, however, the language applies to building setback requirements and does not address accessory structure setback requirements. Director Graham stated staff is proposing the Board consider adding a new subsection "F" to the Special Exception language that specifically addresses accessory structures, and allows for setback reduction to as little as zero feet when the following requirements have been met:

- that issuance of the permit will not create a threat to the public health or safety; and
- that issuance of the permit will not adversely affect the value of adjoining or neighboring properties. Competent evidence of this must be demonstrated, with one method being that a petition signed by affected property owners be submitted stating that they do not believe their property values will be adversely affected by issuance of the permit.

Director Graham stated this is for information only at this point. Attorney Morphis stated the reason special exceptions exist is to provide relief from the ordinance.

4. Schedule Public Hearing for Local Incentive Agreement with Reliance Packaging.

Item scheduled for Public Hearing on 6/22/15.

5. Schedule a Public Hearing for Conditional Use Permit #15-02 submitted by Concrete Services, LLC.

Item scheduled for Public Hearing and New Business on 6/22/15.

6. Schedule a Public Hearing for Conditional Use Permit #15-03 submitted by Bethesda Ives, LLC.

Item scheduled for Public Hearing and New Business on 6/22/15.

7. An Ordinance Amending the Aberdeen Code of Ordinances to Prohibit the Use of Tobacco Products and E-Cigarettes on Town Park and other Recreational Property.

Parks & Recreation Director Adam Crocker stated in the interest of public health, he is recommending banning the use of all tobacco products and e-cigarettes in Town parks and other recreational properties. Attorney Morphis stated it is lawful to regulate these products currently, but the State could change the law down the road. Agenda Item scheduled for New Business on 6/22/15.

8. An Ordinance Amending the Aberdeen Code of Ordinances with Regard to the Discharge of Firearms and the Possession of Weapons on Town Properties.

Chief Tim Wenzel stated as a result of last July 4<sup>th</sup>, there was some concern about citizens carrying weapons on town properties. Attorney Morphis stated Towns have authority to outright prohibit open carry on any Town properties. Attorney Morphis stated there is a statute that protects concealed carry weapons. Commissioner Mims wanted to know why this was proposed. Chief Wenzel stated 2-3 people approached police staff about a gentleman that was openly carrying a gun this past July 4<sup>th</sup>. Commissioner Mims stated he would not want to have a knee jerk reaction to a situation that doesn't warrant it. Commissioner Mims stated he is an advocate for citizens legally carrying weapons. Commissioner Dannelley stated he would like to understand how this item went from banning open carry weapons at special events only, versus "all town properties, 365 days a year". Attorney Morphis stated he will research it and determine why Attorney Benshoff recommended this ordinance. Director Crocker stated Attorney Benshoff was concerned about defining what is a special event, etc. Commissioner Dannelley suggested just focusing on specific events, rather than broadening the ordinance. Agenda Item scheduled for New Business on 6/22/15.

9. Parks & Recreation Fees and Charges Amendment.

Director Crocker stated this amendment is to include fees for Ray's Mill Park. A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Mims, to approve the Parks & Recreation Fees and Charges Amendment. Commissioner Dannelley thanked Director Crocker for quickly getting these fees added in, since Ray's Mill Park is now open for business. Motion unanimously carried 5-0.

10. Petition for Voluntary Contiguous Annexation submitted by PCC Realty, LLC.
  - a. Accept the Petition Requesting Annexation.

Director Graham thanked John May for attending this unusually long meeting, since he is representing the applicant for this item. Attorney Morphis pointed out that the Town would not be taking over the maintenance for Clearwater Drive, which is located on the proposed property. Attorney Morphis stated there is a subdivision plat and this proposed annexation does not include lots 5, 10, 14, 15, 17, 20, 21, 22, 25, 29, 30, 31, 32, 35, 36, 37, 38, 46, and 48. A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Goodwin, to accept the petition requesting annexation. Motion unanimously carried 5-0.

- b. Resolution Directing the Clerk to Investigate a Petition for Annexation.

A motion was made by Commissioner Mims, seconded by Commissioner Goodwin, to approve the Resolution Directing the Clerk to Investigate a Petition for Annexation. Motion unanimously carried 5-0.

- c. Accept the Clerk's Certificate of Sufficiency.

Agenda Item scheduled for Consent Agenda on 6/22/15.

- d. Resolution Fixing Date of Public Hearing on Question of Annexation.

Agenda Item scheduled for Consent Agenda on 6/22/15.

- 11. Fiscal Year 2015/2016 Budget Deliberation.

Manager Zell reviewed the changes he has made to the FY 2015/2016 Budget since the public hearing. Manager Zell stated a 1% cost of living increase for employees is now included in the budget, and a line item was created for the Friends of the Aberdeen Library for \$1,000. Commissioner Dannelley stated the original budget did not include any funds to move forward with the Aberdeen Police Department project, but Manager Zell has now been able to include \$58,000 in the budget to obtain architectural renderings for the project. Commissioner Dannelley stated \$151,000 was freed up by holding off on the stormwater project, since NCDOT was not in a position to put up any money. Commissioner Dannelley expressed concern about spending \$58,000 for the drawings for the Police Department, without knowing for sure if it's exactly what Aberdeen needs. Commissioner Mims stated he would like to hire a professional to work with the Town staff on designing this building so that we can make sure we get the best

design for Aberdeen. Mayor Pro-tem Thomas stated he believes Aberdeen could see a more direct effect by getting take home vehicles for officers, instead of spending \$3 million on a new building. Agenda Item scheduled for New Business on 6/22/15.

12. Discuss Goals/Objectives for Strategic Plan.

Commissioner Dannelley stated we are down to the final 2 goals for the Strategic Plan and he is proposing those to be:

- Enhance Town Departmental Core Services
- Balanced Capital Improvement

Commissioner Dannelley stated the plan will be to integrate these into the daily business and agendas for meetings. Commissioner Dannelley stated he offers these up for discussion. A motion was made by Commissioner Goodwin, seconded by Commissioner Mims, to approve the final 2 goals with objectives for the Strategic Plan. Motion unanimously carried 5-0.

13. Other Business.

a. Amendment to the Code of Ordinances.

Director Graham stated a local business owner has proposed an amendment to the Code of Ordinances to allow "beer tents" during special events. Director Graham stated a public hearing is not required for this item, but the Board could elect to have a public hearing if they would like. Mayor Farrell asked if Southern Pines and Pinehurst currently allow this. Director Graham stated yes, this has become very common, and Southern Pines and Pinehurst already have such an ordinance. Commissioner Dannelley and Mayor Farrell stated it is time for Aberdeen to take a look at this. Director Graham is going to research some language to be used for the ordinance. Agenda Item scheduled for Public Hearing and New Business on 6/22/15.

14. Closed Session pursuant to N.C.G.S. 143-318.11 (a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body.

A motion was made by Commissioner Mims, seconded by Commissioner Goodwin, to go into Closed Session pursuant to N.C.G.S. 143-318.11 (a)(4) to discuss

matters relating to the location or expansion of industries or other businesses in the area served by the public body. Motion unanimously carried 5-0.

The Board returned from Closed Session.

15. Adjournment.

A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Mims, to adjourn the Work Session. Motion unanimously carried 5-0.

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Regina M. Rosy, Town Clerk

Minutes were completed in  
Draft form on June 8, 2015

---

Robert A. Farrell, Mayor

Minutes were approved  
on June 22, 2015

DRAFT



# 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:** 6/16/15

**Agenda Item Title:** Items Regarding the Petition for Annexation Submitted by PCC Realty, LLC

**Date of Board Meeting to hear this item:** 6/22/15

**Board Action Requested:**

New Business   
Old Business   
Public Hearing   
Other Business

Information Only   
For Action at Future Meeting  Date 8/24/15  
Informal Discussion & Public Comment   
Consent Agenda

**Summary of Information:**

New Business:

1. Accept the Town Clerk's Certificate of Sufficiency
2. Adopt the Resolution Fixing the Date of the Public Hearing on the Question of 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 – June 22, 2015 Regular Meeting**

**Request:**

Schedule Public Hearing Related to a Petition for Contiguous Annexation for PCC Realty, LLC

**Prepared by:**

Pamela Graham,  
Planning Director

**Description of Request**

A petition for Contiguous Annexation submitted by John May on behalf of PCC Realty, LLC was accepted by the Board of Commissioners during the June 8, 2015 Work Session. Following acceptance of a petition for annexation the Board of Commissioners shall proceed as follows (dates of actions already taken are provided):

- Adoption of a resolution directing the Clerk to investigate the petition for sufficiency (6/8/15);
- Acceptance by the Board of the Clerk's Certificate of Sufficiency (current meeting agenda);
- Adoption of a Resolution Fixing the Date of the Public Hearing on the annexation (current meeting agenda);
- Public Hearing to be held;
- Adoption of an ordinance to extend the corporate limits of the Town of Aberdeen, North Carolina.

The proposed annexation is for three parcels and a portion of a fourth and constitutes those areas not previously developed as golf course and those residential lots that have not been sold to third parties, all properties associated with The Pit Golf Course. The properties, totaling more than 400 acres, are described on the attached deed and plat.

**Staff Recommendation**

Staff recommends that the Board accept the Clerk's Certificate of Sufficiency and schedule a Public Hearing for August 24, 2015 to accept public input and consider the annexation petition.

**CERTIFICATE OF SUFFICIENCY**

To the Board of Commissioners of the Town of Aberdeen, North Carolina:

I, Regina M. Rosy, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that aforementioned petition is signed by all owners of real property lying in the area described therein, in accordance with G. S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Aberdeen, this 16<sup>th</sup> day of June, 2015.

Regina M. Rosy  
Regina M. Rosy, Town Clerk



**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION  
OF ANNEXATION PURSUANT TO G.S. 160A-31**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Town of Aberdeen Municipal Building at 6:00 PM on August 24, 2015.

Section 2. The area proposed for annexation is described as follows:

Those certain tracts or parcels of land described as Tracts A, B, C and E as shown on a plat entitled "Map of a Boundary Survey of The Yadco of Pinehurst, Inc. Lands for PCC Realty Corp., Sandhills Township, Moore County, In and Near Aberdeen, North Carolina" dated April 25, 2000 prepared by Blue: Land, Water, Infrastructure, PA and recorded in Plat Cabinet 7, Slide 884 of the Moore County Public Registry, reference to which is herewith made (the "Plat"),

LESS AND EXCEPTING:

The following property from the description of Tract E: all of Lots 5, 10, 14, 15, 17, 20, 21, 22, 25, 29, 30, 31, 32, 35, 36, 37, 38, 46, and 47 as shown on the Plat and the roads within Tract E as shown on the Plat.

Section 3. Notice of the public hearing shall be published in The Pilot, a newspaper having general circulation in the Town of Aberdeen, at least ten (10) days prior to the date of the public hearing.

Adopted this the 22<sup>th</sup> day of June, 2015

ATTEST:

\_\_\_\_\_  
Robert A. Farrell, Mayor

\_\_\_\_\_  
Regina M. Rosy, Town Clerk

BOOK PAGE  
01616 00366

MOORE COUNTY NC 04/28/2000  
\$4661.00



Real Estate  
Excise Tax

2000 APR 28 P 12:55

MRS. JUDITH M. ADAMS  
REGISTER OF DEEDS  
MOORE COUNTY, N.C.

006097

TAX ADDRESS PO Box 545, Pinchurst, NC 28370  
RECORDING \$12.00  
STAMP \$4661.00  
TOTAL \$4673.00 pd.

Excise Stamps \$

Recording Time, Book & Page

Drafted by John M. May, Attorney at Law  
120 Applecross Road  
Pinchurst, NC 28374

Brief Description for Index: 450 acres, Sandhill Twp.

**NORTH CAROLINA GENERAL WARRANTY DEED**

THIS GENERAL WARRANTY DEED made this 27th day of April, 2000, by and between **YADCO OF PINEHURST, INC.**, a North Carolina corporation (hereafter "Grantor"), with an office located in Fayetteville, Cumberland County, North Carolina, and **PCC REALTY CORP.**, a North Carolina corporation (hereafter "Grantee") with its principal office located in Pinehurst, Moore County, North Carolina.

**WITNESSETH:**

The Grantor, for valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in/near the City of Aberdeen, Sandhill Township, Moore County, North Carolina, and more particularly described as follows:

See Exhibit "A" attached hereto and herein incorporated by reference.

Subject and together with utility easements and restrictive covenants that are enforceable against the property, if any, and the lien for ad valorem property taxes for the current year to be prorated at closing.

The property hereinabove described was acquired by Grantor by instruments recorded in Book 351, at Pages 532, 535, 537, 540, and 542, Moore County Registry.

*May*

BOOK PAGE  
01616 00367

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions noted herein.

The designations "Grantor" and "Grantee" as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals, or if corporate caused this instrument to be executed by its appropriate official, the day and year first above written.

YADCO OF PINEHURST, INC.

By: C. Thomas Wood  
President Title

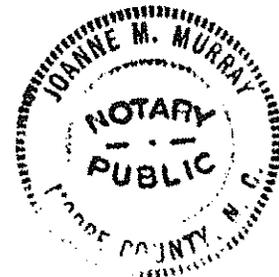
NORTH CAROLINA, Moore COUNTY

I, Notary Public of the County and State aforesaid, certify that C. Thomas Wood personally came before me this day and acknowledged that he is the President of Yadco of Pinhurst, Inc., a North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 28<sup>th</sup> day of April, 2000.

My commission expires: 12-10-2001 Joanne M Murray  
Notary Public

NORTH CAROLINA-MOORE COUNTY  
The foregoing certificate(s) Joanne M. Murray  
a Notary/Notaries Public  
is/are certified to be correct.  
This 28<sup>th</sup> day of April 2000  
JUDITH M. ADAMS, REGISTER OF DEEDS  
Steve W. Clark ASSISTANT/DEPUTY



BOOK PAGE

01616 00368

EXHIBIT "A"

BEING all of Tracts A, B, C, D, and E as shown on a map entitled "Map of Boundary Survey of The Yadco of Pinehurst, Inc. Lands for PCC Realty Corp., Sandhills Township, Moore County, In and Near Aberdeen, North Carolina," dated April 25, 2000, prepared by Blue: Land, Water Infrastructure, PA, and recorded in Plat Cabinet 7, Slide 894, both of the Moore County Public Registry, reference to which is herewith made for a more complete description.

Together with and subject to the rights and obligations set forth in those certain Deeds of Easements for Access, both dated April 25, 2000, and recorded in Book 1616, Page 348, and in Book 1616, Page 345, of the Moore County Public Registry.



Areas

Tract A	87.05 acres
Tract B	49.31 acres
Tract C	282.26 acres
Tract D	30.30 acres
Total	448.92 acres

\* Tract E includes off of Diablenator Highway areas lots 5, 10, 14, 15, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47

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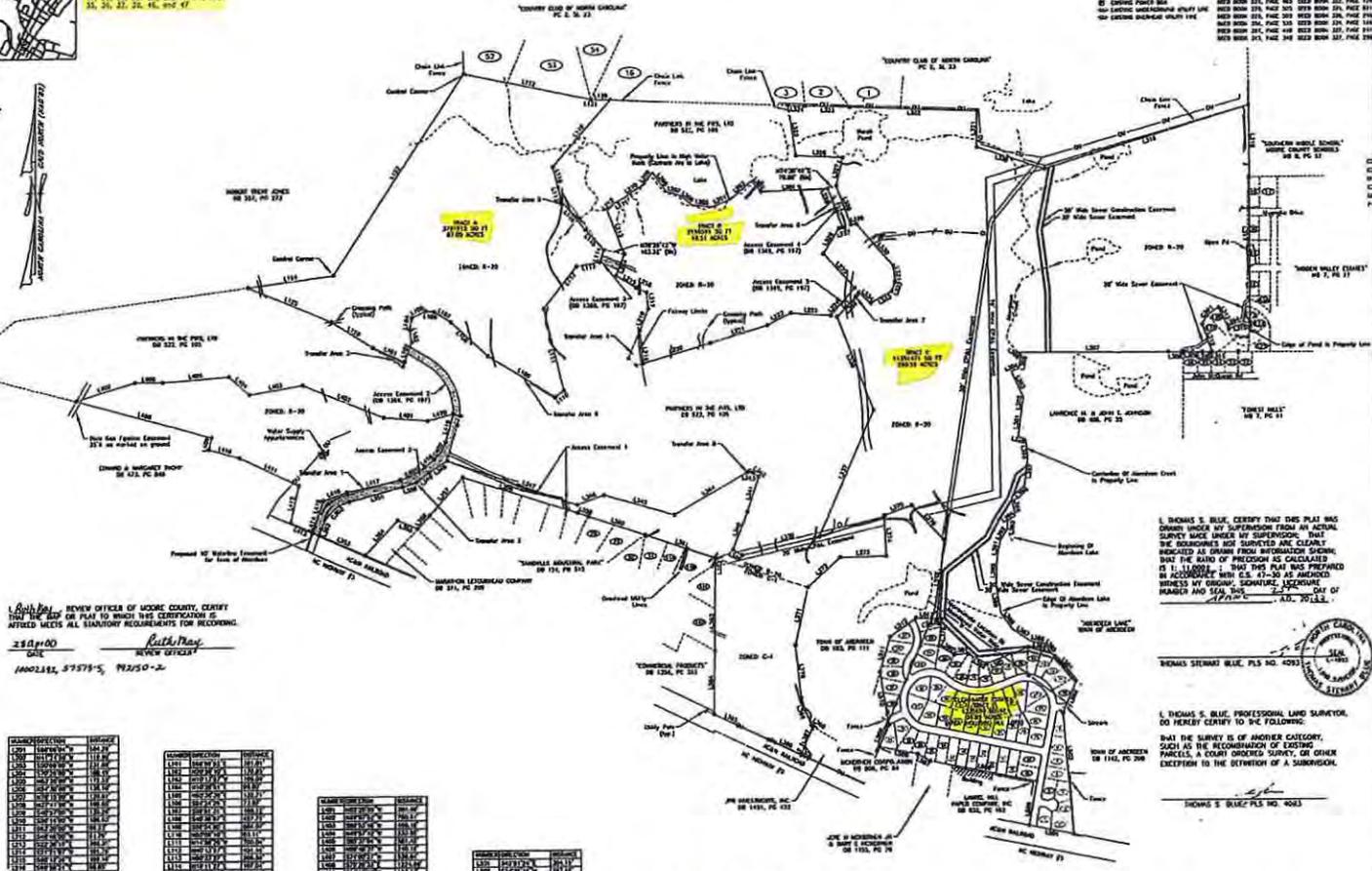
Notes:  
 There are several paths/trails that cross the tract boundaries. These are evidence that a water supply line may enter the property from Hwy 70 Highway 75 near access easement 2. There is a relation that an underground electric power supply line may enter the property from along NC Highway 75 near access easement 2.

LEGEND SURVEY NOTES

1	EXISTING CONCRETE FOUNDATION	RED BOLD LINE	PAVE 100'
2	EXISTING CONCRETE FOUNDATION	RED BOLD LINE	PAVE 100'
3	EXISTING CONCRETE FOUNDATION	RED BOLD LINE	PAVE 100'
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REVIEW OFFICER OF MOORE COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS ATTACHED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

2010/04/08  
 [Signature]  
 REVIEW OFFICER

MOORE COUNTY, NORTH CAROLINA

I, THOMAS S. BLUE, CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, THAT THE DIMENSIONS AND SURVEY ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN, AND THE BASIS OF PRECISION IS CALCULATED AS 1:11,000 ±. THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH G.S. 47-50 AS AMENDED, UNLESS MY SIGNATURE, LICENSE NUMBER, ADDRESS AND SIGNATURE DATE ARE SHOWN.

THOMAS S. BLUE, PLS NO. 42933

I, THOMAS S. BLUE, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY TO THE FOLLOWING:

THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECONSTRUCTION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DUTY OF A SURVEYOR.

THOMAS S. BLUE, PLS NO. 4083

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(SHEET 1 OF 2)  
 MAP OF A BOUNDARY SURVEY OF  
 THE YADCO PINEHURST, INC LANDS  
 FOR  
 PCC REALTY CORP.  
 SANDHILLS TOWNSHIP, MOORE COUNTY,  
 IN AND NEAR SANDHILLS, NORTH CAROLINA  
 APRIL 23, 2010 / 1" = 400'  
 DRAWN BY  
 BLUE LAND, WATER, INFRASTRUCTURE, PA  
 PROJECT NO. 10010000





**REQUEST TO SPEAK TO THE  
ABERDEEN TOWN BOARD**

To request to speak to the Aberdeen Town Board, please complete this form and hand it to Town Clerk Regina Rosy prior to the beginning of the Board Meeting. Each person wishing to speak will be allowed appropriate time. Please print clearly.

Name: Stanley Crider Date: 6-15-15

Address: 615 East South Street

Phone Number: 910-680-6706

Subject: 925 on South Street 600 Block  
Side walk for South Street -  
area lights out after 603-South St.



**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:** Beth F. Wentland **Department:** Finance

**Contact Phone #** 910-944-4502 **Date Submitted:** 6/18/2015

**Agenda Item Title:** Financial Reports (covering May 2015)

**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:**  
Attached please find the following May financial reports:  
Revenues/Expenses Summary  
Revenue Report  
Expenditure Report (totals only)  
Expenditure Report (by dept)  
Debt Payments Report

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

**GENERAL FUND**

**YTD REVENUES & EXPENSES SUMMARY**

**as of May 31, 2015**

(with comparative totals of prior fiscal year)

<b>MONTH</b>	<b>PRIOR YEAR (2013-2014) Monthly Revenue</b>	<b>CURRENT YEAR 2014-2015 Reported Revenue</b>	<b>PRIOR YEAR (2013-2014) Monthly Expenses</b>	<b>CURRENT YEAR 2014-2015 Reported Expenses</b>	<b>PRIOR YEAR (2013-2014) Gain/-Loss for the Month</b>	<b>PRIOR YEAR (2013-2014) Gain/-Loss Year-to-Date</b>	<b>CURRENT YEAR 2014-2015 Gain/-Loss for the Month</b>	<b>CURRENT YEAR 2014-2015 Gain/-Loss Year-to-Date</b>
JULY	\$113,506.34	\$149,235.88	\$465,620.03	\$679,587.32	-\$352,113.69	-\$352,113.69	-\$530,351.44	-\$530,351.44
AUGUST	\$74,546.84	\$238,944.01	\$716,750.12	\$588,131.09	-\$642,203.28	-\$994,316.97	-\$349,187.08	-\$879,538.52
SEPT	\$2,146,767.99	\$2,213,315.95	\$722,597.90	\$390,032.64	\$1,424,170.09	\$429,853.12	\$1,823,283.31	\$943,744.79
OCT	\$699,716.87	\$352,056.36	\$510,159.67	\$555,531.66	\$189,557.20	\$619,410.32	-\$203,475.30	\$740,269.49
NOV	\$460,266.05	\$365,825.76	\$599,312.41	\$571,266.07	-\$139,046.36	\$480,363.96	-\$205,440.31	\$534,829.18
DEC	\$759,477.93	\$496,905.69	\$807,698.62	\$598,386.26	-\$48,220.69	\$432,143.27	-\$101,480.57	\$433,348.61
JAN	\$667,877.19	\$936,402.10	\$671,551.62	\$568,870.48	-\$3,674.43	\$428,468.84	\$367,531.62	\$800,880.23
FEB	\$594,418.10	\$517,505.72	\$472,058.44	\$453,305.76	\$122,359.66	\$550,828.50	\$64,199.96	\$865,080.19
MARCH	\$427,165.87	\$455,759.24	\$445,016.71	\$574,141.60	-\$17,850.84	\$532,977.66	-\$118,382.36	\$746,697.83
APRIL	\$1,460,887.04	\$228,621.79	\$629,613.15	\$582,262.42	\$831,273.89	\$1,364,251.55	-\$353,640.63	\$393,057.20
<b>MAY</b>	<b>\$280,505.08</b>	<b>\$275,023.05</b>	<b>\$512,113.95</b>	<b>\$439,353.46</b>	<b>-\$231,608.87</b>	<b>\$1,132,642.68</b>	<b>-\$164,330.41</b>	<b>\$228,726.79</b>
JUNE	<i>refer to audit report</i>		<i>refer to audit report</i>		<i>refer to audit report</i>	<i>refer to audit report</i>		
Totals	<b>\$7,685,135.30</b>	\$6,229,595.55	<b>\$6,552,492.62</b>	\$6,000,868.76				
BUDGET		\$ 6,773,120		\$ 6,773,120				

**Noteworthy revenues earned:**

Current levy- r&p tax (April collections)	\$	22,521
Current levy-mv tax collections (April collections)	\$	17,015
Local sales tax revenue (March collections)	\$	101,208
Hold harmless tax revenue (March collections)	\$	22,505
Beer & Wine tax revenue	\$	35,017
Garbage fees revenue	\$	45,411

**Noteworthy expense activity:**

N/A

## WATER/SEWER FUND

### YTD REVENUES & EXPENSES SUMMARY

as of May 31, 2015

(with comparative totals of prior fiscal year)

MONTH	<i>PRIOR YEAR (2013-2014) Monthly Revenue</i>	<i>CURRENT YEAR 2014-2015 Reported Revenue</i>	<i>PRIOR YEAR (2013-2014) Monthly Expenses</i>	<i>CURRENT YEAR 2014-2015 Reported Expenses</i>	<i>PRIOR YEAR (2013-2014) Gain/-Loss for the Month</i>	<i>PRIOR YEAR (2013-2014) Gain/-Loss Year-to-Date</i>	<i>CURRENT YEAR 2014-2015 Gain/-Loss for the Month</i>	<i>CURRENT YEAR 2014-2015 Gain/-Loss Year-to-Date</i>
JULY	\$17,577.95	\$19,871.93	\$111,933.20	\$113,421.05	-\$94,355.25	-\$94,355.25	-\$93,549.12	-\$93,549.12
AUGUST	\$8,110.68	\$12,548.28	\$265,804.82	\$257,193.23	-\$257,694.14	-\$352,049.39	-\$244,644.95	-\$338,194.07
SEPT	\$483,453.97	\$534,762.40	\$304,288.34	\$172,549.70	\$179,165.63	-\$172,883.76	\$362,212.70	\$24,018.63
OCT	\$69,984.39	\$18,160.90	\$168,661.24	\$118,296.88	-\$98,676.85	-\$271,560.61	-\$100,135.98	-\$76,117.35
NOV	\$420,633.74	\$465,144.71	\$269,049.21	\$333,361.75	\$151,584.53	-\$119,976.08	\$131,782.96	\$55,665.61
DEC	\$18,112.76	\$9,028.54	\$155,045.02	\$170,758.92	-\$136,932.26	-\$256,908.34	-\$161,730.38	-\$106,064.77
JAN	\$338,609.84	\$396,360.96	\$230,283.94	\$284,976.56	\$108,325.90	-\$148,582.44	\$111,384.40	\$5,319.63
FEB	\$8,328.26	-\$88,601.99	\$305,965.54	\$245,967.99	-\$297,637.28	-\$446,219.72	-\$334,569.98	-\$329,250.35
MARCH	\$465,709.72	\$513,446.46	\$133,084.14	\$133,972.52	\$332,625.58	-\$113,594.14	\$379,473.94	\$50,223.59
APRIL	\$9,390.35	\$27,817.88	\$191,506.08	\$274,753.12	-\$182,115.73	-\$295,709.87	-\$246,935.24	-\$196,711.65
<b>MAY</b>	<b>\$344,867.68</b>	<b>\$404,594.62</b>	<b>\$177,080.10</b>	<b>\$236,890.24</b>	<b>\$167,787.58</b>	<b>-\$127,922.29</b>	<b>\$167,704.38</b>	<b>-\$29,007.27</b>
JUNE	<i>refer to audit report</i>		<i>refer to audit report</i>		<i>refer to audit report</i>	<i>refer to audit report</i>		
Totals	<b>\$2,184,779.34</b>	<b>\$2,313,134.69</b>	<b>\$2,312,701.63</b>	<b>\$2,342,141.96</b>				
BUDGET		2,664,094		\$ 2,664,094				

#### Noteworthy revenues earned:

Water revenue	\$ 168,436
Sewer revenue	\$ 171,868
Bulk water revenue	\$ 52,630

#### Noteworthy expense activity:

N/A

Prepared by: Beth F. Wentland  
Finance Officer

FY 2014-2015

TOWN OF ABERDEEN  
MAY REVENUE REPORT  
CURRENT PERIOD: 05/01/2015 TO 05/31/2015

IDEAL REMAINING PERCENT: 8 %

ACCOUNT	BUDGETED REVENUE	CURRENT REVENUE	YEAR TO DATE REVENUE	ENCUMBRANCE	REMAINING BALANCE	PCT
GENERAL FUND						
10-00-3000-100 STATE FIRE FUND	0.00	0.00	350.00	0.00	-350.00	0
10-00-3000-105 TAX INTEREST/PENALTIES	15,000.00	1,089.64	12,537.73	0.00	2,462.27	16
3000	15,000.00	1,089.64	12,887.73	0.00	2,112.27	14
10-00-3010-140 2003 FIRE R&P TAX REVENUE	0.00	0.00	7.54	0.00	-7.54	0
10-00-3010-145 2004 FIRE R&P TAX REVENUE	0.00	0.00	2.19	0.00	-2.19	0
10-00-3010-150 2005 FIRE R&P TAX REVENUE	0.00	0.00	0.00	0.00	0.00	0
10-00-3010-155 2006 FIRE R&P TAX REVENUE	0.00	0.00	2.19	0.00	-2.19	0
10-00-3010-160 2007 FIRE R&P TAX REVENUE	0.00	0.00	6.74	0.00	-6.74	0
10-00-3010-165 2008 FIRE R&P TAX REVENUE	0.00	0.00	6.74	0.00	-6.74	0
10-00-3010-170 2009 FIRE R&P TAX REVENUE	0.00	0.00	0.00	0.00	0.00	0
10-00-3010-175 2010 FIRE R&P TAX REVENUE	0.00	0.00	0.00	0.00	0.00	0
10-00-3010-180 2011 FIRE R&P TAX REVENUE	0.00	0.00	0.00	0.00	0.00	0
10-00-3010-185 2012 FIRE R&P TAX REVENUE	0.00	0.00	5.19	0.00	-5.19	0
10-00-3010-190 2013 FIRE R&P TAX REVENUE	0.00	0.00	102.78	0.00	-102.78	0
10-00-3010-195 2014 FIRE R&P TAX REVENUE	46,800.00	164.21	39,934.14	0.00	6,865.86	15
3010	46,800.00	164.21	40,067.51	0.00	6,732.49	14
10-00-3020-150 2005 FIRE MV TAX REVENUE	0.00	0.00	2.71	0.00	-2.71	0
10-00-3020-155 2006 FIRE MV TAX REVENUE	0.00	0.00	0.00	0.00	0.00	0
10-00-3020-160 2007 FIRE MV TAX REVENUE	0.00	0.00	0.70	0.00	-0.70	0
10-00-3020-165 2008 FIRE MV TAX REVENUE	0.00	0.00	11.03	0.00	-11.03	0
10-00-3020-170 2009 FIRE MV TAX REVENUE	0.00	0.00	0.00	0.00	0.00	0
10-00-3020-175 2010 FIRE MV TAX REVENUE	0.00	0.00	0.00	0.00	0.00	0
10-00-3020-180 2011 FIRE MV TAX REVENUE	0.00	0.00	8.73	0.00	-8.73	0
10-00-3020-185 2012 FIRE MV TAX REVENUE	0.00	0.00	9.29	0.00	-9.29	0
10-00-3020-190 2013 FIRE MV TAX REVENUE	0.00	0.00	1,301.99	0.00	-1,301.99	0

FY 2014-2015

TOWN OF ABERDEEN  
MAY REVENUE REPORT  
CURRENT PERIOD: 05/01/2015 TO 05/31/2015

IDEAL REMAINING PERCENT: 8 %

ACCOUNT	BUDGETED REVENUE	CURRENT REVENUE	YEAR TO DATE REVENUE	ENCUMBRANCE	REMAINING BALANCE	PCT
10-00-3020-195 2014 FIRE MV TAX REVENUE	5,000.00	0.00	2,463.55	0.00	2,536.45	51
3020	5,000.00	0.00	3,798.00	0.00	1,202.00	24
10-00-3030-145 2004 R&P TAX REVENUE	0.00	0.00	2.45	0.00	-2.45	0
10-00-3030-150 2005 R&P TAX REVENUE	0.00	0.00	0.00	0.00	0.00	0
10-00-3030-155 2006 R&P TAX REVENUE	0.00	0.00	11.12	0.00	-11.12	0
10-00-3030-160 2007 R&P TAX REVENUE	0.00	0.00	182.18	0.00	-182.18	0
10-00-3030-165 2008 R&P TAX REVENUE	0.00	0.00	194.72	0.00	-194.72	0
10-00-3030-170 2009 R&P TAX REVENUE	0.00	0.00	186.50	0.00	-186.50	0
10-00-3030-175 2010 R&P TAX REVENUE	0.00	81.27	481.72	0.00	-481.72	0
10-00-3030-180 2011 R&P TAX REVENUE	250.00	334.03	1,280.65	0.00	-1,030.65	-412
10-00-3030-185 2012 R&P TAX REVENUE	500.00	0.00	1,913.42	0.00	-1,413.42	-283
10-00-3030-190 2013 R&P TAX REVENUE	6,000.00	252.85	4,363.91	0.00	1,636.09	27
10-00-3030-195 2014 R&P TAX REVENUE	3,010,500.00	22,520.70	3,016,484.65	0.00	-5,984.65	0
3030	3,017,250.00	23,188.85	3,025,101.32	0.00	-7,851.32	0
10-00-3040-140 2003 MV TAX REVENUE	0.00	0.00	71.94	0.00	-71.94	0
10-00-3040-145 2004 MV TAX REVENUE	0.00	0.00	15.10	0.00	-15.10	0
10-00-3040-150 MV RENTALS TAX REVENUE	9,000.00	0.00	0.00	0.00	9,000.00	100
10-00-3040-155 2005 MV TAX REVENUE	0.00	0.00	54.81	0.00	-54.81	0
10-00-3040-165 2006 MV TAX REVENUE	0.00	0.00	49.90	0.00	-49.90	0
10-00-3040-175 2007 MV TAX REVENUE	0.00	14.19	166.03	0.00	-166.03	0
10-00-3040-185 2008 MV TAX REVENUE	0.00	0.73	363.05	0.00	-363.05	0
10-00-3040-195 2009 MV TAX REVENUE	0.00	0.00	110.90	0.00	-110.90	0
10-00-3040-205 2010 MV TAX REVENUE	0.00	19.13	157.13	0.00	-157.13	0
10-00-3040-210 2011 MV TAX REVENUE	400.00	0.00	332.10	0.00	67.90	17
10-00-3040-215 2012 MV TAX REVENUE	500.00	21.68	534.07	0.00	-34.07	-7
10-00-3040-220 2013 MV TAX REVENUE	10,000.00	37.12	58,864.14	0.00	-48,864.14	-489
10-00-3040-225 2014 MV TAX REVENUE	150,000.00	17,014.58	118,420.79	0.00	31,579.21	21

FY 2014-2015

TOWN OF ABERDEEN  
MAY REVENUE REPORT  
CURRENT PERIOD: 05/01/2015 TO 05/31/2015

IDEAL REMAINING PERCENT: 8 %

ACCOUNT	BUDGETED	CURRENT	YEAR TO DATE	ENCUMBRANCE	REMAINING	
	REVENUE	REVENUE	REVENUE		BALANCE	PCT
3040	169,900.00	17,107.43	179,139.96	0.00	-9,239.96	-5
10-00-3050-100 PRIV LICENSE REVENUE	175,000.00	690.75	146,328.99	0.00	28,671.01	16
10-00-3050-105 PRIV LICENSE PENALTY	0.00	0.00	0.00	0.00	0.00	0
3050	175,000.00	690.75	146,328.99	0.00	28,671.01	16
10-00-3100-100 LOCAL SALES TAX 1%	571,508.00	50,690.25	487,332.76	0.00	84,175.24	15
10-00-3100-105 LOCAL SALES TAX 1/2%	295,000.00	25,667.69	258,112.24	0.00	36,887.76	13
10-00-3100-110 LOCAL SALES TAX 1/2%	285,000.00	24,781.70	239,509.43	0.00	45,490.57	16
10-00-3100-115 LOCAL SALES TAX 1/2%	0.00	68.57	13.00	0.00	-13.00	0
10-00-3100-120 HOLD HARMLESS	255,000.00	22,505.09	234,623.39	0.00	20,376.61	8
10-00-3100-150 SOLID WASTE DISPOSAL TAX REV	0.00	1,175.01	4,594.34	0.00	-4,594.34	0
10-00-3100-200 UTILITIES FRANCHISE TAX	380,000.00	0.00	290,308.39	0.00	89,691.61	24
10-00-3100-202 VIDEO SALES TAX REVENUE	120,000.00	0.00	90,037.74	0.00	29,962.26	25
10-00-3100-205 BEER & WINE TAX	27,500.00	35,016.73	35,016.73	0.00	-7,516.73	-27
10-00-3100-240 GAS TAX REFUND	25,000.00	2,404.50	19,486.77	0.00	5,513.23	22
10-00-3100-300 FEMA REVENUE	0.00	0.00	0.00	0.00	0.00	0
10-00-3100-310 FEDERAL FORFEITURE	0.00	0.00	0.00	0.00	0.00	0
10-00-3100-800 ABC NET REVENUE	60,000.00	0.00	47,961.54	0.00	12,038.46	20
10-10-3100-224 ARREST FEES REVENUE	15,000.00	225.56	2,744.96	0.00	12,255.04	82
10-10-3100-225 POLICE DONATIONS	0.00	0.00	0.00	0.00	0.00	0
10-10-3100-315 FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00	0
10-10-3100-320 STATE FIRE/RESCUE GRANT REVENUE	0.00	0.00	0.00	0.00	0.00	0
10-10-3100-325 STATE FORFEITURE	0.00	55.52	442.66	0.00	-442.66	0
10-10-3100-330 STATE GRANTS	2,500.00	0.00	9,000.00	0.00	-6,500.00	-260
10-10-3100-335 STORMWATER GRANT REVENUE	0.00	0.00	0.00	0.00	0.00	0
10-10-3100-340 STATE ON-BEHALF PAYMENTS	0.00	0.00	0.00	0.00	0.00	0
10-20-3100-320 POWELL BILL	215,000.00	0.00	222,168.06	0.00	-7,168.06	-3
3100	2,251,508.00	162,590.62	1,941,352.01	0.00	310,155.99	14

FY 2014-2015

TOWN OF ABERDEEN  
MAY REVENUE REPORT  
CURRENT PERIOD: 05/01/2015 TO 05/31/2015

IDEAL REMAINING PERCENT: 8 %

<u>ACCOUNT</u>	<u>BUDGETED REVENUE</u>	<u>CURRENT REVENUE</u>	<u>YEAR TO DATE REVENUE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING BALANCE</u>	<u>PCT</u>
10-10-3300-400 BUILDING PERMITS	250,000.00	5,094.38	166,457.78	0.00	83,542.22	33
10-10-3300-405 ZONING/SUBDIVISION FEES	18,000.00	1,820.00	17,551.00	0.00	449.00	2
10-10-3300-410 STORMWATER PERMIT FEES	0.00	0.00	0.00	0.00	0.00	0
10-10-3300-415 HOMEOWNERS RECOVERY	1,750.00	2.00	105.00	0.00	1,645.00	94
3300	269,750.00	6,916.38	184,113.78	0.00	85,636.22	32
10-10-3301-100 FIRE INSPECTIONS	800.00	262.00	1,112.00	0.00	-312.00	-39
10-10-3301-200 RESCUE GRANT REVENUE	58,600.00	7,625.00	49,500.00	0.00	9,100.00	16
10-10-3301-400 LAW ENFORCEMENT FEES	0.00	15.00	185.00	0.00	-185.00	0
10-10-3301-405 CIVIL CITATIONS REVENUE	3,000.00	350.00	6,390.00	0.00	-3,390.00	-113
10-10-3301-410 POLICE PRECIOUS METAL FEES	0.00	0.00	228.00	0.00	-228.00	0
10-10-3301-415 TAXI PERMITS (POLICE)	0.00	0.00	0.00	0.00	0.00	0
10-10-3301-420 POLICE EVIDENCE PROCEEDS	0.00	0.00	0.00	0.00	0.00	0
10-10-3301-425 POLICE EXTRA DUTY REIMBURSEMENTS	0.00	1,188.00	1,188.00	0.00	-1,188.00	0
10-20-3301-100 STREET LIGHTING REIMBURSABLE	3,500.00	377.88	3,401.76	0.00	98.24	3
3301	65,900.00	9,817.88	62,004.76	0.00	3,895.24	6
10-30-3302-400 GARBAGE FEES REVENUE	275,000.00	45,410.50	229,047.65	0.00	45,952.35	17
10-30-3302-405 RECYCLING REVENUE	0.00	446.20	1,346.80	0.00	-1,346.80	0
3302	275,000.00	45,856.70	230,394.45	0.00	44,605.55	16
10-00-3400-800 NSF FEES REVENUE	0.00	0.00	50.00	0.00	-50.00	0
10-00-3400-805 INTEREST REVENUE	3,000.00	69.06	444.13	0.00	2,555.87	85
10-20-3400-810 POWELL BILL INTEREST	0.00	26.58	125.22	0.00	-125.22	0
3400	3,000.00	95.64	619.35	0.00	2,380.65	79
10-00-3500-800 DEPOT RENTAL	900.00	0.00	900.00	0.00	0.00	0
10-00-3500-805 EXCHANGE BLDG-LEASE REVENUE	0.00	0.00	0.00	0.00	0.00	0

FY 2014-2015

TOWN OF ABERDEEN  
MAY REVENUE REPORT  
CURRENT PERIOD: 05/01/2015 TO 05/31/2015

IDEAL REMAINING PERCENT: 8 %

ACCOUNT	BUDGETED REVENUE	CURRENT REVENUE	YEAR TO DATE REVENUE	ENCUMBRANCE	REMAINING BALANCE	PCT
10-00-3500-810 ANTENNA RENTAL	180,000.00	0.00	132,610.15	0.00	47,389.85	26
10-00-3500-820 WHOLESALE GROCERY RENTAL	1,712.00	428.15	1,284.45	0.00	427.55	25
<b>3500</b>	<b>182,612.00</b>	<b>428.15</b>	<b>134,794.60</b>	<b>0.00</b>	<b>47,817.40</b>	<b>26</b>
10-00-3550-200 MALCOLM BLUE FARM-GRIST MILL	0.00	0.00	2,234.54	0.00	-2,234.54	0
10-00-3550-500 MALCOLM BLUE FARM-OTHER REVENUE	0.00	0.00	14,657.65	0.00	-14,657.65	0
<b>3550</b>	<b>0.00</b>	<b>0.00</b>	<b>16,892.19</b>	<b>0.00</b>	<b>-16,892.19</b>	<b>0</b>
10-00-3600-800 CABLEVISION FRANCHISE	16,000.00	3,830.80	12,413.11	0.00	3,586.89	22
<b>3600</b>	<b>16,000.00</b>	<b>3,830.80</b>	<b>12,413.11</b>	<b>0.00</b>	<b>3,586.89</b>	<b>22</b>
10-00-3700-100 TOWN BUSINESS GUILD	0.00	0.00	0.00	0.00	0.00	0
10-00-3700-200 SPRING SPREE FESTIVAL	0.00	-3,135.00	-2,555.00	747.50	1,807.50	0
10-00-3700-300 DIRECTORY-MATCHING REVENUE	0.00	0.00	0.00	0.00	0.00	0
10-00-3700-500 GRANTS-PLANNING	0.00	0.00	0.00	0.00	0.00	0
10-00-3700-700 ECONOMIC DEV GRANTS	0.00	0.00	0.00	0.00	0.00	0
10-00-3700-800 MISCELLANEOUS CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0
10-00-3700-805 MAYOR MEMORIAL PARK	0.00	0.00	0.00	0.00	0.00	0
10-00-3700-910 COLONIAL HEIGHTS BALLPARK	0.00	0.00	0.00	0.00	0.00	0
10-80-3700-700 GRANTS-PARKS & REC	500.00	0.00	0.00	0.00	500.00	100
10-80-3700-810 SPONSORSHIPS/DONATIONS	7,500.00	0.00	7,045.60	0.00	454.40	6
10-80-3700-820 P&R SCHOLARSHIP PROGRAM	0.00	0.00	0.00	0.00	0.00	0
<b>3700</b>	<b>8,000.00</b>	<b>-3,135.00</b>	<b>4,490.60</b>	<b>747.50</b>	<b>2,761.90</b>	<b>35</b>
10-80-3800-400 PARK RENTALS	3,000.00	545.00	2,115.00	0.00	885.00	30
10-80-3800-402 RECREATION STATION RENTAL	10,500.00	82.00	6,742.00	0.00	3,758.00	36
10-80-3800-405 RECREATION PROGRAMS	12,000.00	3,689.00	18,899.47	0.00	-6,899.47	-57
10-80-3800-410 SPECIAL EVENTS	3,000.00	300.00	2,798.00	0.00	202.00	7
10-80-3800-415 YOUTH ATHLETICS	6,400.00	1,049.00	9,356.00	0.00	-2,956.00	-46

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TOWN OF ABERDEEN  
MAY REVENUE REPORT  
CURRENT PERIOD: 05/01/2015 TO 05/31/2015

IDEAL REMAINING PERCENT: 8 %

ACCOUNT	BUDGETED REVENUE	CURRENT REVENUE	YEAR TO DATE REVENUE	ENCUMBRANCE	REMAINING BALANCE	PCT
10-80-3800-420 ADULT ATHLETICS	2,000.00	0.00	0.00	0.00	2,000.00	100
3800	<u>36,900.00</u>	<u>5,665.00</u>	<u>39,910.47</u>	<u>0.00</u>	<u>-3,010.47</u>	<u>-8</u>
10-00-3900-800 MISCELLANEOUS REVENUE	25,000.00	216.00	6,450.52	0.00	18,549.48	74
10-00-3900-805 INSURANCE REIMBURSEMENTS	7,500.00	500.00	6,021.44	0.00	1,478.56	20
10-00-3900-810 WORKER'S COMP REIMBURSE	0.00	0.00	0.00	0.00	0.00	0
10-00-3900-815 SALE OF FIXED ASSETS	70,000.00	0.00	54,814.76	0.00	15,185.24	22
3900	<u>102,500.00</u>	<u>716.00</u>	<u>67,286.72</u>	<u>0.00</u>	<u>35,213.28</u>	<u>34</u>
10-00-3901-910 TRANSFER-IN FROM W/S	0.00	0.00	0.00	0.00	0.00	0
10-00-3901-930 TRANSFER-IN FROM PART FUND	0.00	0.00	0.00	0.00	0.00	0
10-60-3901-900 LOAN PROCEEDS	128,000.00	0.00	128,000.00	0.00	0.00	0
3901	<u>128,000.00</u>	<u>0.00</u>	<u>128,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>
10-00-3990-900 FUND BALANCE-APPROPRIATED	5,000.00	0.00	0.00	0.00	5,000.00	100
3990	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>100</u>
10 GENERAL FUND	<u>6,773,120.00</u>	<u>275,023.05</u>	<u>6,229,595.55</u>	<u>747.50</u>	<u>542,776.95</u>	<u>8</u>
WATER & SEWER FUND						
30-91-3710-050 RECONNECT FEES	0.00	0.00	0.00	0.00	0.00	0
30-91-3710-500 WATER REVENUE	1,158,204.00	168,435.87	931,222.19	0.00	226,981.81	20
30-91-3710-505 SEWER REVENUE	977,890.00	171,868.41	884,512.17	0.00	93,377.83	10
30-91-3710-510 BULK WATER REVENUE	325,000.00	52,630.20	287,154.00	0.00	37,846.00	12
30-91-3710-512 BULK WATER REVENUE-CYPRESS	8,500.00	728.67	8,201.55	0.00	298.45	4
30-91-3710-515 LATE FEES	35,000.00	4,193.55	49,796.76	0.00	-14,796.76	-42
30-91-3710-520 APPLICATION FEES	7,500.00	760.00	8,715.00	0.00	-1,215.00	-16
30-91-3710-525 WATER/SEWER TAP FEES	50,000.00	2,000.00	60,603.77	0.00	-10,603.77	-21
30-91-3710-530 ACREAGE FEES	65,000.00	875.00	58,616.25	0.00	6,383.75	10

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TOWN OF ABERDEEN  
MAY REVENUE REPORT  
CURRENT PERIOD: 05/01/2015 TO 05/31/2015

IDEAL REMAINING PERCENT: 8 %

ACCOUNT	BUDGETED REVENUE	CURRENT REVENUE	YEAR TO DATE REVENUE	ENCUMBRANCE	REMAINING BALANCE	PCT
3710	2,627,094.00	401,491.70	2,288,821.69	0.00	338,272.31	13
30-91-3720-700 TRANSFER-IN FROM MIDWAY PROJECT	0.00	0.00	0.00	0.00	0.00	0
30-91-3720-800 CONTRACT REIMBURSABLE	7,500.00	2,508.00	5,016.00	0.00	2,484.00	33
30-91-3720-805 INSURANCE REIMBURSEMENTS	6,000.00	0.00	69.00	0.00	5,931.00	99
3720	13,500.00	2,508.00	5,085.00	0.00	8,415.00	62
30-91-3730-800 INTEREST REVENUE	2,000.00	102.85	344.40	0.00	1,655.60	83
30-91-3730-805 NSF FEES REVENUE	1,500.00	50.00	1,625.00	0.00	-125.00	-8
3730	3,500.00	152.85	1,969.40	0.00	1,530.60	44
30-91-3900-800 MISCELLANEOUS REVENUE	10,000.00	442.07	13,914.60	0.00	-3,914.60	-39
30-91-3900-805 SALE OF FIXED ASSETS	10,000.00	0.00	3,344.00	0.00	6,656.00	67
30-91-3900-810 STATE GRANTS	0.00	0.00	0.00	0.00	0.00	0
30-91-3900-820 CONTRIBUTED CAPITAL	0.00	0.00	0.00	0.00	0.00	0
30-91-3900-830 INTANGIBLE CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0
3900	20,000.00	442.07	17,258.60	0.00	2,741.40	14
30-91-3901-900 LOAN PROCEEDS	0.00	0.00	0.00	0.00	0.00	0
30-91-3901-910 TRANSFER-IN FROM GEN FUND	0.00	0.00	0.00	0.00	0.00	0
3901	0.00	0.00	0.00	0.00	0.00	0
30-91-3990-900 FUND BALANCE-APPROPRIATED	0.00	0.00	0.00	0.00	0.00	0
3990	0.00	0.00	0.00	0.00	0.00	0
30 WATER & SEWER FUND	2,664,094.00	404,594.62	2,313,134.69	0.00	350,959.31	13
	<u>9,437,214.00</u>	<u>679,617.67</u>	<u>8,542,730.24</u>	<u>747.50</u>	<u>893,736.26</u>	<u>9</u>

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TOWN OF ABERDEEN  
MAY EXPENDITURE REPORT-DEPT TOTALS ONLY  
CURRENT PERIOD: 05/01/2015 TO 05/31/2015

IDEAL REMAINING PERCENT: 8 %

<u>ACCOUNT</u>	<u>BUDGETED</u> <u>EXPENDITURE</u>	<u>CURRENT</u> <u>EXPENDITURE</u>	<u>YEAR TO DATE</u> <u>EXPENDITURE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING</u> <u>BALANCE</u>	<u>PCT</u>
GENERAL FUND						
4200 ADMINISTRATION	122,840.00	5,409.76	108,660.29	0.00	14,179.71	12
4208 SPECIAL APPROPRIATIONS	35,700.00	6,375.00	32,492.00	0.00	3,208.00	9
4220 GOVERNING BODY	20,406.00	228.06	22,724.06	0.00	-2,318.06	-11
4300 FINANCE	297,812.00	16,248.26	290,228.53	0.00	7,583.47	3
4401 MUNICIPAL BLDG	40,265.00	1,390.85	42,916.30	0.00	-2,651.30	-7
4402 LIBRARY	7,620.00	137.73	12,008.60	0.00	-4,388.60	-58
4403 DEPOT	5,430.00	2,547.00	6,992.21	0.00	-1,562.21	-29
4404 FINANCE BLDG	9,585.00	193.58	11,531.34	0.00	-1,946.34	-20
4405 MAYOR MEMORIAL	500.00	26.22	313.28	0.00	186.72	37
4406 WHOLESALE GROCERY	1,225.00	0.00	1,224.00	0.00	1.00	0
4407 EXCHANGE BLDG	920.00	0.00	919.00	0.00	1.00	0
4408 AA BLDG	1,030.00	0.00	1,030.00	0.00	0.00	0
4409 PUBLIC WORKS FACILITY	40,680.00	2,367.68	47,790.51	0.00	-7,110.51	-17
4410 RECREATION STATION	42,585.00	2,726.24	68,587.21	0.00	-26,002.21	-61
4411 MALCOLM BLUE FARM	0.00	225.98	7,128.44	0.00	-7,128.44	0
4412 RAY'S MILL PARK	0.00	0.00	0.00	0.00	0.00	0
4415 MAIN STREET PROPERTY	0.00	0.00	0.00	0.00	0.00	0
4420 POLICE FACILITY	40,075.00	1,160.23	33,160.27	0.00	6,914.73	17
4425 POLICE/FIRE LAND	0.00	0.00	0.00	0.00	0.00	0
5150 POLICE	2,184,445.00	152,506.38	1,924,535.08	0.00	259,909.92	12
5300 FIRE	1,231,870.00	96,203.74	1,140,102.25	0.00	91,767.75	7
5415 PLANNING	502,431.00	44,756.51	427,142.67	0.00	75,288.33	15
5500 P&R ADMIN	246,513.00	19,043.36	238,994.54	0.00	7,518.46	3
5510 PARK FACILITIES	19,655.00	1,078.08	27,214.84	1,210.00	-8,769.84	-45

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MAY EXPENDITURE REPORT-DEPT TOTALS ONLY  
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IDEAL REMAINING PERCENT: 8 %

ACCOUNT	BUDGETED EXPENDITURE	CURRENT EXPENDITURE	YEAR TO DATE EXPENDITURE	ENCUMBRANCE	REMAINING BALANCE	PCT
5520 PROGRAMS	32,596.00	0.00	28,195.40	0.00	4,400.60	14
5530 ATHLETICS	5,400.00	167.50	8,902.43	0.00	-3,502.43	-65
5600 STREETS & BEAUTIFICATION	732,038.00	42,333.65	676,042.32	0.00	55,995.68	8
5650 POWELL BILL	192,479.00	13,303.00	111,543.30	15,210.00	65,725.70	34
5800 SANITATION	476,185.00	30,924.65	410,450.50	0.00	65,734.50	14
10 GENERAL FUND	<u>6,290,285.00</u>	<u>439,353.46</u>	<u>5,680,829.37</u>	<u>16,420.00</u>	<u>593,035.63</u>	<u>9</u>
WATER & SEWER FUND						
6100 WATER PRODUCTION	733,703.00	71,603.67	659,584.21	5,173.26	68,945.53	9
6200 WATER & SEWER	1,835,321.00	157,546.45	1,589,980.70	2,025.95	243,314.35	13
6300 BILLING & COLLECTIONS	95,070.00	7,740.12	92,577.05	0.00	2,492.95	3
30 WATER & SEWER FUND	<u>2,664,094.00</u>	<u>236,890.24</u>	<u>2,342,141.96</u>	<u>7,199.21</u>	<u>314,752.83</u>	<u>12</u>
	<u><u>8,954,379.00</u></u>	<u><u>676,243.70</u></u>	<u><u>8,022,971.33</u></u>	<u><u>23,619.21</u></u>	<u><u>907,788.46</u></u>	<u><u>10</u></u>

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TOWN OF ABERDEEN  
MAY EXPENDITURE REPORT-BY DEPT  
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IDEAL REMAINING PERCENT: 8 %

<u>ACCOUNT</u>	<u>BUDGETED EXPENDITURE</u>	<u>CURRENT EXPENDITURE</u>	<u>YEAR TO DATE EXPENDITURE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING BALANCE</u>	<u>PCT</u>
GENERAL FUND						
ADMINISTRATION						
10-00-4200-020 SALARIES	201,100.00	15,431.37	176,466.64	0.00	24,633.36	12
10-00-4200-030 SOCIAL SECURITY	15,713.00	1,114.77	13,296.25	0.00	2,416.75	15
10-00-4200-045 MEDICAL INSURANCE	13,320.00	1,110.00	12,210.00	0.00	1,110.00	8
10-00-4200-046 DENTAL INSURANCE	972.00	79.02	869.22	0.00	102.78	11
10-00-4200-047 LIFE INSURANCE	603.00	53.13	584.96	0.00	18.04	3
10-00-4200-049 WELLNESS	1,600.00	25.00	893.65	0.00	706.35	44
10-00-4200-050 RETIREMENT	14,522.00	1,091.01	12,807.41	0.00	1,714.59	12
10-00-4200-051 401K RETIREMENT	10,270.00	771.58	9,089.21	0.00	1,180.79	11
10-00-4200-052 LONGEVITY	4,300.00	0.00	4,300.00	0.00	0.00	0
10-00-4200-070 WORKER'S COMP	530.00	0.00	1,064.00	0.00	-534.00	-101
10-00-4200-071 W/COMP DEDUCTIBLE	3,000.00	1,051.42	4,980.90	0.00	-1,980.90	-66
10-00-4200-090 UNEMPLOYMENT	3,000.00	0.00	1,222.25	0.00	1,777.75	59
10-00-4200-100 POSTAGE	3,000.00	720.00	2,770.55	0.00	229.45	8
10-00-4200-120 NEWSLETTER	3,800.00	340.00	4,332.00	0.00	-532.00	-14
10-00-4200-150 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0
10-00-4200-200 COMMUNICATIONS	1,500.00	185.31	1,647.05	0.00	-147.05	-10
10-00-4200-220 EQUIPMENT PURCHASE	0.00	0.00	0.00	0.00	0.00	0
10-00-4200-225 EQUIPMENT MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0
10-00-4200-230 CONTRACTS/AGREEMENTS	33,000.00	1,000.00	26,297.28	0.00	6,702.72	20
10-00-4200-240 WELLNESS PROGRAMS	5,400.00	103.04	4,764.10	0.00	635.90	12
10-00-4200-250 EMPLOYEE FUNCTIONS	2,960.00	0.00	3,490.63	0.00	-530.63	-18
10-00-4200-260 ADVERTISING	500.00	101.94	101.94	0.00	398.06	80
10-00-4200-330 SUPPLIES	6,000.00	158.94	5,392.14	0.00	607.86	10
10-00-4200-331 SAFETY	8,000.00	2,374.00	4,873.28	0.00	3,126.72	39
10-00-4200-450 TRAINING/TRAVEL	5,000.00	47.13	4,001.05	0.00	998.95	20
10-00-4200-451 MILEAGE EXPENSE	0.00	0.00	0.00	0.00	0.00	0
10-00-4200-530 DUES/SUBSCRIPTIONS	8,000.00	0.00	9,993.00	0.00	-1,993.00	-25
10-00-4200-535 CITIZENS ACADEMY	1,500.00	0.00	1,472.06	0.00	27.94	2

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TOWN OF ABERDEEN  
MAY EXPENDITURE REPORT-BY DEPT  
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IDEAL REMAINING PERCENT: 8 %

<u>ACCOUNT</u>	<u>BUDGETED EXPENDITURE</u>	<u>CURRENT EXPENDITURE</u>	<u>YEAR TO DATE EXPENDITURE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING BALANCE</u>	<u>PCT</u>
10-00-4200-540 PROP/LIAB INSURANCE	250.00	0.00	317.00	0.00	-67.00	-27
10-00-4200-541 INSURANCE	0.00	0.00	0.00	0.00	0.00	0
10-00-4200-570 MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	0.00	0
10-00-4200-595 LEGAL SERVICES	10,000.00	323.75	6,802.75	0.00	3,197.25	32
10-00-4200-596 COMPUTER SERVICES	15,000.00	161.35	18,863.97	0.00	-3,863.97	-26
10-00-4200-597 ENGINEER SERVICES	0.00	0.00	0.00	0.00	0.00	0
10-00-4200-740 CAPITAL OUTLAY	0.00	0.00	4,920.00	0.00	-4,920.00	0
10-00-4200-900 CHARGEOUT TO W/S	-250,000.00	-20,833.00	-229,163.00	0.00	-20,837.00	8
<b>4200 ADMINISTRATION</b>	<b>122,840.00</b>	<b>5,409.76</b>	<b>108,660.29</b>	<b>0.00</b>	<b>14,179.71</b>	<b>12</b>
<b>SPECIAL APPROPRIATIONS</b>						
10-00-4208-100 MOORE COUNTY LIBRARY SYSTEM	4,500.00	0.00	4,500.00	0.00	0.00	0
10-00-4208-200 FRIENDS OF THE ABERDEEN LIBRARY	0.00	0.00	0.00	0.00	0.00	0
10-00-4208-300 LION'S FLAG PROJECT	2,000.00	0.00	2,000.00	0.00	0.00	0
10-00-4208-400 MALCOLM BLUE SOCIETY	1,375.00	0.00	0.00	0.00	1,375.00	100
10-00-4208-500 A&R RR PROPERTY LEASE	1,200.00	0.00	0.00	0.00	1,200.00	100
10-00-4208-600 OPTIMISTS-CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0
10-00-4208-700 POSTMASTER'S HOUSE	1,375.00	1,375.00	1,375.00	0.00	0.00	0
10-00-4208-900 ECONOMIC DEVELOPMENT	13,250.00	0.00	12,967.00	0.00	283.00	2
10-00-4208-905 ECONOMIC DEV. FUNCTIONS	2,000.00	0.00	1,650.00	0.00	350.00	18
10-00-4208-910 ECONOMIC DEV. INCENTIVES	5,000.00	0.00	0.00	0.00	5,000.00	100
10-00-4208-915 REDC GRANT DISBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0
10-00-4208-916 TRANSFER-OUT TO GREENWAY PROJECT	5,000.00	0.00	5,000.00	0.00	0.00	0
10-00-4208-917 TRANSFER-OUT TO CDBG:GALAXY	0.00	5,000.00	5,000.00	0.00	-5,000.00	0
10-00-4208-920 TRANSFER-OUT TO WS FUND	0.00	0.00	0.00	0.00	0.00	0
<b>4208 SPECIAL APPROPRIATIONS</b>	<b>35,700.00</b>	<b>6,375.00</b>	<b>32,492.00</b>	<b>0.00</b>	<b>3,208.00</b>	<b>9</b>
<b>GOVERNING BODY</b>						
10-00-4220-020 COMPENSATION	17,600.00	0.00	13,200.00	0.00	4,400.00	25
10-00-4220-030 SOCIAL SECURITY	1,346.00	0.00	1,009.80	0.00	336.20	25
10-00-4220-040 HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.00	0
10-00-4220-070 WORKER'S COMP	100.00	0.00	5,435.53	0.00	-5,335.53	-5,336

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ACCOUNT	BUDGETED EXPENDITURE	CURRENT EXPENDITURE	YEAR TO DATE EXPENDITURE	ENCUMBRANCE	REMAINING BALANCE	PCT
10-00-4220-150 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0
10-00-4220-200 COMMUNICATIONS	0.00	228.06	2,474.89	0.00	-2,474.89	0
10-00-4220-230 ELECTION	1,000.00	0.00	0.00	0.00	1,000.00	100
10-00-4220-450 TRAINING/TRAVEL	360.00	0.00	246.84	0.00	113.16	31
10-00-4220-540 PROP/LIAB INSURANCE	0.00	0.00	357.00	0.00	-357.00	0
10-00-4220-570 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0
10-00-4220-595 LEGAL	0.00	0.00	0.00	0.00	0.00	0
4220 GOVERNING BODY	20,406.00	228.06	22,724.06	0.00	-2,318.06	-11
FINANCE						
10-00-4300-020 SALARIES	137,800.00	10,559.12	115,859.53	0.00	21,940.47	16
10-00-4300-030 SOCIAL SECURITY	10,897.00	782.68	9,073.14	0.00	1,823.86	17
10-00-4300-045 MEDICAL INSURANCE	8,880.00	740.00	8,140.00	0.00	740.00	8
10-00-4300-046 DENTAL INSURANCE	648.00	52.68	579.48	0.00	68.52	11
10-00-4300-047 LIFE INSURANCE	413.00	30.50	337.61	0.00	75.39	18
10-00-4300-050 RETIREMENT	10,071.00	746.55	8,566.09	0.00	1,504.91	15
10-00-4300-051 401K RETIREMENT	7,123.00	443.92	5,300.26	0.00	1,822.74	26
10-00-4300-052 LONGEVITY	4,650.00	0.00	5,300.00	0.00	-650.00	-14
10-00-4300-070 WORKER'S COMP	220.00	0.00	158.07	0.00	61.93	28
10-00-4300-100 POSTAGE	1,300.00	0.00	492.88	0.00	807.12	62
10-00-4300-220 EQUIPMENT PURCHASE	500.00	0.00	558.29	0.00	-58.29	-12
10-00-4300-225 EQUIPMENT MAINTENANCE	2,000.00	0.00	1,738.71	0.00	261.29	13
10-00-4300-275 TAX COLLECTION FEES	61,010.00	1,198.46	68,763.52	0.00	-7,753.52	-13
10-00-4300-330 SUPPLIES	1,600.00	51.36	1,609.97	0.00	-9.97	-1
10-00-4300-450 TRAINING/TRAVEL	0.00	0.00	0.00	0.00	0.00	0
10-00-4300-530 DUES & SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00	0
10-00-4300-540 PROP/LIAB INSURANCE	600.00	0.00	939.00	0.00	-339.00	-57
10-00-4300-595 PROFESSIONAL SERVICES	18,000.00	1,573.84	21,471.74	0.00	-3,471.74	-19
10-00-4300-596 COMPUTER SERVICES	1,100.00	69.15	5,640.24	0.00	-4,540.24	-413
10-00-4300-600 AUDIT	31,000.00	0.00	35,700.00	0.00	-4,700.00	-15
10-00-4300-740 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0

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ACCOUNT	BUDGETED EXPENDITURE	CURRENT EXPENDITURE	YEAR TO DATE EXPENDITURE	ENCUMBRANCE	REMAINING BALANCE	PCT
4300 FINANCE	297,812.00	16,248.26	290,228.53	0.00	7,583.47	3
MUNICIPAL BLDG						
10-00-4401-080 CONTRACT CLEANING	6,000.00	136.80	5,136.80	0.00	863.20	14
10-00-4401-110 TELEPHONE	11,500.00	475.75	9,838.56	0.00	1,661.44	14
10-00-4401-130 UTILITIES	12,250.00	721.95	11,648.36	0.00	601.64	5
10-00-4401-330 SUPPLIES/MAINTENANCE	3,500.00	56.35	4,199.58	0.00	-699.58	-20
10-00-4401-540 PROP/LIAB INSURANCE	7,015.00	0.00	9,243.00	0.00	-2,228.00	-32
10-00-4401-740 CAPITAL OUTLAY	0.00	0.00	2,850.00	0.00	-2,850.00	0
4401 MUNICIPAL BLDG	40,265.00	1,390.85	42,916.30	0.00	-2,651.30	-7
LIBRARY						
10-00-4402-080 CONTRACT CLEANING	1,500.00	0.00	1,250.00	0.00	250.00	17
10-00-4402-130 UTILITIES	2,400.00	102.73	2,238.31	0.00	161.69	7
10-00-4402-330 MAINTENANCE	500.00	35.00	3,107.29	0.00	-2,607.29	-521
10-00-4402-540 PROP/LIAB INSURANCE	3,220.00	0.00	5,413.00	0.00	-2,193.00	-68
10-00-4402-740 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0
4402 LIBRARY	7,620.00	137.73	12,008.60	0.00	-4,388.60	-58
DEPOT						
10-00-4403-080 CONTRACT CLEANING	0.00	0.00	0.00	0.00	0.00	0
10-00-4403-130 UTILITIES	3,200.00	41.12	2,821.67	0.00	378.33	12
10-00-4403-330 SUPPLIES/MAINTENANCE	1,000.00	2,505.88	2,942.54	0.00	-1,942.54	-194
10-00-4403-540 PROP/LIAB INSURANCE	1,230.00	0.00	1,228.00	0.00	2.00	0
10-00-4403-740 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0
4403 DEPOT	5,430.00	2,547.00	6,992.21	0.00	-1,562.21	-29
FINANCE BLDG						
10-00-4404-080 CONTRACT CLEANING	1,800.00	0.00	1,500.00	0.00	300.00	17
10-00-4404-110 TELEPHONE	3,000.00	92.96	2,537.75	0.00	462.25	15
10-00-4404-130 UTILITIES	1,800.00	65.62	1,405.91	0.00	394.09	22
10-00-4404-330 MAINTENANCE	700.00	35.00	583.68	0.00	116.32	17
10-00-4404-540 PROP/LIAB INSURANCE	2,285.00	0.00	3,929.00	0.00	-1,644.00	-72

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	EXPENDITURE	EXPENDITURE	EXPENDITURE		BALANCE	PCT
10-00-4404-740 CAPITAL OUTLAY	0.00	0.00	1,575.00	0.00	-1,575.00	0
4404 FINANCE BLDG	9,585.00	193.58	11,531.34	0.00	-1,946.34	-20
MAYOR MEMORIAL						
10-00-4405-130 UTILITIES	300.00	26.22	313.28	0.00	-13.28	-4
10-00-4405-330 SUPPLIES/MAINTENANCE	200.00	0.00	0.00	0.00	200.00	100
4405 MAYOR MEMORIAL	500.00	26.22	313.28	0.00	186.72	37
WHOLESALE GROCERY						
10-00-4406-330 MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0
10-00-4406-540 PROP/LIAB INSURANCE	1,225.00	0.00	1,224.00	0.00	1.00	0
10-00-4406-740 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0
4406 WHOLESALE GROCERY	1,225.00	0.00	1,224.00	0.00	1.00	0
EXCHANGE BLDG						
10-00-4407-330 MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0
10-00-4407-540 PROP/LIAB INSURANCE	920.00	0.00	919.00	0.00	1.00	0
4407 EXCHANGE BLDG	920.00	0.00	919.00	0.00	1.00	0
AA BLDG						
10-00-4408-130 UTILITIES	0.00	0.00	0.00	0.00	0.00	0
10-00-4408-330 MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0
10-00-4408-540 PROP/LIAB INSURANCE	1,030.00	0.00	1,030.00	0.00	0.00	0
10-00-4408-740 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0
4408 AA BLDG	1,030.00	0.00	1,030.00	0.00	0.00	0
PUBLIC WORKS FACILITY						
10-00-4409-110 TELEPHONE	12,000.00	522.00	10,732.05	0.00	1,267.95	11
10-00-4409-130 UTILITIES	7,400.00	518.59	8,768.20	0.00	-1,368.20	-18
10-00-4409-220 EQUIPMENT PURCHASES	750.00	0.00	0.00	0.00	750.00	100
10-00-4409-330 SUPPLIES/MAINTENANCE	14,000.00	1,073.54	14,313.15	0.00	-313.15	-2
10-00-4409-540 PROP/LIAB INSURANCE	3,530.00	0.00	3,525.00	0.00	5.00	0
10-00-4409-595 COMPUTER SERVICES	3,000.00	253.55	4,828.11	0.00	-1,828.11	-61

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10-00-4409-740 CAPITAL OUTLAY	0.00	0.00	5,624.00	0.00	-5,624.00	0
4409 PUBLIC WORKS FACILITY	40,680.00	2,367.68	47,790.51	0.00	-7,110.51	-17
RECREATION STATION						
10-00-4410-080 CONTRACT CLEANING	4,000.00	80.00	10,437.60	0.00	-6,437.60	-161
10-00-4410-110 TELEPHONE	8,750.00	416.05	7,919.20	0.00	830.80	9
10-00-4410-130 UTILITIES	20,500.00	1,678.06	20,324.33	0.00	175.67	1
10-00-4410-330 SUPPLIES/MAINTENANCE	2,575.00	552.13	14,346.08	0.00	-11,771.08	-457
10-00-4410-540 PROP/LIAB INSURANCE	6,760.00	0.00	7,873.00	0.00	-1,113.00	-16
10-00-4410-740 CAPITAL OUTLAY	0.00	0.00	7,687.00	0.00	-7,687.00	0
4410 RECREATION STATION	42,585.00	2,726.24	68,587.21	0.00	-26,002.21	-61
MALCOLM BLUE FARM						
10-00-4411-110 TELEPHONE	0.00	102.05	819.81	0.00	-819.81	0
10-00-4411-130 UTILITIES	0.00	123.93	2,832.00	0.00	-2,832.00	0
10-00-4411-330 SUPPLIES/MAINTENANCE	0.00	0.00	1,941.43	0.00	-1,941.43	0
10-00-4411-540 PROPERTY INSURANCE	0.00	0.00	518.00	0.00	-518.00	0
10-00-4411-650 SPECIAL EVENTS	0.00	0.00	241.20	0.00	-241.20	0
10-00-4411-740 CAPITAL OUTLAY	0.00	0.00	776.00	0.00	-776.00	0
10-00-4411-741 GRIST MILL RESTORATION	0.00	0.00	0.00	0.00	0.00	0
4411 MALCOLM BLUE FARM	0.00	225.98	7,128.44	0.00	-7,128.44	0
RAY'S MILL PARK						
10-00-4412-740 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0
4412 RAY'S MILL PARK	0.00	0.00	0.00	0.00	0.00	0
MAIN STREET PROPERTY						
10-00-4415-740 MAIN STREET PROPERTY-CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0
4415 MAIN STREET PROPERTY	0.00	0.00	0.00	0.00	0.00	0
POLICE FACILITY						
10-10-4420-080 CONTRACT CLEANING	4,500.00	0.00	3,750.00	0.00	750.00	17
10-10-4420-110 TELEPHONE	14,000.00	479.86	12,305.68	0.00	1,694.32	12

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10-10-4420-130 UTILITIES	14,000.00	645.37	10,286.56	0.00	3,713.44	27
10-10-4420-330 SUPPLIES/MAINTENANCE	4,000.00	35.00	1,745.03	0.00	2,254.97	56
10-10-4420-540 PROP/LIAB INSURANCE	3,575.00	0.00	3,573.00	0.00	2.00	0
10-10-4420-740 CAPITAL OUTLAY	0.00	0.00	1,500.00	0.00	-1,500.00	0
4420 POLICE FACILITY	40,075.00	1,160.23	33,160.27	0.00	6,914.73	17
POLICE/FIRE LAND						
10-10-4425-740 POLICE/FIRE LAND-CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0
4425 POLICE/FIRE LAND	0.00	0.00	0.00	0.00	0.00	0
POLICE						
10-10-5150-020 SALARIES	1,262,650.00	104,174.21	1,157,021.94	0.00	105,628.06	8
10-10-5150-021 PART-TIME SALARIES	15,000.00	619.14	10,609.03	0.00	4,390.97	29
10-10-5150-022 HOLIDAY PAY	44,500.00	0.00	11,109.36	0.00	33,390.64	75
10-10-5150-023 OVERTIME	13,500.00	1,336.90	11,226.01	0.00	2,273.99	17
10-10-5150-024 ON-CALL PAY	4,500.00	365.69	4,614.68	0.00	-114.68	-3
10-10-5150-025 EXTRA DUTY REIMBURSEMENTS	0.00	700.00	700.00	0.00	-700.00	0
10-10-5150-030 SOCIAL SECURITY	103,768.00	7,992.78	90,143.49	0.00	13,624.51	13
10-10-5150-045 MEDICAL INSURANCE	134,310.00	10,452.50	112,368.02	0.00	21,941.98	16
10-10-5150-046 DENTAL INSURANCE	9,072.00	763.86	8,256.62	0.00	815.38	9
10-10-5150-047 LIFE INSURANCE	4,014.00	333.27	3,579.63	0.00	434.37	11
10-10-5150-050 RETIREMENT	97,856.00	8,273.74	85,839.35	0.00	12,016.65	12
10-10-5150-051 401K RETIREMENT	65,823.00	5,173.79	58,002.31	0.00	7,820.69	12
10-10-5150-052 LONGEVITY	16,300.00	0.00	15,900.00	0.00	400.00	2
10-10-5150-070 WORKER'S COMP	43,750.00	0.00	32,071.84	0.00	11,678.16	27
10-10-5150-075 PREEMPLOY SCREENING	700.00	0.00	1,500.00	0.00	-800.00	-114
10-10-5150-100 POSTAGE	1,000.00	0.00	484.73	0.00	515.27	52
10-10-5150-130 UTILITIES-HWY 5	1,500.00	68.67	1,108.68	0.00	391.32	26
10-10-5150-170 VEHICLE MAINTENANCE	25,000.00	-845.64	18,878.35	0.00	6,121.65	24
10-10-5150-200 COMMUNICATIONS	12,150.00	758.28	10,698.95	0.00	1,451.05	12
10-10-5150-220 EQUIPMENT PURCHASE	33,732.00	0.00	24,616.77	0.00	9,115.23	27
10-10-5150-225 EQUIPMENT MAINTENANCE	24,200.00	278.00	18,499.39	0.00	5,700.61	24

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10-10-5150-230 CONTRACTS/AGREEMENTS	0.00	0.00	0.00	0.00	0.00	0
10-10-5150-240 SPECIAL INVESTIGATIONS	1,200.00	676.00	1,011.50	0.00	188.50	16
10-10-5150-250 EMPLOYEE FUNCTIONS	900.00	0.00	250.00	0.00	650.00	72
10-10-5150-310 FUEL	82,000.00	4,454.01	56,931.48	0.00	25,068.52	31
10-10-5150-330 SUPPLIES	8,000.00	1,188.16	4,973.90	0.00	3,026.10	38
10-10-5150-331 SAFETY	3,250.00	12.00	1,489.87	0.00	1,760.13	54
10-10-5150-332 COMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0
10-10-5150-335 EMERGENCY MANAGEMENT	500.00	0.00	62.26	0.00	437.74	88
10-10-5150-360 UNIFORMS	6,200.00	907.51	5,809.08	0.00	390.92	6
10-10-5150-450 TRAINING/TRAVEL	8,500.00	24.53	8,635.05	0.00	-135.05	-2
10-10-5150-460 CRIME PREVENTION	500.00	0.00	275.00	0.00	225.00	45
10-10-5150-475 AMMUNITION	6,500.00	3,138.02	6,710.42	0.00	-210.42	-3
10-10-5150-530 DUES/SUBSCRIPTIONS	470.00	0.00	420.00	0.00	50.00	11
10-10-5150-540 PROP/LIAB INSURANCE	6,900.00	0.00	6,887.00	0.00	13.00	0
10-10-5150-580 UNIFORM CLEANING	5,150.00	313.36	3,142.57	0.00	2,007.43	39
10-10-5150-585 TAXI PERMIT EXPENSE	0.00	0.00	0.00	0.00	0.00	0
10-10-5150-587 PRECIOUS METAL FEES	0.00	0.00	0.00	0.00	0.00	0
10-10-5150-590 DONATION DISBURSEMENTS	150.00	0.00	0.00	0.00	150.00	100
10-10-5150-595 LEGAL SERVICES	3,000.00	525.00	3,858.75	0.00	-858.75	-29
10-10-5150-596 COMPUTER SERVICES	9,900.00	822.60	16,567.90	0.00	-6,667.90	-67
10-10-5150-600 STATE FORFEITURE	0.00	0.00	0.00	0.00	0.00	0
10-10-5150-650 FEDERAL FORFEITURE	0.00	0.00	0.00	0.00	0.00	0
10-10-5150-740 CAPITAL OUTLAY	128,000.00	0.00	130,281.15	0.00	-2,281.15	-2
10-10-5150-762 PRE-EMPLOYMENT SCREENING	0.00	0.00	0.00	0.00	0.00	0
<b>5150 POLICE</b>	<b>2,184,445.00</b>	<b>152,506.38</b>	<b>1,924,535.08</b>	<b>0.00</b>	<b>259,909.92</b>	<b>12</b>
<b>FIRE</b>						
10-10-5300-020 SALARIES	640,500.00	52,413.66	602,753.78	0.00	37,746.22	6
10-10-5300-022 HOLIDAY PAY	20,000.00	0.00	0.00	0.00	20,000.00	100
10-10-5300-023 OVERTIME	0.00	0.00	0.00	0.00	0.00	0
10-10-5300-024 CALL PAY	45,000.00	0.00	45,250.60	0.00	-250.60	-1

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10-10-5300-030 SOCIAL SECURITY	55,049.00	3,832.23	48,811.56	0.00	6,237.44	11
10-10-5300-045 MEDICAL INSURANCE	71,040.00	5,920.00	67,649.21	0.00	3,390.79	5
10-10-5300-046 DENTAL INSURANCE	5,184.00	447.78	4,828.27	0.00	355.73	7
10-10-5300-047 LIFE INSURANCE	1,982.00	182.81	1,959.97	0.00	22.03	1
10-10-5300-050 RETIREMENT	47,694.00	3,534.54	43,112.98	0.00	4,581.02	10
10-10-5300-051 401K RETIREMENT	33,730.00	2,499.69	30,556.34	0.00	3,173.66	9
10-10-5300-052 LONGEVITY	14,100.00	0.00	13,800.00	0.00	300.00	2
10-10-5300-053 PENSION	4,500.00	0.00	4,170.00	0.00	330.00	7
10-10-5300-070 WORKER'S COMP	28,000.00	0.00	34,453.08	0.00	-6,453.08	-23
10-10-5300-100 POSTAGE	900.00	10.30	456.44	0.00	443.56	49
10-10-5300-110 TELEPHONE	13,150.00	471.18	13,002.87	0.00	147.13	1
10-10-5300-130 UTILITIES	21,000.00	1,103.89	20,005.49	0.00	994.51	5
10-10-5300-150 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0
10-10-5300-170 VEHICLE MAINTENANCE	15,000.00	4,144.39	21,534.43	0.00	-6,534.43	-44
10-10-5300-200 COMMUNICATIONS	5,000.00	411.90	4,139.06	0.00	860.94	17
10-10-5300-220 EQUIPMENT PURCHASES	19,390.00	1,431.92	8,250.34	0.00	11,139.66	57
10-10-5300-225 EQUIPMENT MAINTENANCE	6,500.00	156.29	3,445.27	0.00	3,054.73	47
10-10-5300-260 ADVERTISING	0.00	0.00	0.00	0.00	0.00	0
10-10-5300-300 BUILDING MAINTENANCE	11,000.00	34.71	7,986.66	0.00	3,013.34	27
10-10-5300-310 FUEL	20,000.00	1,550.62	20,717.56	0.00	-717.56	-4
10-10-5300-330 SUPPLIES	8,500.00	52.88	6,932.08	0.00	1,567.92	18
10-10-5300-331 SAFETY	4,500.00	115.50	4,098.20	0.00	401.80	9
10-10-5300-332 HAZARDOUS MATERIALS	1,000.00	21.57	208.51	0.00	791.49	79
10-10-5300-335 EMERGENCY MANAGEMENT	1,500.00	0.00	1,159.20	0.00	340.80	23
10-10-5300-360 UNIFORMS	17,327.00	6,551.45	13,587.58	0.00	3,739.42	22
10-10-5300-365 TURNOUT GEAR	10,000.00	6,618.00	6,959.00	0.00	3,041.00	30
10-10-5300-450 TRAINING/TRAVEL	10,000.00	640.00	10,583.75	0.00	-583.75	-6
10-10-5300-451 TRAINING VOLUNTEERS	5,000.00	0.00	2,657.94	0.00	2,342.06	47
10-10-5300-455 INSPECTIONS	3,543.00	0.00	1,884.33	0.00	1,658.67	47
10-10-5300-460 FIRE PREVENTION	3,662.00	0.00	4,642.38	0.00	-980.38	-27

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10-10-5300-475 RESCUE	5,000.00	1,722.50	6,026.26	0.00	-1,026.26	-21	
10-10-5300-530 DUES & SUBSCRIPTIONS	3,000.00	0.00	1,707.95	0.00	1,292.05	43	
10-10-5300-540 PROP/LIAB INSURANCE	19,120.00	0.00	19,115.00	0.00	5.00	0	
10-10-5300-580 UNIFORM CLEANING	2,500.00	217.13	2,371.48	0.00	128.52	5	
10-10-5300-595 COMPUTER SERVICES	3,499.00	368.80	4,812.48	0.00	-1,313.48	-38	
10-10-5300-740 CAPITAL OUTLAY	55,000.00	1,750.00	56,472.20	0.00	-1,472.20	-3	
5300 FIRE	1,231,870.00	96,203.74	1,140,102.25	0.00	91,767.75	7	
PLANNING							
10-10-5415-020 SALARIES	256,600.00	21,628.52	235,114.36	0.00	21,485.64	8	
10-10-5415-030 SOCIAL SECURITY	19,806.00	1,591.29	18,559.51	0.00	1,246.49	6	
10-10-5415-045 MEDICAL INSURANCE	26,640.00	1,850.00	20,339.01	0.00	6,300.99	24	
10-10-5415-046 DENTAL INSURANCE	1,944.00	158.04	1,738.44	0.00	205.56	11	
10-10-5415-047 LIFE INSURANCE	777.00	69.17	762.24	0.00	14.76	2	
10-10-5415-050 RETIREMENT	18,304.00	1,529.13	17,673.18	0.00	630.82	3	
10-10-5415-051 401K RETIREMENT	12,945.00	1,081.42	12,567.60	0.00	377.40	3	
10-10-5415-052 LONGEVITY	2,300.00	0.00	2,300.00	0.00	0.00	0	
10-10-5415-070 WORKER'S COMP	3,500.00	0.00	2,954.89	0.00	545.11	16	
10-10-5415-100 POSTAGE	1,100.00	0.00	708.88	0.00	391.12	36	
10-10-5415-110 TELEPHONE	5,200.00	172.81	4,535.86	0.00	664.14	13	
10-10-5415-120 PRINTING/COPIES	1,500.00	0.00	1,162.26	0.00	337.74	23	
10-10-5415-170 VEHICLE MAINTENANCE	750.00	101.48	741.45	0.00	8.55	1	
10-10-5415-200 COMMUNICATIONS	3,000.00	253.03	2,460.70	0.00	539.30	18	
10-10-5415-220 EQUIPMENT PURCHASES	1,500.00	0.00	199.99	0.00	1,300.01	87	
10-10-5415-225 EQUIPMENT MAINTENANCE	7,850.00	1,239.64	7,663.08	0.00	186.92	2	
10-10-5415-260 ADVERTISING	3,500.00	232.76	2,389.48	0.00	1,110.52	32	
10-10-5415-310 FUEL	4,250.00	171.57	3,043.67	0.00	1,206.33	28	
10-10-5415-330 SUPPLIES	5,600.00	149.45	2,600.60	0.00	2,999.40	54	
10-10-5415-331 SAFETY	150.00	0.00	74.50	0.00	75.50	50	
10-10-5415-360 UNIFORMS	800.00	0.00	340.69	0.00	459.31	57	
10-10-5415-440 HOMEOWNER'S RECOVERY	800.00	0.00	603.00	0.00	197.00	25	

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	EXPENDITURE	EXPENDITURE	EXPENDITURE		BALANCE	PCT
10-10-5415-450 TRAINING/TRAVEL	10,000.00	332.00	8,770.39	0.00	1,229.61	12
10-10-5415-460 CITIZEN BOARDS	1,800.00	0.00	112.50	0.00	1,687.50	94
10-10-5415-465 APPEARANCE/BEAUTIFICATION	10,000.00	2,209.40	5,276.62	0.00	4,723.38	47
10-10-5415-470 DOWNTOWN DEVELOPMENT	20,000.00	0.00	10,603.45	0.00	9,396.55	47
10-10-5415-475 SPRING SPREE FESTIVAL	0.00	0.00	0.00	0.00	0.00	0
10-10-5415-481 CONTRACTED INSPECTIONS	0.00	0.00	0.00	0.00	0.00	0
10-10-5415-530 DUES/SUBSCRIPTIONS	900.00	0.00	865.00	0.00	35.00	4
10-10-5415-540 PROP/LIAB INSURANCE	925.00	0.00	923.00	0.00	2.00	0
10-10-5415-560 MINIMUM HOUSING ENFORCE	8,000.00	2,350.00	2,350.00	0.00	5,650.00	71
10-10-5415-595 PROFESSIONAL SERVICES	17,620.00	0.00	10,736.69	0.00	6,883.31	39
10-10-5415-596 COMPUTER SERVICES	16,750.00	1,126.80	13,892.72	0.00	2,857.28	17
10-10-5415-597 LEGAL SERVICES	37,620.00	8,510.00	34,892.25	0.00	2,727.75	7
10-10-5415-740 CAPITAL OUTLAY	0.00	0.00	186.66	0.00	-186.66	0
5415 PLANNING	502,431.00	44,756.51	427,142.67	0.00	75,288.33	15
P&R ADMIN						
10-80-5500-020 SALARIES	154,100.00	13,668.57	155,280.02	0.00	-1,180.02	-1
10-80-5500-021 PART-TIME SALARIES	18,000.00	824.70	18,320.12	0.00	-320.12	-2
10-80-5500-030 SOCIAL SECURITY	13,211.00	1,011.41	12,021.80	0.00	1,189.20	9
10-80-5500-045 MEDICAL INSURANCE	17,760.00	1,480.00	15,624.40	0.00	2,135.60	12
10-80-5500-046 DENTAL INSURANCE	1,296.00	105.36	1,110.53	0.00	185.47	14
10-80-5500-047 LIFE INSURANCE	464.00	41.30	418.53	0.00	45.47	10
10-80-5500-050 RETIREMENT	10,937.00	844.96	10,096.25	0.00	840.75	8
10-80-5500-051 401K RETIREMENT	7,735.00	597.54	7,145.48	0.00	589.52	8
10-80-5500-052 LONGEVITY	600.00	0.00	700.00	0.00	-100.00	-17
10-80-5500-070 WORKER'S COMP	4,900.00	0.00	4,050.96	0.00	849.04	17
10-80-5500-100 POSTAGE	200.00	0.00	242.45	0.00	-42.45	-21
10-80-5500-120 PRINTING/COPIES	500.00	0.00	0.00	0.00	500.00	100
10-80-5500-130 UTILITIES	0.00	0.00	0.00	0.00	0.00	0
10-80-5500-170 VEHICLE MAINTENANCE	700.00	0.00	94.27	0.00	605.73	87
10-80-5500-200 COMMUNICATIONS	1,800.00	14.25	66.69	0.00	1,733.31	96

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10-80-5500-220 EQUIPMENT PURCHASE	1,500.00	0.00	94.99	0.00	1,405.01	94
10-80-5500-225 EQUIP MAINTENANCE	1,800.00	0.00	2,008.97	0.00	-208.97	-12
10-80-5500-230 CONTRACTS/AGREEMENTS	0.00	0.00	175.00	0.00	-175.00	0
10-80-5500-260 ADVERTISING	1,050.00	0.00	865.38	0.00	184.62	18
10-80-5500-310 FUEL	450.00	114.19	915.58	0.00	-465.58	-103
10-80-5500-330 SUPPLIES	2,000.00	56.68	1,384.79	0.00	615.21	31
10-80-5500-331 SAFETY	300.00	100.00	1,352.78	0.00	-1,052.78	-351
10-80-5500-360 UNIFORMS-STAFF	425.00	0.00	368.00	0.00	57.00	13
10-80-5500-450 TRAINING/TRAVEL	2,800.00	0.00	1,913.37	0.00	886.63	32
10-80-5500-451 MILEAGE	0.00	0.00	0.00	0.00	0.00	0
10-80-5500-530 DUES/SUBSCRIPTIONS	445.00	0.00	1,034.00	0.00	-589.00	-132
10-80-5500-540 PROP/LIAB INSURANCE	1,140.00	0.00	866.00	0.00	274.00	24
10-80-5500-595 COMPUTER SERVICES	2,400.00	184.40	2,844.18	0.00	-444.18	-19
10-80-5500-596 GRANT PLANNING	0.00	0.00	0.00	0.00	0.00	0
10-80-5500-740 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0
5500 P&R ADMIN	246,513.00	19,043.36	238,994.54	0.00	7,518.46	3
PARK FACILITIES						
10-80-5510-130 UTILITIES	4,500.00	669.46	4,089.71	0.00	410.29	9
10-80-5510-170 VEHICLE MAINTENANCE	400.00	0.00	813.71	0.00	-413.71	-103
10-80-5510-220 EQUIPMENT PURCHASES	1,000.00	0.00	1,442.08	1,210.00	-1,652.08	-165
10-80-5510-225 EQUIP MAINTENANCE	1,000.00	29.21	1,290.73	0.00	-290.73	-29
10-80-5510-310 FUEL	2,000.00	150.95	1,700.90	0.00	299.10	15
10-80-5510-330 GROUNDS MAINTENANCE	10,000.00	228.46	14,122.21	0.00	-4,122.21	-41
10-80-5510-331 SAFETY	0.00	0.00	20.50	0.00	-20.50	0
10-80-5510-540 PROP/LIAB INSURANCE	755.00	0.00	754.00	0.00	1.00	0
10-80-5510-740 CAPITAL OUTLAY	0.00	0.00	2,981.00	0.00	-2,981.00	0
5510 PARK FACILITIES	19,655.00	1,078.08	27,214.84	1,210.00	-8,769.84	-45
PROGRAMS						
10-80-5520-330 SUPPLIES	0.00	0.00	476.74	0.00	-476.74	0
10-80-5520-450 TRAVEL	0.00	0.00	0.00	0.00	0.00	0

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10-80-5520-595 CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0
10-80-5520-600 RECREATION PROGRAMS	7,500.00	0.00	4,981.20	0.00	2,518.80	34
10-80-5520-650 SPECIAL EVENTS	25,096.00	0.00	22,737.46	0.00	2,358.54	9
5520 PROGRAMS	32,596.00	0.00	28,195.40	0.00	4,400.60	14
ATHLETICS						
10-80-5530-330 EQUIPMENT/SUPPLIES	1,800.00	167.50	2,055.45	0.00	-255.45	-14
10-80-5530-360 UNIFORMS-ATHLETICS	1,800.00	0.00	5,246.98	0.00	-3,446.98	-191
10-80-5530-595 CONTRACTED SERVICES	1,800.00	0.00	1,600.00	0.00	200.00	11
5530 ATHLETICS	5,400.00	167.50	8,902.43	0.00	-3,502.43	-65
STREETS & BEAUTIFICATION						
10-20-5600-020 SALARIES	248,825.00	19,113.68	220,356.36	0.00	28,468.64	11
10-20-5600-021 PART-TIME SALARIES	0.00	0.00	0.00	0.00	0.00	0
10-20-5600-023 OVERTIME	0.00	0.00	89.64	0.00	-89.64	0
10-20-5600-030 SOCIAL SECURITY	19,686.00	1,396.14	16,856.52	0.00	2,829.48	14
10-20-5600-045 MEDICAL INSURANCE	35,520.00	2,960.00	32,560.00	0.00	2,960.00	8
10-20-5600-046 DENTAL INSURANCE	2,592.00	210.72	2,317.92	0.00	274.08	11
10-20-5600-047 LIFE INSURANCE	772.00	66.80	736.14	0.00	35.86	5
10-20-5600-050 RETIREMENT	18,193.00	1,351.35	16,186.64	0.00	2,006.36	11
10-20-5600-051 401K RETIREMENT	12,867.00	955.68	11,473.96	0.00	1,393.04	11
10-20-5600-052 LONGEVITY	8,500.00	0.00	8,500.00	0.00	0.00	0
10-20-5600-070 WORKER'S COMP	15,350.00	0.00	17,090.74	0.00	-1,740.74	-11
10-20-5600-130 UTILITIES-STREET LIGHTING	93,000.00	7,808.90	83,734.06	0.00	9,265.94	10
10-20-5600-135 STREET LIGHTING REIMBURSABLE	3,500.00	377.88	3,976.20	0.00	-476.20	-14
10-20-5600-150 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0
10-20-5600-170 VEHICLE MAINTENANCE	31,500.00	965.41	32,365.35	0.00	-865.35	-3
10-20-5600-200 COMMUNICATIONS	5,200.00	62.82	2,626.97	0.00	2,573.03	49
10-20-5600-220 EQUIPMENT PURCHASES	6,100.00	252.61	2,851.80	0.00	3,248.20	53
10-20-5600-225 EQUIPMENT MAINTENANCE	13,000.00	1,540.27	25,545.51	0.00	-12,545.51	-97
10-20-5600-310 FUEL	43,000.00	2,518.07	30,617.89	0.00	12,382.11	29
10-20-5600-320 STREET SIGNS	2,000.00	0.00	3,981.26	0.00	-1,981.26	-99

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10-20-5600-322 STREET MAINTENANCE-NONPOWELL BILL	0.00	550.00	2,850.00	0.00	-2,850.00	0
10-20-5600-325 CHRISTMAS DECORATIONS	1,800.00	0.00	1,081.99	0.00	718.01	40
10-20-5600-330 SUPPLIES	14,000.00	1,244.63	7,804.50	0.00	6,195.50	44
10-20-5600-331 SAFETY	2,900.00	0.00	1,618.73	0.00	1,281.27	44
10-20-5600-335 EMERGENCY MANAGEMENT	0.00	0.00	57.36	0.00	-57.36	0
10-20-5600-360 UNIFORMS	5,000.00	883.69	6,776.46	0.00	-1,776.46	-36
10-20-5600-450 TRAINING	375.00	75.00	375.58	0.00	-0.58	0
10-20-5600-480 ENGINEER SERVICES	0.00	0.00	0.00	0.00	0.00	0
10-20-5600-520 STORMWATER GRANT	0.00	0.00	0.00	0.00	0.00	0
10-20-5600-540 PROP/LIAB INSURANCE	4,310.00	0.00	4,306.00	0.00	4.00	0
10-20-5600-740 CAPITAL OUTLAY	144,048.00	0.00	139,304.74	0.00	4,743.26	3
10-20-5600-741 CAPITAL OUTLAY-NONPOWELL BILL	0.00	0.00	0.00	0.00	0.00	0
<b>5600 STREETS &amp; BEAUTIFICATION</b>	<b>732,038.00</b>	<b>42,333.65</b>	<b>676,042.32</b>	<b>0.00</b>	<b>55,995.68</b>	<b>8</b>
<b>POWELL BILL</b>						
10-20-5650-230 BRIDGE MAINTENANCE	5,000.00	0.00	2,191.79	0.00	2,808.21	56
10-20-5650-232 RR CROSSING MAINTENANCE	14,800.00	748.00	15,514.28	0.00	-714.28	-5
10-20-5650-332 SIDEWALK MAINTENANCE	5,000.00	0.00	0.00	0.00	5,000.00	100
10-20-5650-333 SIDEWALK INSTALLATION	20,000.00	0.00	0.00	15,210.00	4,790.00	24
10-20-5650-595 ENGINEERING	500.00	0.00	1,996.25	0.00	-1,496.25	-299
10-20-5650-610 STREET MAINTENANCE	10,000.00	0.00	48,785.98	0.00	-38,785.98	-388
10-20-5650-612 STREET RESURFACING	137,179.00	12,555.00	12,555.00	0.00	124,624.00	91
10-20-5650-740 CAPITAL OUTLAY	0.00	0.00	30,500.00	0.00	-30,500.00	0
<b>5650 POWELL BILL</b>	<b>192,479.00</b>	<b>13,303.00</b>	<b>111,543.30</b>	<b>15,210.00</b>	<b>65,725.70</b>	<b>34</b>
<b>SANITATION</b>						
10-30-5800-020 SALARIES	198,055.00	15,072.91	171,007.37	0.00	27,047.63	14
10-30-5800-030 SOCIAL SECURITY	15,503.00	1,111.51	12,993.17	0.00	2,509.83	16
10-30-5800-045 MEDICAL INSURANCE	31,080.00	2,852.60	29,147.52	0.00	1,932.48	6
10-30-5800-046 DENTAL INSURANCE	2,268.00	184.38	1,975.50	0.00	292.50	13
10-30-5800-047 LIFE INSURANCE	608.00	52.34	564.36	0.00	43.64	7
10-30-5800-050 RETIREMENT	14,328.00	1,065.63	12,408.53	0.00	1,919.47	13

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10-30-5800-051 401K RETIREMENT	10,133.00	761.25	8,833.02	0.00	1,299.98	13
10-30-5800-052 LONGEVITY	4,600.00	0.00	4,500.00	0.00	100.00	2
10-30-5800-070 WORKER'S COMP	10,425.00	0.00	16,221.95	0.00	-5,796.95	-56
10-30-5800-170 VEHICLE MAINTENANCE	13,000.00	927.42	18,895.47	0.00	-5,895.47	-45
10-30-5800-200 COMMUNICATIONS	500.00	0.00	16.01	0.00	483.99	97
10-30-5800-220 EQUIPMENT PURCHASES	8,800.00	0.00	11,564.18	0.00	-2,764.18	-31
10-30-5800-225 EQUIPMENT MAINTENANCE	1,000.00	0.00	852.45	0.00	147.55	15
10-30-5800-230 CONTRACTS/AGREEMENTS	0.00	0.00	510.00	0.00	-510.00	0
10-30-5800-260 ADVERTISING	300.00	0.00	329.75	0.00	-29.75	-10
10-30-5800-310 FUEL	26,000.00	1,782.51	21,820.51	0.00	4,179.49	16
10-30-5800-330 SUPPLIES	1,700.00	46.77	465.99	0.00	1,234.01	73
10-30-5800-331 SAFETY	2,800.00	0.00	3,811.07	0.00	-1,011.07	-36
10-30-5800-360 UNIFORMS	4,200.00	677.11	5,506.34	0.00	-1,306.34	-31
10-30-5800-540 PROP/LIAB INSURANCE	4,885.00	0.00	4,881.00	0.00	4.00	0
10-30-5800-560 LANDFILL DISPOSAL FEES	97,000.00	4,024.27	75,817.45	0.00	21,182.55	22
10-30-5800-562 LEAF/LIMB DISPOSAL FEES	0.00	2,365.95	4,209.00	0.00	-4,209.00	0
10-30-5800-565 RECYCLING DISPOSAL FEES	25,000.00	0.00	0.00	0.00	25,000.00	100
10-30-5800-570 HAZARDOUS DISPOSAL FEES	4,000.00	0.00	4,119.66	0.00	-119.66	-3
10-30-5800-740 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0
5800 SANITATION	476,185.00	30,924.65	410,450.50	0.00	65,734.50	14
10 GENERAL FUND	6,290,285.00	439,353.46	5,680,829.37	16,420.00	593,035.63	9
WATER & SEWER FUND						
WATER PRODUCTION						
30-91-6100-020 SALARIES	113,800.00	7,521.92	101,280.92	0.00	12,519.08	11
30-91-6100-021 SALARIES: PART-TIME	0.00	0.00	0.00	0.00	0.00	0
30-91-6100-022 HOLIDAY PAY	0.00	0.00	0.00	0.00	0.00	0
30-91-6100-023 OVERTIME	5,000.00	589.11	5,570.60	0.00	-570.60	-11
30-91-6100-030 SOCIAL SECURITY	9,371.00	591.30	8,187.16	0.00	1,183.84	13
30-91-6100-045 MEDICAL INSURANCE	13,320.00	740.00	11,840.00	0.00	1,480.00	11

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30-91-6100-046 DENTAL INSURANCE	972.00	52.68	842.88	0.00	129.12	13
30-91-6100-047 LIFE INSURANCE	368.00	21.30	324.58	0.00	43.42	12
30-91-6100-049 WELLNESS	250.00	0.00	353.28	0.00	-103.28	-41
30-91-6100-050 RETIREMENT	8,660.00	573.44	7,815.92	0.00	844.08	10
30-91-6100-051 401K RETIREMENT	6,125.00	397.95	5,501.76	0.00	623.24	10
30-91-6100-052 LONGEVITY	3,700.00	0.00	3,700.00	0.00	0.00	0
30-91-6100-070 WORKER'S COMP	3,700.00	0.00	4,340.34	0.00	-640.34	-17
30-91-6100-100 POSTAGE	1,000.00	0.00	329.12	0.00	670.88	67
30-91-6100-130 UTILITIES	142,000.00	8,935.87	133,013.32	0.00	8,986.68	6
30-91-6100-170 VEHICLE MAINTENANCE	5,100.00	5,731.96	9,824.07	0.00	-4,724.07	-93
30-91-6100-175 FACILITY MAINTENANCE	38,000.00	1,643.16	21,156.59	0.00	16,843.41	44
30-91-6100-177 SYSTEM MAINTENANCE	30,000.00	0.00	19,974.73	0.00	10,025.27	33
30-91-6100-180 WELL HEAD PROTECTION PROGRAM	1,000.00	0.00	0.00	0.00	1,000.00	100
30-91-6100-200 COMMUNICATIONS	7,591.00	128.62	1,619.04	2,340.00	3,631.96	48
30-91-6100-220 EQUIPMENT PURCHASES	4,000.00	0.00	4,906.08	0.00	-906.08	-23
30-91-6100-225 EQUIPMENT MAINTENANCE	7,000.00	2,300.00	18,769.25	0.00	-11,769.25	-168
30-91-6100-235 LICENSES & FEES	4,000.00	0.00	1,925.00	0.00	2,075.00	52
30-91-6100-310 FUEL	15,000.00	362.73	9,335.19	0.00	5,664.81	38
30-91-6100-330 SUPPLIES	7,000.00	23.88	6,053.34	0.00	946.66	14
30-91-6100-331 SAFETY	1,500.00	0.00	1,190.52	0.00	309.48	21
30-91-6100-332 TESTING	25,000.00	835.00	21,903.35	0.00	3,096.65	12
30-91-6100-333 CHEMICALS	96,000.00	2,752.50	75,474.83	0.00	20,525.17	21
30-91-6100-360 UNIFORMS	1,750.00	304.00	2,248.87	0.00	-498.87	-29
30-91-6100-450 TRAINING/TRAVEL	3,000.00	0.00	570.72	0.00	2,429.28	81
30-91-6100-480 CONTRACT REIMBURSEABLE	9,000.00	492.00	7,172.00	0.00	1,828.00	20
30-91-6100-540 PROP/LIAB INSURANCE	17,570.00	0.00	17,862.00	0.00	-292.00	-2
30-91-6100-595 ENGINEER SERVICES	2,500.00	0.00	0.00	0.00	2,500.00	100
30-91-6100-596 CONTRACTED SERVICES	150,426.00	37,606.25	150,425.00	0.00	1.00	0
30-91-6100-597 LEGAL FEES	0.00	0.00	673.75	0.00	-673.75	0
30-91-6100-600 DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00	0

FY 2014-2015

TOWN OF ABERDEEN  
MAY EXPENDITURE REPORT-BY DEPT  
CURRENT PERIOD: 05/01/2015 TO 05/31/2015

IDEAL REMAINING PERCENT: 8 %

ACCOUNT	BUDGETED	CURRENT	YEAR TO DATE	REMAINING		
	EXPENDITURE	EXPENDITURE	EXPENDITURE	ENCUMBRANCE	BALANCE	PCT
30-91-6100-740 CAPITAL OUTLAY	0.00	0.00	5,400.00	2,833.26	-8,233.26	0
30-91-6100-741 CAPITAL OUTLAY-NEW TANK	0.00	0.00	0.00	0.00	0.00	0
30-91-6100-742 CAPITAL OUTLAY-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0
30-91-6100-990 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0
6100 WATER PRODUCTION	733,703.00	71,603.67	659,584.21	5,173.26	68,945.53	9
WATER & SEWER						
30-91-6200-020 SALARIES	398,000.00	28,167.87	324,240.80	0.00	73,759.20	19
30-91-6200-021 PART-TIME SALARIES	0.00	0.00	0.00	0.00	0.00	0
30-91-6200-023 OVERTIME	8,000.00	1,377.38	6,848.88	0.00	1,151.12	14
30-91-6200-024 ON-CALL PAY	2,000.00	32.26	630.80	0.00	1,369.20	68
30-91-6200-030 SOCIAL SECURITY	32,168.00	2,149.38	25,384.45	0.00	6,783.55	21
30-91-6200-045 MEDICAL INSURANCE	39,960.00	3,330.00	35,065.60	0.00	4,894.40	12
30-91-6200-046 DENTAL INSURANCE	2,916.00	263.40	2,814.13	0.00	101.87	3
30-91-6200-047 LIFE INSURANCE	1,262.00	104.87	1,124.58	0.00	137.42	11
30-91-6200-048 OPEB EXPENSE (AUDIT)	0.00	0.00	0.00	0.00	0.00	0
30-91-6200-050 RETIREMENT	29,729.00	2,091.14	24,315.25	0.00	5,413.75	18
30-91-6200-051 401K RETIREMENT	21,025.00	1,478.87	17,259.55	0.00	3,765.45	18
30-91-6200-052 LONGEVITY	12,500.00	0.00	12,200.00	0.00	300.00	2
30-91-6200-070 WORKER'S COMP	9,050.00	0.00	9,666.68	0.00	-616.68	-7
30-91-6200-071 WORKER'S COMP DEDUCTIBLE	2,000.00	0.00	170.91	0.00	1,829.09	91
30-91-6200-100 POSTAGE	2,000.00	0.00	0.00	0.00	2,000.00	100
30-91-6200-130 UTILITIES	9,000.00	1,263.75	8,401.43	0.00	598.57	7
30-91-6200-131 BUILDING MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0
30-91-6200-150 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0
30-91-6200-170 VEHICLE MAINTENANCE	10,000.00	902.78	10,676.49	0.00	-676.49	-7
30-91-6200-171 SYSTEM MAINTENANCE	107,500.00	10,102.84	16,882.72	0.00	90,617.28	84
30-91-6200-175 FACILITY MAINTENANCE	14,600.00	909.38	25,759.55	0.00	-11,159.55	-76
30-91-6200-200 COMMUNICATIONS	4,700.00	560.98	6,293.80	0.00	-1,593.80	-34
30-91-6200-220 EQUIPMENT PURCHASE	5,700.00	0.00	3,607.70	0.00	2,092.30	37
30-91-6200-225 EQUIPMENT MAINTENANCE	10,000.00	1,296.56	10,580.10	0.00	-580.10	-6

FY 2014-2015

TOWN OF ABERDEEN  
MAY EXPENDITURE REPORT-BY DEPT  
CURRENT PERIOD: 05/01/2015 TO 05/31/2015

IDEAL REMAINING PERCENT: 8 %

<u>ACCOUNT</u>	<u>BUDGETED</u>	<u>CURRENT</u>	<u>YEAR TO DATE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING</u>	
	<u>EXPENDITURE</u>	<u>EXPENDITURE</u>	<u>EXPENDITURE</u>		<u>BALANCE</u>	<u>PCT</u>
30-91-6200-227 RPZ PROGRAM	2,000.00	0.00	820.00	0.00	1,180.00	59
30-91-6200-230 CONTRACTS/AGREEMENTS	3,000.00	649.53	2,435.18	0.00	564.82	19
30-91-6200-235 LICENSES & FEES	1,200.00	0.00	1,340.00	0.00	-140.00	-12
30-91-6200-260 ADVERTISING	280.00	0.00	296.50	0.00	-16.50	-6
30-91-6200-310 FUEL	30,000.00	1,873.11	20,706.27	0.00	9,293.73	31
30-91-6200-330 SUPPLIES	81,000.00	10,567.34	86,193.88	2,025.95	-7,219.83	-9
30-91-6200-331 SAFETY	3,500.00	0.00	4,864.50	0.00	-1,364.50	-39
30-91-6200-335 EMERGENCY MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0
30-91-6200-360 UNIFORMS	3,700.00	690.82	5,460.91	0.00	-1,760.91	-48
30-91-6200-450 TRAINING/TRAVEL	3,200.00	50.56	2,680.73	0.00	519.27	16
30-91-6200-480 CONTRACT REIMBURSABLE	0.00	0.00	0.00	0.00	0.00	0
30-91-6200-540 PROP/LIAB INSURANCE	6,730.00	0.00	6,727.00	0.00	3.00	0
30-91-6200-595 ENGINEER SERVICES	3,000.00	0.00	14,700.00	0.00	-11,700.00	-390
30-91-6200-596 CONTRACT SERV. WATER TREATMENT	640,601.00	68,675.63	648,777.16	0.00	-8,176.16	-1
30-91-6200-597 LEGAL FEES	0.00	175.00	665.00	0.00	-665.00	0
30-91-6200-740 CAPITAL OUTLAY-WATER	10,000.00	0.00	0.00	0.00	10,000.00	100
30-91-6200-741 CAPITAL OUTLAY - SEWER	25,000.00	0.00	0.00	0.00	25,000.00	100
30-91-6200-742 CAPITAL OUTLAY-EQUIPMENT	36,000.00	0.00	23,227.15	0.00	12,772.85	35
30-91-6200-743 CAPITAL OUTLAY - FACILITY	0.00	0.00	0.00	0.00	0.00	0
30-91-6200-744 CAPITAL OUTLAY-CDBG	14,000.00	0.00	0.00	0.00	14,000.00	100
30-91-6200-900 ADMINISTRATIVE CHARGES	250,000.00	20,833.00	229,163.00	0.00	20,837.00	8
30-91-6200-910 TRANSFER-OUT TO GEN FUND	0.00	0.00	0.00	0.00	0.00	0
30-91-6200-920 TRANSFER TO CDBG	0.00	0.00	0.00	0.00	0.00	0
30-91-6200-925 TRANSFER-OUT TO SW INTERCEPT FUND	0.00	0.00	0.00	0.00	0.00	0
30-91-6200-930 TRANSFER-OUT TO CAPITAL RESERVE	0.00	0.00	0.00	0.00	0.00	0
30-91-6200-999 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00	0
<b>6200 WATER &amp; SEWER</b>	<b>1,835,321.00</b>	<b>157,546.45</b>	<b>1,589,980.70</b>	<b>2,025.95</b>	<b>243,314.35</b>	<b>13</b>
<b>BILLING &amp; COLLECTIONS</b>						
30-91-6300-020 SALARIES	56,100.00	4,362.40	54,991.89	0.00	1,108.11	2
30-91-6300-023 OVERTIME	0.00	0.00	0.00	0.00	0.00	0

FY 2014-2015

TOWN OF ABERDEEN  
MAY EXPENDITURE REPORT-BY DEPT  
CURRENT PERIOD: 05/01/2015 TO 05/31/2015

IDEAL REMAINING PERCENT: 8 %

ACCOUNT	BUDGETED	CURRENT	YEAR TO DATE	ENCUMBRANCE	REMAINING	
	EXPENDITURE	EXPENDITURE	EXPENDITURE		BALANCE	PCT
30-91-6300-024 CALL PAY	0.00	0.00	0.00	0.00	0.00	0
30-91-6300-030 SOCIAL SECURITY	4,403.00	321.64	4,108.98	0.00	294.02	7
30-91-6300-045 MEDICAL INSURANCE	4,440.00	370.00	4,070.00	0.00	370.00	8
30-91-6300-046 DENTAL INSURANCE	324.00	26.34	289.74	0.00	34.26	11
30-91-6300-047 LIFE INSURANCE	173.00	20.79	228.94	0.00	-55.94	-32
30-91-6300-050 RETIREMENT	4,069.00	308.42	3,930.34	0.00	138.66	3
30-91-6300-051 401K RETIREMENT	2,878.00	302.16	3,573.65	0.00	-695.65	-24
30-91-6300-052 LONGEVITY	1,450.00	0.00	600.00	0.00	850.00	59
30-91-6300-070 WORKER'S COMP	215.00	0.00	158.09	0.00	56.91	26
30-91-6300-100 POSTAGE	7,500.00	1,299.30	6,845.74	0.00	654.26	9
30-91-6300-110 TELEPHONE	3,500.00	92.96	3,185.65	0.00	314.35	9
30-91-6300-120 PRINTING	3,000.00	470.72	2,346.27	0.00	653.73	22
30-91-6300-220 EQUIPMENT PURCHASES	500.00	0.00	0.00	0.00	500.00	100
30-91-6300-225 EQUIPMENT MAINTENANCE	500.00	0.00	0.00	0.00	500.00	100
30-91-6300-260 ADVERTISING	170.00	0.00	0.00	0.00	170.00	100
30-91-6300-330 SUPPLIES	2,000.00	4.04	477.14	0.00	1,522.86	76
30-91-6300-450 TRAINING/TRAVEL	728.00	0.00	0.00	0.00	728.00	100
30-91-6300-540 PROP/LIAB INSURANCE	120.00	0.00	119.00	0.00	1.00	1
30-91-6300-570 MISCELLANEOUS	0.00	0.00	84.00	0.00	-84.00	0
30-91-6300-595 COMPUTER SERVICES	3,000.00	161.35	7,567.62	0.00	-4,567.62	-152
30-91-6300-740 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0
6300 BILLING & COLLECTIONS	95,070.00	7,740.12	92,577.05	0.00	2,492.95	3
30 WATER & SEWER FUND	2,664,094.00	236,890.24	2,342,141.96	7,199.21	314,752.83	12
	8,954,379.00	676,243.70	8,022,971.33	23,619.21	907,788.46	10

FY 2014-2015

TOWN OF ABERDEEN  
MAY DEBT PAYMENTS REPORT  
CURRENT PERIOD: 05/01/2015 TO 05/31/2015

IDEAL REMAINING PERCENT: 8 %

<u>ACCOUNT</u>	<u>BUDGETED</u>	<u>CURRENT</u>	<u>YEAR TO DATE</u>	<u>REMAINING</u>		
	<u>EXPENDITURE</u>	<u>EXPENDITURE</u>	<u>EXPENDITURE</u>	<u>ENCUMBRANCE</u>	<u>BALANCE</u>	<u>PCT</u>
10-60-5900-100 FINGERPRINT MACHINE-PRINCIPAL	9,406.00	0.00	9,405.67	0.00	0.33	0
10-60-5900-200 FINGERPRINT MACHINE-INTEREST	644.00	0.00	643.38	0.00	0.62	0
10-60-5902-100 RECREATION STATION-PRINCIPAL	66,667.00	0.00	0.00	0.00	66,667.00	100
10-60-5902-200 RECREATION STATION-INTEREST	21,174.00	0.00	0.00	0.00	21,174.00	100
10-60-5903-100 POLICE IN-CAR CAMERAS-PRINCIPAL	14,420.00	0.00	14,419.46	0.00	0.54	0
10-60-5903-200 POLICE IN-CAR CAMERAS-INTEREST	1,554.00	0.00	1,553.75	0.00	0.25	0
10-60-5905-100 2012-13 DURANGOS-PRINC	19,414.00	0.00	0.00	0.00	19,414.00	100
10-60-5905-200 2012-13 DURANGOS-INTEREST	398.00	0.00	0.00	0.00	398.00	100
10-60-5907-100 2012-13 CHEVY TAHOES-PRINCIPAL	22,583.00	0.00	0.00	0.00	22,583.00	100
10-60-5907-200 2012-13 CHEVY TAHOES-INTEREST	305.00	0.00	0.00	0.00	305.00	100
10-60-5908-100 2013-14 (3) DODGE CHARGERS-PRINC	30,246.00	0.00	30,245.87	0.00	0.13	0
10-60-5908-200 2013-14 (3) DODGE CHARGERS-INTEREST	1,986.00	0.00	1,985.44	0.00	0.56	0
10-60-5909-100 2014-15 (4) POLICE VEHICLES-PRINC	42,667.00	0.00	43,522.73	0.00	-855.73	-2
10-60-5909-200 2014-15 (4) POLICE VEHICLES-INT	3,840.00	0.00	0.00	0.00	3,840.00	100
10-60-5910-100 2012-13 KNUCKLEBOOM TRUCK-PRINC	28,012.00	0.00	0.00	0.00	28,012.00	100
10-60-5910-200 2012-13 KNUCKLEBOOM TRUCK-INT	1,252.00	0.00	0.00	0.00	1,252.00	100
10-60-5911-100 2013-14 FIRE TRUCK-PRINCIPAL	62,226.00	0.00	62,225.94	0.00	0.06	0
10-60-5911-200 2013-14 FIRE TRUCK-INTEREST	33,055.00	0.00	33,054.34	0.00	0.66	0
10-60-5912-100 2013-14 (2) TAHOES-PRINCIPAL	23,347.00	0.00	23,346.72	0.00	0.28	0
10-60-5912-200 2013-14 (2) TAHOES-INTEREST	977.00	0.00	976.56	0.00	0.44	0
10-60-5913-100 FIRE STATION EXPANSION-PRINC	22,911.00	0.00	22,928.81	0.00	-17.81	0
10-60-5913-200 FIRE STATION EXPANSION-INT	41,308.00	0.00	41,289.19	0.00	18.81	0
10-60-5914-100 POLICE/FIRE LAND-PRINCIPAL	25,918.00	0.00	25,917.10	0.00	0.90	0
10-60-5914-200 POLICE/FIRE LAND-INTEREST	8,525.00	0.00	8,524.43	0.00	0.57	0
	<u>482,835.00</u>	<u>0.00</u>	<u>320,039.39</u>	<u>0.00</u>	<u>162,795.61</u>	<u>34</u>



## 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:** Beth F. Wentland **Department:** Finance

**Contact Phone #** 910-944-4502 **Date Submitted:** 6/18/2015

**Agenda Item Title:** 2015-2016 Town Budget Ordinance

**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:**  
Attached please find the Town Budget Ordinance for adopting the proposed 2015-2016 budget prior to June 30, 2015.  
  
Thank you,  
Beth  
  
**Special requests (i.e. Needs to be first on the agenda due to schedule of guest, etc.):**

**TOWN OF ABERDEEN  
FISCAL YEAR 2015-2016  
OPERATING BUDGET ORDINANCE**

BE IT ORDAINED by the Governing Board of the Town of Aberdeen, North Carolina:

Section 1: The following amounts are hereby appropriated in the General Fund for the operation of the town government and its activities for the fiscal year beginning July 1, 2015, and ending June 30, 2016, in accordance with the chart of accounts heretofore established for this Town:

Administration	\$	122,837
Special Appropriations	\$	30,325
Governing Body	\$	29,106
Finance	\$	334,417
Buildings & Grounds	\$	285,080
Contingency	\$	0
Police	\$	2,156,108
Fire/Rescue	\$	1,267,578
Planning	\$	563,728
Parks & Recreation	\$	421,052
Streets & Beautification	\$	648,992
Powell Bill	\$	508,000
Sanitation	\$	491,763
Debt Service	\$	<u>474,505</u>
Total	\$	7,333,491

Section 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2015, and ending June 30, 2016:

Ad Valorem Taxes	\$	3,459,423
Intergovernmental-State	\$	2,365,920
Intergovernmental-Local	\$	91,500
License & Permit Fees	\$	193,900
Service Fees	\$	365,000
Investments	\$	1,700
Rents/Leases	\$	152,612
Franchise Fees	\$	16,000
Contributions	\$	0
Recreation Fees	\$	61,500
Miscellaneous Revenue	\$	201,920
Appropriated Revenues	\$	<u>424,016</u>
Total	\$	7,333,491

Section 3. There is hereby levied a tax at the rate of forty-five (\$.45) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2015.

Section 4. The following amounts are hereby appropriated in the Water & Sewer Fund for the operation of the water and sewer utilities for the fiscal year beginning July 1, 2015, and ending June 30, 2016, in accordance with the chart of accounts heretofore approved for the Town:

Water Production	\$	980,541
Water/Sewer Operation	\$	1,905,858
Water Billing & Collections	\$	<u>101,460</u>
Total	\$	2,987,859

Section 5. It is estimated that the following revenues will be available in the Water/Sewer Fund for the fiscal year beginning July 1, 2015, and ending June 30, 2016:

Water Usage Charges	\$ 1,350,000
Sewer Usage Charges	\$ 1,150,852
Bulk Water Charges	\$ 333,500
Water/Sewer Tap Fees	\$ 20,000
Acreage Fees	\$ 50,000
Late Fees & Reconnect Fees	\$ 40,000
Application Fees	\$ 8,000
NSF Fees	\$ 1,500
Contract Reimbursable	\$ 7,500
Interest Income	\$ 0
Miscellaneous	\$ 20,000
Appropriated Revenues	\$ <u>6,507</u>
Total	\$ 2,987,859

Section 6. Water and sewer usage rates for each bi-monthly billing cycle are hereby established as follows for the fiscal year beginning July 1, 2015, and ending June 30, 2016:

*(on following page)*

**In-Town Water Rates (per billing cycle)**

Residential Base Rate Charges (includes no usage)	\$12.00
Commercial & Institutional Base Rate Charges	\$15.00
Industrial Base Rate Charges	\$50.00
1,000 – 5,000 gallons	3.01 per thousand
5,001 – 10,000 gallons	3.22 per thousand
10,001 – 15,000 gallons	3.42 per thousand
15,001 – 20,000 gallons	3.63 per thousand
20,001 – 25,000 gallons	4.04 per thousand
Over 25,000 gallons	4.42 per thousand

**In-Town Sewer Rates (per billing cycle)**

Residential Base Rate Charges (includes no usage)	\$12.00
Commercial & Institutional Base Rate Charges	\$15.00
Industrial Base Rate Charges	\$50.00
1,000 – 5,000 gallons	3.37 per thousand
5,001 – 10,000 gallons	4.04 per thousand
10,001 – 15,000 gallons	4.69 per thousand
15,001 – 20,000 gallons	5.37 per thousand
20,001 – 25,000 gallons	6.05 per thousand
Over 25,000 gallons	6.71 per thousand

**Out of Town Water Rates (per billing cycle)**

Residential Base Rate Charges (includes no usage)	\$20.00
Commercial & Institutional Base Rate Charges	\$30.00
Industrial Base Rate Charges	\$100.00
1,000 – 5,000 gallons	6.04 per thousand
5,001 – 10,000 gallons	6.62 per thousand
10,001 – 15,000 gallons	7.19 per thousand
15,001 – 20,000 gallons	7.78 per thousand
20,001 – 25,000 gallons	8.35 per thousand
Over 25,000 gallons	8.94 per thousand

**Out of Town Sewer Rates (per billing cycle)**

Residential Base Rate Charges (includes no usage)	\$20.00
Commercial & Institutional Base Rate Charges	\$30.00
Industrial Base Rate Charges	\$100.00
1,000 – 5,000 gallons	6.73 per thousand
5,001 – 10,000 gallons	7.32 per thousand
10,001 – 15,000 gallons	7.89 per thousand
15,001 – 20,000 gallons	8.47 per thousand
20,001 – 25,000 gallons	9.04 per thousand
Over 25,000 gallons	9.63 per thousand

Duly adopted this \_\_\_\_\_ day of June, 2015, while in regular session.

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Robert A. Farrell  
Town Mayor

Attest:

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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: Beth F. Wentland Department: Finance

Contact Phone # 910-944-4502 Date Submitted: 6/18/2015

Agenda Item Title: Year-end Budget Amendments for FY 2014-2015

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:

Attached please find various year-end budget amendments for FY 2014-2015 that I have prepared for the Town Board to consider and approve prior to June 30, 2015.

Thank you,  
Beth

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

M E M O

TO: Town Board

FROM: Beth F. Wentland, Finance Officer 

SUBJECT: Year-end Budget Amendments for FY 2014-2015

I have performed my thorough review of year-to-date expenses in comparison with our current budget numbers by line item. Yearend budget amendments (attached) have been prepared for your consideration and approval. As you are all aware, this is a standard procedure that we always do in June as an act of due diligence to help prepare for yearend.

These budget amendments revise original budget estimates to help cover actual costs that occurred during the year. There are also some Town match commitments to grant projects that need to be appropriated before yearend. As I prepared these amendments, I strived to provide a little "cushion" to each department's budget to help us complete June with hopefully no department budget becoming overspent once all costs are in for the year. Along with our ytd expenses, and normal operating costs covering June to still be paid, we are also required to record (in our June accounting records) any payroll costs technically *owed* to our employees as of June 30 *but are unpaid until the first payroll in July*, and this year that equates to 12 days. These amendments help us to cover these costs without any overspent results at June 30.

To summarize, the budget amendments include the following:

- Adjust original budget estimates in the General Fund at yearend;
- Appropriation for various capital costs that occurred during the fiscal year;
- Appropriation for Malcolm Blue Farm operating costs;
- Appropriation for the Town's contribution to the CDBG: Galaxy/Blue's Crossing SBEA Project;
- Appropriation for the Town's contribution to the Ray's Mill Park Project;
- Adjust original budget estimates in the Water & Sewer Fund at yearend;
- Appropriation for the Town's contribution to the Well Replacement Project.

Total fund balance appropriation needed for these budget amendments =

- General Fund: \$478,059
- Water & Sewer Fund: \$67,200

Please keep in mind that the fund balance appropriation totals are essential (at this time) to process these budget amendments. But it is Bill's belief, as well as mine, that our actual fund balance appropriation at the close of the year (following the annual audit) should be significantly lower once all revenues are in and all expenses are paid out.

Thank you.

**Town of Aberdeen  
Budget Amendment  
in the General Fund**

BE IT HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF  
ABERDEEN, that the following shall be amended to the Fiscal Year 2014-2015 General Fund Budget:

Account Name	Account Number	Current Budget Appropriation	Adjustment	Amended Budget Appropriation
Administration-Salaries	10.00.4200.020	\$ 201,100	\$ 2,000	\$ 203,100
Administration-Worker's Comp	10.00.4200.070	\$ 530	\$ 600	\$ 1,130
Administration-Worker's Comp Deductible	10.00.4200.071	\$ 3,000	\$ 3,000	\$ 6,000
Administration-Postage	10.00.4200.100	\$ 3,000	\$ 500	\$ 3,500
Administration-Newsletter	10.00.4200.120	\$ 3,800	\$ 500	\$ 4,300
Administration-Communications	10.00.4200.200	\$ 1,500	\$ 750	\$ 2,250
Administration-Equipment Purchases	10.00.4200.220	\$ -	\$ 500	\$ 500
Administration-Wellness Programs	10.00.4200.240	\$ 5,400	\$ 500	\$ 5,900
Administration-Employee Functions	10.00.4200.250	\$ 2,960	\$ 700	\$ 3,660
Administration-Advertising	10.00.4200.260	\$ 500	\$ 500	\$ 1,000
Administration-Supplies	10.00.4200.330	\$ 6,000	\$ 1,500	\$ 7,500
Administration-Dues/Subscriptions	10.00.4200.530	\$ 8,000	\$ 2,500	\$ 10,500
Administration-Legal	10.00.4200.595	\$ 10,000	\$ 3,000	\$ 13,000
Administration-Computer Services	10.00.4200.596	\$ 15,000	\$ 6,000	\$ 21,000
Special Appropriations-Economic Development Incentives	10.00.4208.910	\$ 5,000	\$ 15,000	\$ 20,000
Governing Body-Communications	10.00.4220.200	\$ -	\$ 3,000	\$ 3,000
Governing Body-Prop/Liab Insurance	10.00.4220.540	\$ -	\$ 500	\$ 500
Finance-Medical Insurance	10.00.4300.045	\$ 8,880	\$ 750	\$ 9,630
Finance-Longevity	10.00.4300.052	\$ 4,650	\$ 650	\$ 5,300
Finance-Equipment Purchases	10.00.4300.220	\$ 500	\$ 250	\$ 750
Finance-Tax Collection Fees	10.00.4300.275	\$ 61,010	\$ 10,000	\$ 71,010
Finance-Professional Services	10.00.4300.595	\$ 18,000	\$ 1,500	\$ 19,500
Finance-Computer Services	10.00.4300.596	\$ 1,100	\$ 6,000	\$ 7,100
Finance-Audit	10.00.4300.600	\$ 31,000	\$ 6,000	\$ 37,000
Municipal Bldg-Supplies/Maintenance	10.00.4401.330	\$ 3,500	\$ 5,000	\$ 8,500
Municipal Bldg-Prop/Liab Insurance	10.00.4401.540	\$ 7,015	\$ 2,300	\$ 9,315
Library-Maintenance	10.00.4402.330	\$ 500	\$ 1,500	\$ 2,000
Library-Prop/Liab Insurance	10.00.4402.540	\$ 3,220	\$ 2,000	\$ 5,220
Depot-Supplies/Maintenance	10.00.4403.330	\$ 1,000	\$ 1,000	\$ 2,000
Finance Bldg-Prop/Liab Insurance	10.00.4404.540	\$ 2,285	\$ 1,700	\$ 3,985
Public Works Facility-Utilities	10.00.4409.130	\$ 7,400	\$ 1,500	\$ 8,900
Public Works Facility-Supplies/Maintenance	10.00.4409.330	\$ 14,000	\$ 1,000	\$ 15,000
Public Works Facility-Computer Services	10.00.4409.595	\$ 3,000	\$ 2,500	\$ 5,500
Recreation Station-Contract Cleaning	10.00.4410.080	\$ 4,000	\$ 10,000	\$ 14,000
Recreation Station-Supplies/Maintenance	10.00.4410.330	\$ 2,575	\$ 14,000	\$ 16,575
Police-Salaries	10.10.5150.020	\$ 1,262,650	\$ 88,000	\$ 1,350,650
Police-Part-Time Salaries	10.10.5150.021	\$ 15,000	\$ (3,000)	\$ 12,000
Police-Extra Duty	10.10.5150.025	\$ -	\$ 1,200	\$ 1,200
Police-Social Security	10.10.5150.030	\$ 103,768	\$ (3,000)	\$ 100,768
Police-Medical Insurance	10.10.5150.045	\$ 134,310	\$ (10,000)	\$ 124,310
Police-Worker's Comp	10.10.5150.070	\$ 43,750	\$ (5,000)	\$ 38,750
Police-Fuel	10.10.5150.310	\$ 82,000	\$ (10,000)	\$ 72,000
Police-Computer Services	10.10.5150.596	\$ 9,900	\$ 4,000	\$ 13,900
Fire-Salaries	10.10.5300.020	\$ 640,500	\$ 60,000	\$ 700,500
Fire-Medical Insurance	10.10.5300.045	\$ 71,040	\$ 2,600	\$ 73,640
Fire-Worker's Comp	10.10.5300.070	\$ 28,000	\$ 7,000	\$ 35,000
Fire-Vehicle Maintenance	10.10.5300.170	\$ 15,000	\$ 8,000	\$ 23,000
Planning-Salaries	10.10.5415.020	\$ 256,600	\$ 20,000	\$ 276,600
Planning-Medical Insurance	10.10.5415.045	\$ 26,640	\$ (4,000)	\$ 22,640
Planning-Supplies	10.10.5415.330	\$ 5,600	\$ (1,000)	\$ 4,600
Planning-Citizen Boards	10.10.5415.460	\$ 1,800	\$ (1,000)	\$ 800
Planning-Professional Services	10.10.5415.595	\$ 17,620	\$ (4,000)	\$ 13,620
P&R Admin-Salaries	10.80.5500.020	\$ 154,100	\$ 24,700	\$ 178,800
P&R Admin-Equipment Maintenance	10.80.5500.225	\$ 1,800	\$ 500	\$ 2,300
P&R Admin-Contracts/Agreements	10.80.5500.230	\$ -	\$ 1,500	\$ 1,500
P&R Admin-Fuel	10.80.5500.310	\$ 450	\$ 600	\$ 1,050

P&R Admin-Safety	10.80.5500.331	\$ 300	\$ 1,300	\$ 1,600
P&R Admin-Dues/Subscriptions	10.80.5500.530	\$ 445	\$ 600	\$ 1,045
P&R Admin-Computer Services	10.80.5500.595	\$ 2,400	\$ 800	\$ 3,200
Park Facilities-Equipment Purchases	10.80.5510.220	\$ 1,000	\$ 1,800	\$ 2,800
Park Facilities-Grounds Maintenance	10.80.5510.330	\$ 10,000	\$ 7,000	\$ 17,000
Athletics-Uniforms	10.80.5530.360	\$ 1,800	\$ 3,000	\$ 4,800
Streets & Beautification-Salaries	10.20.5600.020	\$ 248,825	\$ 6,000	\$ 254,825
Streets & Beautification-Utilities-Street Lighting	10.20.5600.130	\$ 93,000	\$ 16,000	\$ 109,000
Streets & Beautification-Vehicle Maintenance	10.20.5600.170	\$ 31,500	\$ 4,000	\$ 35,500
Streets & Beautification-Equipment Maintenance	10.20.5600.225	\$ 13,000	\$ 15,000	\$ 28,000
Powell Bill-RR Crossing Maintenance	10.20.5650.232	\$ 14,800	\$ 750	\$ 15,550
Powell Bill-Engineering	10.20.5650.595	\$ 500	\$ 2,000	\$ 2,500
Powell Bill-Street Maintenance	10.20.5650.610	\$ 10,000	\$ 45,000	\$ 55,000
Powell Bill-Capital Outlay	10.20.5650.740	\$ -	\$ 30,500	\$ 30,500
Powell Bill-Street Resurfacing	10.20.5650.612	\$ 137,179	\$ (78,250)	\$ 58,929
Sanitation-Worker's Comp	10.30.5800.070	\$ 10,425	\$ 6,000	\$ 16,425
Sanitation-Vehicle Maintenance	10.30.5800.170	\$ 13,000	\$ 10,000	\$ 23,000
Sanitation-Equipment Purchases	10.30.5800.220	\$ 8,800	\$ 3,000	\$ 11,800
Sanitation-Uniforms	10.30.5800.360	\$ 4,200	\$ 2,000	\$ 6,200
2011 R&P Tax Revenue	10.00.3030.180	\$ 250	\$ 1,000	\$ 1,250
2012 R&P Tax Revenue	10.00.3030.185	\$ 500	\$ 1,400	\$ 1,900
2014 R&P Tax Revenue	10.00.3030.195	\$ 3,010,500	\$ 5,000	\$ 3,015,500
2013 MV Tax Revenue	10.00.3040.220	\$ 10,000	\$ 45,000	\$ 55,000
Beer & Wine Tax Revenue	10.00.3100.205	\$ 27,500	\$ 7,500	\$ 35,000
State Grants Revenue	10.10.3100.330	\$ 2,500	\$ 6,500	\$ 9,000
Civil Citations Revenue	10.10.3301.405	\$ 3,000	\$ 3,500	\$ 6,500
Police Extra Duty Reimbursements	10.10.3301.425	\$ -	\$ 1,200	\$ 1,200
Recreation Programs Revenue	10.80.3800.405	\$ 12,000	\$ 7,000	\$ 19,000
Youth Athletics Revenue	10.80.3800.415	\$ 6,400	\$ 3,000	\$ 9,400
Fund Balance-Appropriated	10.00.3990.900	\$ -	\$ 281,200	\$ 281,200

*To amend original budget estimates in various revenues and expenditures at yearend.*

Duly adopted this the 22nd day of June, 2015, while in regular session.

---

Robert A. Farrell  
Town Mayor

Attest:

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Regina M. Rosy  
Town Clerk

**Town of Aberdeen  
Budget Amendment  
in the General Fund**

BE IT HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF  
ABERDEEN, that the following shall be amended to the Fiscal Year 2014-2015 General Fund Budget:

Account Name	Account Number	Current Budget Appropriation	Adjustment	Amended Budget Appropriation
Administration-Capital Outlay	10.00.4200.740	\$ -	\$ 4,920	\$ 4,920
Municipal Building-Capital Outlay	10.00.4401.740	\$ -	\$ 2,850	\$ 2,850
Finance Building-Capital Outlay	10.00.4404.740	\$ -	\$ 1,575	\$ 1,575
Public Works Facility-Capital Outlay	10.00.4409.740	\$ -	\$ 12,425	\$ 12,425
Recreation Station-Capital Outlay	10.00.4410.740	\$ -	\$ 7,700	\$ 7,700
Police Facility-Capital Outlay	10.10.4420.740	\$ -	\$ 1,500	\$ 1,500
Police-Capital Outlay	10.10.5150.740	\$ 128,000	\$ 2,500	\$ 130,500
Fire/Rescue-Capital Outlay	10.10.5300.740	\$ 55,000	\$ 1,500	\$ 56,500
Park Facilities-Capital Outlay	10.80.5510.740	\$ -	\$ 2,985	\$ 2,985
Fund Balance-Appropriated	10.00.3990.900	\$ 5,000	\$ 37,955	\$ 42,955

*To revise original budget estimates to cover various capital costs that occurred during the fiscal year.*

Duly adopted this the 22nd day of June, 2015, while in regular session.

---

Robert A. Farrell  
Town Mayor

Attest:

---

Regina M. Rosy  
Town Clerk

**Town of Aberdeen  
Budget Amendment  
in the General Fund**

BE IT HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF  
ABERDEEN, that the following shall be amended to the Fiscal Year 2014-2015 General Fund Budget:

Account Name	Account Number	Current Budget Appropriation	Adjustment	Amended Budget Appropriation
Malcolm Blue Farm-Telephone	10.00.4411.110	\$ -	\$ 1,000	\$ 1,000
Malcolm Blue Farm-Utilities	10.00.4411.130	\$ -	\$ 3,500	\$ 3,500
Malcolm Blue Farm-Supplies/Maintenance	10.00.4411.330	\$ -	\$ 3,000	\$ 3,000
Malcolm Blue Farm-Property Insurance	10.00.4411.540	\$ -	\$ 550	\$ 550
Malcolm Blue Farm-Special Events	10.00.4411.650	\$ -	\$ 500	\$ 500
Malcolm Blue Farm-Capital Outlay	10.00.4411.740	\$ -	\$ 1,000	\$ 1,000
Fund Balance-Appropriated	10.00.3990.900	\$ 5,000	\$ 9,550	\$ 14,550

*To appropriate in the budget for Malcolm Blue Farm operating costs incurred during the fiscal year.*

Duly adopted this the 22nd day of June, 2015, while in regular session.

\_\_\_\_\_  
Robert A. Farrell  
Town Mayor

Attest:

\_\_\_\_\_  
Regina M. Rosy  
Town Clerk

**Town of Aberdeen  
Budget Amendment  
in the General Fund**

BE IT HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF  
ABERDEEN, that the following shall be amended to the Fiscal Year 2014-2015 General Fund Budget:

Account Name	Account Number	Current Budget Appropriation	Adjustment	Amended Budget Appropriation
Transfer-Out to CDBG: Galaxy Project	10.00.4208.917	\$ -	\$ 5,000	\$ 5,000
Fund Balance-Appropriated	10.00.3990.900	\$ 5,000	\$ 5,000	\$ 10,000

*To appropriate in the budget for the Town's commitment to the CDBG: Galaxy/Blue's Crossing Project.*

Duly adopted this the 22nd day of June, 2015, while in regular session.

---

Robert A. Farrell  
Town Mayor

Attest:

---

Regina M. Rosy  
Town Clerk

**Town of Aberdeen  
Budget Amendment  
in the General Fund**

BE IT HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF  
ABERDEEN, that the following shall be amended to the Fiscal Year 2014-2015 General Fund Budget:

Account Name	Account Number	Current Budget Appropriation	Adjustment	Amended Budget Appropriation
Transfer-Out to Ray's Mill Park	10.00.4208.918	\$ -	\$ 144,354	\$ 144,354
Fund Balance-Appropriated	10.00.3990.900	\$ 5,000	\$ 144,354	\$ 149,354

*To appropriate in the budget for the Town's commitment to the Ray's Mill Park Project.*

Duly adopted this the 22nd day of June, 2015, while in regular session.

\_\_\_\_\_  
Robert A. Farrell  
Town Mayor

Attest:

\_\_\_\_\_  
Regina M. Rosy  
Town Clerk

**Town of Aberdeen  
Budget Amendment  
in the Water & Sewer Fund**

BE IT HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF  
ABERDEEN, that the following shall be amended to the Fiscal Year 2014-2015 Water & Sewer Fund Budget:

Account Name	Account Number	Current Budget Appropriation	Adjustment	Amended Budget Appropriation
Water Production-Equipment Maintenance	30.91.6100.225	\$ 7,000	\$ 12,000	\$ 19,000
Water Production-Capital Outlay	30.91.6100.740	\$ -	\$ 10,000	\$ 10,000
Water & Sewer-Facility Maintenance	30.91.6200.175	\$ 14,600	\$ 5,000	\$ 19,600
Water & Sewer-Supplies	30.91.6200.330	\$ 81,000	\$ 10,000	\$ 91,000
Billing & Collections-Salaries	30.91.6300.020	\$ 56,100	\$ 7,000	\$ 63,100
Billing & Collections-Longevity	30.91.6300.052	\$ 1,450	\$ (650)	\$ 800
Billing & Collections-Computer Services	30.91.6300.595	\$ 3,000	\$ 5,000	\$ 8,000
Miscellaneous Revenue	30.91.3900.800	\$ 10,000	\$ 4,000	\$ 14,000
Fund Balance-Appropriated	30.91.3990.900	\$ -	\$ 44,350	\$ 44,350

*To amend original budget estimates for various revenues and expenditures at yearend.*

Duly adopted this the 22nd day of June, 2015, while in regular session.

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Robert A. Farrell  
Town Mayor

Attest:

---

Regina M. Rosy  
Town Clerk

**Town of Aberdeen  
Budget Amendment  
in the Water & Sewer Fund**

BE IT HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF  
ABERDEEN, that the following shall be amended to the Fiscal Year 2014-2015 Water & Sewer Fund Budget:

Account Name	Account Number	Current Budget Appropriation	Adjustment	Amended Budget Appropriation
Transfer to Well Replacement Project	30.91.6200.926	\$ -	\$ 22,850	\$ 22,850
Fund Balance-Appropriated	30.91.3990.900	\$ -	\$ 22,850	\$ 22,850

*To appropriate in the budget for the Town's commitment to the Well Replacement Project.*

Duly adopted this the 22nd day of June, 2015, while in regular session.

---

Robert A. Farrell  
Town Mayor

Attest:

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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:** Beth F. Wentland **Department:** Finance

**Contact Phone #** 910-944-4502 **Date Submitted:** 6/18/2015

**Agenda Item Title:** Amended Project Budget Ordinance for Ray's Mill Park Project

<b>Work Session - Board Action (date of meeting should be filled in on line) :</b>	
Information Only _____	
Public Hearing _____	
Approval at work session - immediate action _____	
<b>Regular Board Meeting - Board Action (date of meeting should be filled in on line):</b>	
New Business <input checked="" type="checkbox"/> _____	Information Only _____
Old Business _____	Consent Agenda _____
Public Hearing _____	Informal Discussion & Public Comment _____
Other Business _____	

**Summary of Information:**

Attached please find an Amended Project Budget Ordinance for Ray's Mill Park Project. This ordinance allows us to revise the original budget estimates for various revenue and expenditure accounts to help ensure that we maintain compliance with NC General Statutes with no line items going over budget.

Thank you,  
Beth

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

TOWN OF ABERDEEN

NC PARKS AND RECREATION TRUST FUND (PARTF)  
PROJECT AGREEMENT

PROJECT BUDGET ORDINANCE  
*(Amended)*

BE IT ORDAINED, by the Town of Aberdeen Board of Commissioners, that pursuant to Chapter 159, Section 13.2, Subsection (2) of the General Statutes of North Carolina, the following grant ordinance is hereby adopted:

Section 1: The project authorized is the Ray's Mill Pond Park Acquisition and Development, which is described in the grant project agreement between this unit and the Division of Parks and Recreation of the NC Department of Environment and Natural Resources. This project is more familiarly known as the PARTF – Ray's Mill Pond Park Project (Project # 2011-682).

Section 2: The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the NC Division of Parks and Recreation, and the budget contained herein.

Section 3: The following revenues are anticipated to be available to complete this project:

	Original Budget	Adjustment	Amended Budget
PARTF Grant Revenue	\$219,500	-\$20,150	\$ 199,350
Transfer-In from General Fund	\$124,204	\$20,150	\$ 144,354
<b>Total Project Revenues</b>	<b>\$343,704</b>	<b>\$ 0</b>	<b>\$ 343,704</b>

Section 4: The following expenditures are appropriated for the project:

	Original Budget	Adjustment	Amended Budget
Outdoor Nature Center	\$ 40,222	-\$ 3,500	\$ 36,722
Walking Trail	\$ 22,500	-\$ 1,000	\$ 21,500
Pond Improvements	\$ 91,302	\$ 0	\$ 91,302
Site Amenities	\$ 13,000	\$ 9,000	\$ 22,000
Site Prep	\$ 45,385	-\$ 4,000	\$ 41,385
Entrance Road & Parking Area	\$ 26,000	\$ 30,500	\$ 56,500
Electrical Underground Service	\$ 5,395	\$ 400	\$ 5,795
Surveying/Appraisal Costs	\$ 7,000	\$ 0	\$ 7,000
Other Clearing/Debris Cleanup	\$ 36,000	-\$ 10,500	\$ 25,500
Fees & Permits	\$ 1,000	-\$ 700	\$ 300
Other Surveying Costs	\$ 2,000	-\$ 700	\$ 1,300
Other Utility Costs	\$ 5,000	-\$ 5,000	\$ 0
Other Paving Costs	\$ 6,000	-\$ 6,000	\$ 0
Erosion Control	\$ 15,000	-\$ 1,000	\$ 14,000
Contingency	\$ 5,000	-\$ 3,500	\$ 1,500
Grant Administration	\$ 22,900	-\$ 4,000	\$ 18,900
<b>Total Project Expenditures</b>	<b>\$343,704</b>	<b>\$ 0</b>	<b>\$343,704</b>

- Section 5: The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and federal and state regulations.
- Section 6: Requests for funds should be made to the grantor agency in an orderly and timely manner as funds are obligated and expenses incurred.
- Section 7: The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.
- Section 8: The Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this board.
- Section 9: Copies of this grant project ordinance shall be made available to the Finance Officer for direction in carrying out this project.

ADOPTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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Robert A. Farrell, Town Mayor  
Town of Aberdeen

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Regina Rosy, Town Clerk  
Town of Aberdeen

(Seal)



## 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:** 6/18/2015

**Agenda Item Title:** Conditional Zoning CZ #15-01 Requested by Ken Howell to Conditionally Rezone Property Located on Highway 211 from R20-16 to GC-CD

**Date of Board Meeting to hear this item:** 6/22/2015

**Board Action Requested:**

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

**Summary of Information:**

The Public Hearing scheduled for 6/8/15 was continued until 6/22/15. New information is provided in the enclosed documents.

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



**MEMORANDUM TO THE BOARD – June 22, 2015 Public Hearing**

**\*New information is indicated in bold type\***

**Recent Background**

**Applicant:**

Ken Howell

**Request:**

Conditional

Zoning CZ #15-01

– Public Hearing

**Location:**

10321 NC

Highway 211

**Parcel ID:**

00050263

**Existing Zoning:**

R20-16

**Requested**

**Zoning:** GC-CD

**Prepared by:**

Pamela Graham,  
Planning Director

The Planning Board recommended approval of the item with amended conditions by unanimous vote on April 29, 2015. A public hearing was scheduled for June 8, 2015 and was continued until June 22, 2015.

**Description of Conditional Zoning Request**

Ken Howell has submitted an application for Conditional Zoning CZ#15-01 from R20-16 to General Commercial-Conditional District (GC-CD). The requested rezoning is for a 200' x 525' portion of the parcel abutting the rear property boundary. The remaining 4.76 acres of the parcel fronting the highway was zoned General Commercial in 2004, leaving the rear portion in the R-20 Residential Zoning District (the R-20 District was converted to R20-16 upon adoption of the UDO in 2011). Mr. Howell established a masonry and landscape supply business on the property which is now operated by John Deere Landscapes. The business has recognized a need to expand its operations and requires additional space for storage of product, a use which is not allowed in the R20-16 District.

**Procedural Issues**

§152-139 provides for the establishment of Conditional Zoning Districts, described as: *“allow(ing) for the establishment of certain uses, which, because of their nature or scale, have particular impacts on both the immediate area and the community as a whole. The development of these uses cannot be predetermined or controlled by general district standards. Instead, these districts are zoning districts in which the development and use of the property is subject to predetermined ordinance standards and the rules, regulations, and conditions imposed as part of the legislative decision creating the district and applying it to the particular property.”* Conditional rezoning is treated as an amendment to the zoning map and Unified Development Ordinance

and shall be referred to the Planning Board for consideration in advance of a final decision by the Town Board. 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. A comment by the Planning Board or Town 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.

Following a recommendation by the Planning Board, the Town Board shall schedule a public hearing on the application and may proceed to vote on the proposal. In deciding whether to adopt a proposed rezoning, the central issue before the Town Board is whether the proposed amendment advances the public health, safety or welfare. Conditional zoning district decisions are a legislative process subject to judicial review using the same procedures and standard of review as apply to general use district zoning decisions.

In approving a petition for the reclassification of property to a conditional zoning district, the Planning Board may recommend and the Board of Commissioners may request that reasonable and appropriate conditions be attached to the approval. Conditions and site-specific standards shall be limited to those that address the conformance of the development and use of the site to town ordinances and all relevant officially adopted plans. Conditions and site-specific standards may also address the impacts reasonably expected to be generated by the development or use of the site. Any such conditions should relate to the relationship of the proposed use to surrounding property, proposed support facilities such as parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, storm water drainage, the provision of open space, and other matters that the Board of Commissioners may find appropriate or the petitioner may propose. The Board of Commissioners may approve conditions that vary, lower or impose higher standards than those that would ordinarily apply were the property at issue rezoned to something other than a conditional zoning district. Only those conditions mutually approved by the Board of Commissioners and the petitioner may be incorporated into the petition.

#### Zoning (Exhibit attached)

The subject property is located on a parcel having the address of 10321 NC Highway 211. The zoning of adjoining property includes the R20-16 and R30-18 residential districts as well as Highway Commercial (HC) and the General Commercial (GC) portion of the parcel owned by Mr. Howell. Both HC and R20-16 parcels front the highway on the south, with Commercial/Light Industrial (C-I) properties approximately 900 linear feet from the subject property. Heavy Industrial (I-H) properties are +/- 1,600 feet away, just south of Lockey Drive. All adjoining parcels are in the town's extra-territorial jurisdiction (ETJ) except those to the north and west.

The proposed rezoning to GC-CD constitutes a GC parallel district zoning with the potential for site-specific conditions to be attached to the approval. The GC District is established primarily for those businesses that will serve the local public, but have some accommodations for the travelling public. It is a district that is generally located between the Highway Commercial (HC) District and the B-3 District. Because this district is generally located adjacent to main thoroughfares where it is subject to public view, uses within the district should provide an appropriate appearance, adequate parking and moderately extensive landscaping. The GC District accommodates less dense business uses on sites designed to be harmonious with adjacent residential uses. Uses permitted in the GC District include hotels, low-volume retail sales operations, retail sales with subordinate

manufacturing and processing, retail services and office uses, libraries, museums, art galleries, restaurants, motor vehicle repair operations, and certain recreation/entertainment uses.

### **Existing Site Conditions** (Exhibit attached)

The property currently accommodates the John Deere Landscapes business with an existing structure on the west side of the property and on-site storage of stone products and related materials. Two additional structures house Jim's Gems and Gold and an office building for Howell's Masonry utilizes a converted residential structure. Outdoor display and storage of masonry products occurs along a looped route between the existing structures and, based on aerial images of the site, appears to have expanded into the residentially zoned portion of the property. Further expansion is needed, though no new structures are proposed at this time. The total parcel taxable acreage is 7.17. An undeveloped parcel lies immediately to the west and is adjoined by Aberdeen Bait & Tackle on its west side. Residential properties to the south and east are generally rural in character and set back from the highway. The property contains significant tree cover which provides a substantial degree of natural screening and exhibits a significant cross-slope which influences site design and function.

### **Description of Proposal**

In 2004, the Board of Commissioners approved rezoning from R-20 to GC of the portion of the parcel from the highway right-of-way to a depth of 400 feet. The remainder of the property to the rear is 200' deep by 525' wide and currently zoned R20-16. The R20-16 portion has no direct access to any roadway and any future development would require access through the existing business operation, making the feasibility of residential development unlikely. Staff has made the assumption that the decision to retain the residential zoning for the rear portion of the property was primarily to provide protection to the existing residences along the rear boundary, and property owners in this area have confirmed that assumption. The zoning of the 200' x 525' area does achieve this intent with regard to the business activity, but does not prohibit removal of vegetation within this area and has rendered more than a third of the property unusable for uses that support the existing business operation.

UDO Article XIX – Screening, Landscaping and Trees states in part:

1. Screening between two lots lessens the transmission of noise, dust and glare from one lot to another;
2. Screening can lessen the visual pollution that may otherwise occur within an urbanized area. Even minimal screening can provide an impression of separation of spaces, and more extensive screening can shield entirely one use from the visual assault of an adjacent use;
3. Screening can establish a greater sense of privacy from visual or physical intrusion, the degree of privacy varying with the intensity of the screening;
4. Landscaping improves property values and community appearance, provides ecological benefits, prevents the overcrowding of land and enhances the privacy and welfare of citizens; and
5. Screening provisions are necessary to safeguard the public health, safety and welfare.

Furthermore, standards for sufficient screening and landscaping are provided so that:

1. Neighboring properties are shielded from any adverse external effects of development; and
2. The development is shielded from the negative impacts of adjacent uses such as streets or railroads.

Though generally considered to include vegetation for screening effects, buffers are not defined in the UDO. Screening, defined as “a fence, wall, hedge, landscaping, earthen berm, buffer area or any combination of these provided to create a visual and/or physical separation between land uses”. Screening is not required by the UDO between the R20-16 and R30-18 Zoning Districts, and the 2004 rezoning process, as a straight rezoning rather than a conditional zoning, did not afford the opportunity to impose screening requirements. For landscaping purposes, the required building setback area shall be appropriately landscaped as provided for and the terms “front, side, and rear yards” refer to the building setback areas. Building setback requirements for GC zoned properties that are adjacent to residential are fifteen (15) feet along side and rear property lines. Screening requirements between the R30-18 and General Commercial Districts fall into the “Type A” category, described as follows:

**Type A: Opaque Screen and Landscaping.** *The opaque screen described below is intended to exclude completely all visual contact between uses and to create a strong impression of spatial separation. The opaque screen may be composed of a wall, landscaped earth berm, planted vegetation or existing vegetation. Fences may be used for side and rear yards, and earthen berms may also be approved for use by the Board of Commissioners. Compliance of planted vegetative screens or natural vegetation will be judged on the basis of the average mature height and density of foliage of the vegetation. The screen must be opaque in all seasons of the year. Vegetation used for screening may also be used to satisfy the landscaping requirements.*

**Screen:** *The front yard shall have an opaque vegetative screen that is 2-3 ft. high at maturity. No trees or sight restrictions are permitted within the sight triangle. The side and rear yards shall have an opaque vegetative screen that is 4-6 ft. high at maturity (may be 2-3 ft. high at planting).*

**Landscaping:** *For property lines abutting a public street, road or railroad, there shall be one (1) large tree (unless subject to overhead power lines along the street, road or railroad, in which case use trees as recommended in the booklet “Trees for the Carolinas” in appendix J) planted at the rate of one (1) three (3) inch caliper tree with a minimum height of eight (8) feet per thirty (30) feet or less of linear feet of property line abutting a public street, road or railroad. Large trees are defined as deciduous or evergreen trees with a mature height of thirty (30) feet or greater and a mature spread of thirty (30) feet or greater.*

*For property lines not abutting a public street, road or railroad, there shall be one (1) understory tree or large shrub with a minimum height of eight (8) feet, at the time of planting, per 500 square feet. At least thirty (30) percent of such trees must be deciduous and at least forty (40) percent of such trees must be evergreen, which must, when mature, be at a height of twenty (20) feet to thirty (30) feet.*

*In front, side and rear yards, there shall be one (1) shrub per 200 square feet with a minimum height of eighteen (18) inches at the time of planting and of a variety that can be expected to reach a minimum height of thirty-six (36) inches within five (5) years of planting. No more than thirty (30) percent of such shrubs may be deciduous.*

*Additionally, shrubs with a minimum height of eighteen (18) inches at planting and of a variety that can be expected to reach a minimum height of thirty-six (36) inches within five (5) years of planting shall be required along the front and all sides of all buildings which can be seen from the street, road or highway.*

*To meet height requirements, the Board of Commissioners, in its discretion, may approve the use of a landscaped earthen berm.*

Conditional zoning, authorized by the General Assembly in 2005, was not an option when the 2004 rezoning of the property was approved. A standard rezoning to a business use district would not have permitted the Board of Commissioners to impose site-specific conditions to the property; the result was a rezoning of only a portion of the property and allowing the restricted uses of the residential zoning applied to the rear portion to serve as a physical buffer to potentially conflicting uses. However, it significantly restricts uses on the 2.4 acre area that retains the residential zoning. Conditional zoning is now available as an option to allow uses common to the GC district, and provide appropriate protection in the form of conditions. The applicant has included a 30' screened buffer (double the UDO standard) along the full length of the rear property line. The Planning Board has included recommended conditions to include a site study to determine if inclusion of an earthen berm, fence, or combination is a feasible option to balance the need to reduce impacts to surrounding properties while minimizing removal of existing vegetation that could potentially result from the construction of a berm or fence.

### **Plan Consistency**

The 2030 Land Development Plan adopted in 2005 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. The plan's Future Land Use Map identifies this project area as low density residential, which is consistent with the current R20-16 zoning. A finding of inconsistency with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the Town Board or a recommendation for approval by the Planning Board.

*The proposal is considered by staff to be consistent with goals, strengths and opportunities included in the plan but inconsistent with the plan's Future Land Use Map.*

### **Analysis of Impact on the Immediate Area and Community as a Whole**

The anticipated impact of the business expansion authorized by the rezoning is largely restricted to the adjoining residential properties to the rear and a single parcel along the western boundary line to the rear corner. A mandated buffer and/or screening condition is recommended to address this impact. The expansion will have limited visibility from the highway or from adjoining properties to each side of the project area. The impact of the expansion of the business is not expected to have a negative impact on the community as a whole; the existing driveway and vehicle accommodation areas are adequate to support the expansion and the business provides a valuable retail option to the community.

Mr. Howell has offered the following additional information in response to questions included in the application:

1. How do the potential uses in the new district classification relate to the existing character of the area:

*The new area being rezoned joins the existing zoning. The use of the new zoned area will be the same as the rest of the property.*

2. In what way is the property proposed for rezoning suited for the potential uses of the new district?  
*The rezoning is needed to utilize the property. The current zoning doesn't allow me to use it due to lack of access to the property for R20.*
3. How will the proposed rezoning affect the value of nearby building?  
*A value increase is expected upon rezoning because the property zoning won't be split and restrict growth for the businesses.*
4. Can adjacent areas be developed in compatibility with the proposed rezoning?  
*The western property.*
5. Will the proposed rezoning adversely affect traffic patterns and flow in adjacent areas?  
*No – access will stay the same.*

**Following the June 8, 2015 public hearing, Mr. Howell has met with a number of affected property owners and reports that a mutually agreed upon solution was reached. The specifics of the solution are incorporated into the Recommended Conditions on the following pages and are represented in bold type.**

#### **Recommendations and Suggested Motions**

Staff recommends that the Board of Commissioners consider this application, accept public comment during the scheduled public hearing, and take a vote regarding the proposal. The motions should proceed as follows:

**Motion 1:** The Board of Commissioners:

- Issues approval with conditions as indicated below of Conditional Zoning CZ #15-01, or
- Issues denial of Conditional Zoning CZ #15-01.

**Motion 2:**  Conditional Zoning CZ #15-01 is consistent with applicable plans of the Town of Aberdeen, or

- Conditional Zoning CZ #15-01 is not consistent with applicable plans of the Town of Aberdeen.

Indicate the applicable plan and briefly how the amendment is or is not consistent:  
*(Information related to this can be found in the **Plan Consistency** section on page 5 of this document)*

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- Motion 3:**      CZ #15-01 is reasonable and in the public interest, or
- CZ #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)*

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**Recommended Conditions**

(Planning Board recommended changes to the conditions are indicated in **red** type;  
New conditions resulting from the applicant’s meetings with affected property owners are  
indicated in **bold** type):

1. The applicant must conduct a community meeting with mailed notice complying with the requirements of the Unified Development Ordinance (UDO) prior to the Public Hearing held by the Board of Commissioners.
2. ~~A “Type A” buffer as described in Article XIX—Screening, Landscaping, and Trees of the UDO shall be provided along the full length of the rear and side property boundaries to a depth of no less than thirty feet from the property line. This condition may be satisfied by the use of preexisting vegetation, newly planted vegetation, or a combination of both. A solid plank fence may also be incorporated to partially satisfy the requirement but shall not constitute a full satisfaction of the requirement. Existing vegetation shall be maintained along the side property boundaries and along the highway right-of-way to a depth of no less than thirty feet from the property lines as required by Article XIX of the UDO. A site study shall be conducted to determine the most feasible use of either a berm with a fence of no more than six (6) feet or an eight (8) foot solid fence, or some combination thereof, to afford the best noise and light restrictions to neighboring properties to the north and the property to the west that adjoins the property proposed for rezoning, and to protect as much existing vegetation as possible.~~
3. **2. An eighty (80) foot buffer shall be maintained along all property boundaries of the property to be rezoned and shall include a planted screen to consist of the following:**
  - a. **Two staggered rows of evergreen trees on a two foot high berm with a width to accommodate the trees,**

- b. **The evergreen trees shall be spaced to create a solid screen at maturity and to reach a height of no less than twelve (12) feet at maturity,**
- c. **The planted screen shall be installed in stages as the areas are developed and such that no existing trees are removed,**
- d. **The area between the new planted screen and the property line will not be disturbed.**

4.3. As required by Article XIX of the UDO, the removal of existing trees with a diameter at breast height of 12" or greater is prohibited without the expressed approval of the planning director.

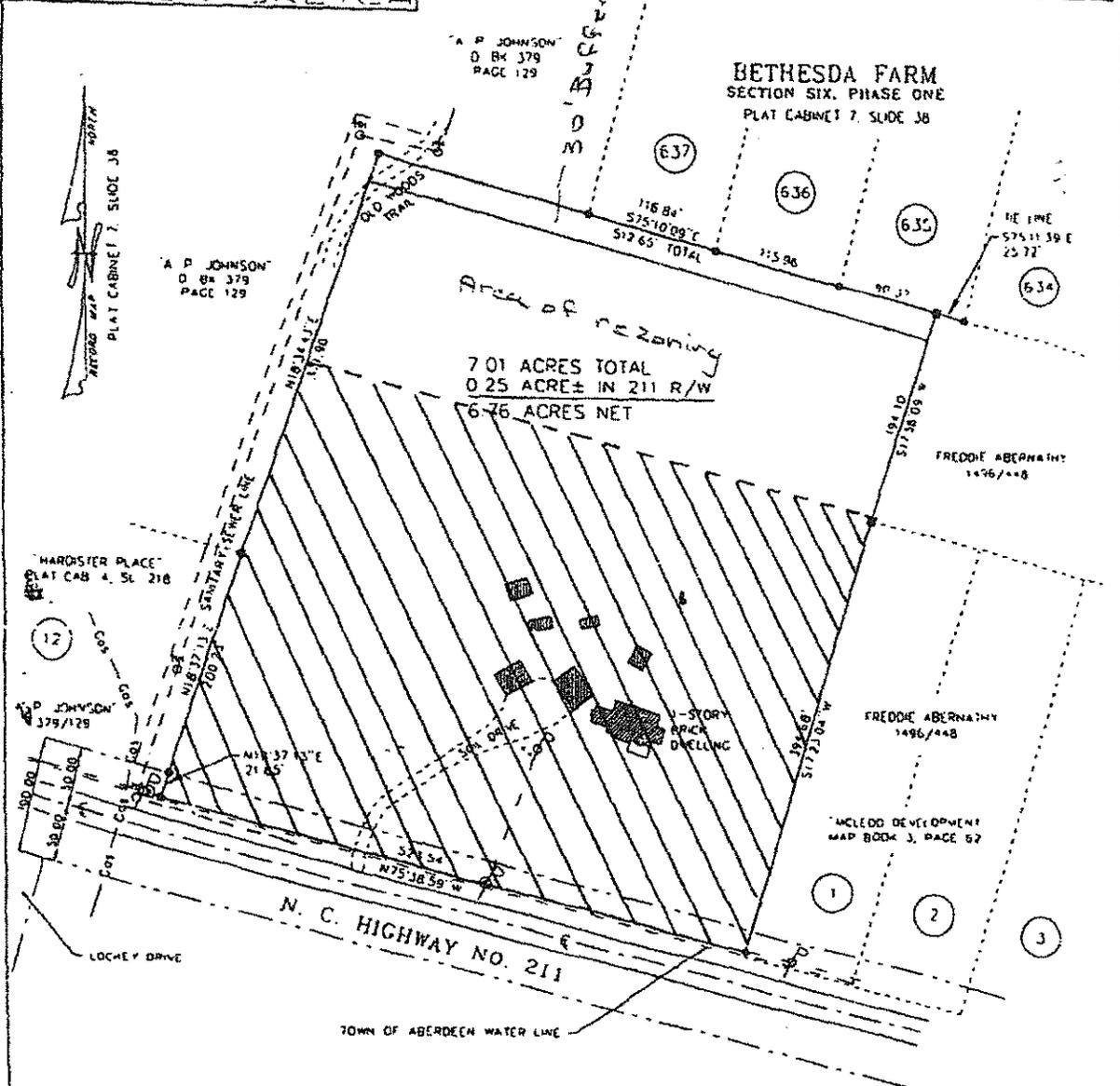
5.4. Conditional and Special Use Permits for the uses on the property are not required. The conditional zoning is contingent on approval of a final site plan, **to include a stormwater management plan**, by staff to insure compliance with the UDO. **The plan shall include calculations showing that the post development runoff is no greater than the pre-development condition.**

Enclosures: Property Survey Dated 10/16/2001  
Vicinity Zoning/Aerial Map  
Copy of 6/15/15 email communication between Ken Howell and Pam Graham



HEREBY CERTIFY THAT THE PREMISES SHOWN AND DESCRIBED HEREON DO NOT LIE IN A FEMA DESIGNATED FLOOD PLAIN AREA

NORTH CAROLINA  
REGISTERED  
S.L.C. NO. 2-1365  
LAND SURVEYOR  
S. R. SHEFFIELD PLS NO. 1365  
**AGENDA ITEM 12**



REFERENCE  
BOOK 2000, PAGE 423  
MOORE COUNTY REGISTRY  
RATIO OF PRECISION = 1/10,000

ACREAGE DETERMINED  
BY COORDINATE METHOD

NOT INTENDED TO BE PREPARED  
FOR RECORDATION IN ACCORDANCE  
WITH G.S. 47-30 AS AMENDED  
UNLESS OTHERWISE DENOTED:

- = EXISTING IRON STAKE
- = EXISTING CONCRETE MONUMENT
- = SET CONCRETE MONUMENT
- = SET IRON STAKE
- - = SQUARE FOOTAGE
- ▲ = POWER SERVICE STUB
- ⊙ = SEWER SERVICE STUB
- ⊕ = TELEPHONE SERVICE STUB
- ⊗ = CABLE TV SERVICE STUB
- ⊖ = WATER METER
- ⊕ = FIRE HYDRANT
- ⊙ = UTILITY POLE
- ⊖ = MANHOLE

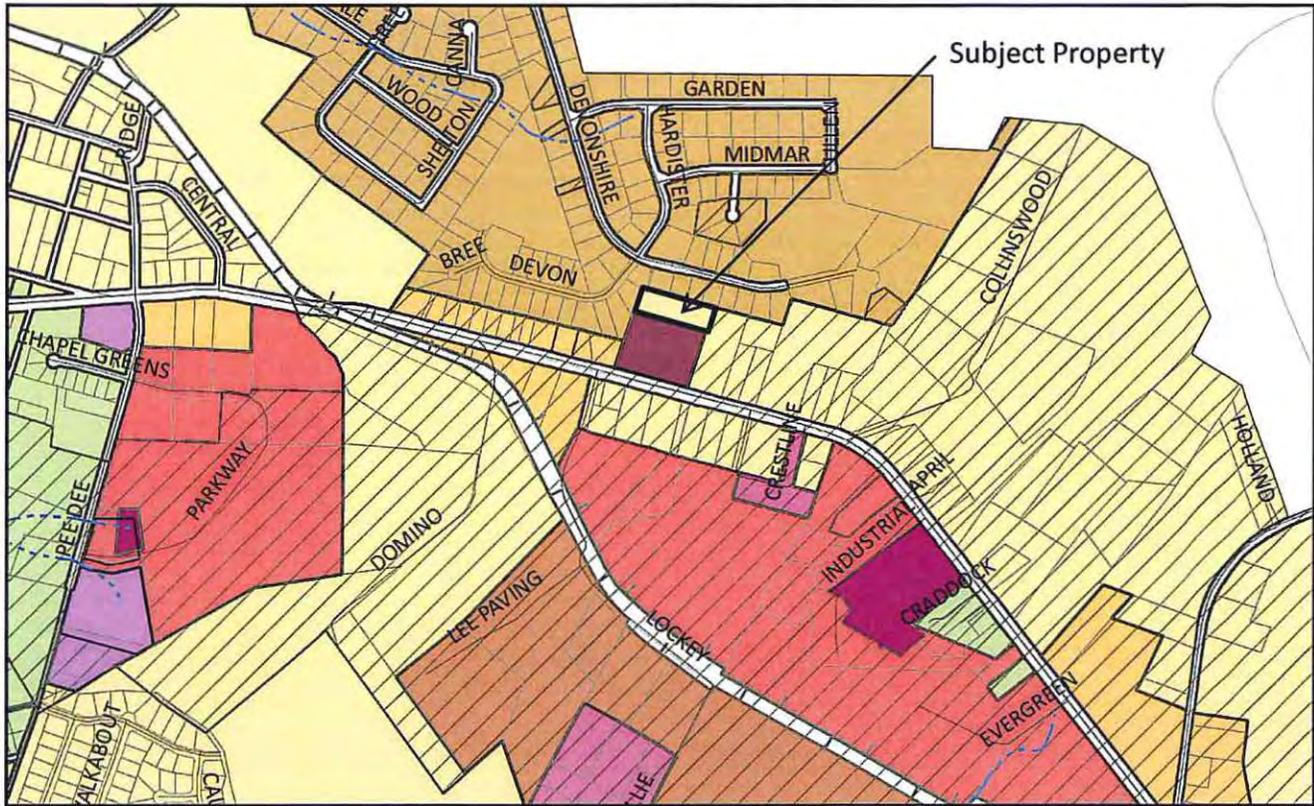
# SURVEY FOR VICTORIA H. MCKEITHAN

7.01 ACRES  
HARDISTER PROPERTY  
SANDHILL TOWNSHIP, MOORE COUNTY,  
NORTH CAROLINA

OCTOBER 16, 2001 -- SCALE 1"=100'  
STEPHEN R. SHEFFIELD & ASSOCIATES, P.A.  
2233 NORTH PINEHURST STREET  
ABERDEEN, NORTH CAROLINA



# CZ #15-01 – Ken Howell



	B-1		C-1		HC		RA		R15-12		R30-18		R10-10-C
	B-2		I-H		O-I		R6-10		R18-14		C-1-C		R20-16-C
	B-3		GC		MH		R10-10		R20-16		I-H-C		Aberdeen ETJ
													Other Jurisdiction

200' x 525'



## Pam Graham

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**From:** Ken H. <kenhowell58@yahoo.com>  
**Sent:** Monday, June 15, 2015 8:15 AM  
**To:** Pam Graham  
**Cc:** kenhowell58@yahoo.com  
**Subject:** Re: Raymond Bowman

Pam  
On 7/11 I contacted Rachel Jones to set up a meeting. Mrs. Jones was kind enough to contact the Whitecars and Bowmans to meet at 6:00 P.M. the same day. I emailed Ron Utley to check his availability but did not hear back from him until after our 6:00 meeting that day. In attendance was Mr. and Mrs. Jones and Raymond Bowman. Mr. Whitecar could not attend because they were out of town. The four of us walked the property and I educated them on the daily activities of John Deere Landscapes and the need for more space. We looked at a number of options and mutually agreed on a solution as follows:

1. I would leave an 80' buffer including a planted screen.
2. The planted screen would include 2 staggered rows of evergreen trees on a 2' high berm with a width to accommodate the trees.
3. The trees would be spaced apart to create a solid screen at maturity and a height of 12' or more at maturity.
4. The planted screen would only be installed as the areas are developed as not to remove existing trees.
5. The area between the new planted screen and the property line will not be disturbed.

We had a very positive meeting and everyone left satisfied. Mr. Utley and I scheduled a meeting this morning ( 7/15/15) at 8:00 but he canceled by email this morning.

I have a meeting with Mr. Williamson on 7/17/15 at 9:00 AM. I will report back to you on the outcome.

Please let me know if you have questions.

Thanks  
Ken Howell

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On Sun, 6/14/15, Pam Graham <[pgraham@townofaberdeen.net](mailto:pgraham@townofaberdeen.net)> wrote:

Subject: Re: Raymond Bowman  
To: "Ken Howell" <[kenhowell58@yahoo.com](mailto:kenhowell58@yahoo.com)>  
Date: Sunday, June 14, 2015, 5:19 PM

Excellent. If you can detail it to me in writing I can include it in my report to the Board and will make the process go more smoothly at the meeting.

From: Ken Howell





**MEMORANDUM TO THE BOARD OF COMMISSIONERS – June 22, 2015 – Public Hearing**

**Applicant:**

Concrete Service  
Company, Inc.

**Request:**

Conditional Use  
Permit CU #15-02  
for a Concrete  
Plant Facility

**Location:**

229 Lee Paving  
Dr.

**Parcel ID:**

20000556

**Zoning:**

I-H (Heavy  
Industrial)

**Existing Use:**

Vacant with  
evidence of  
previous asphalt  
manufacturing use

**Prepared by:**

Pamela Graham,  
Planning Director

**Description of Conditional Use Permit Request**

Concrete Service Company, Inc. in Fayetteville requests a conditional use permit (CUP) for a concrete plant facility on property located at 229 Lee Paving Drive in Aberdeen. The proposed activity falls under the UDO Table of Permissible Uses #4.120 Manufacturing, Processing, Creating or Assembling of Goods, Merchandise and Equipment – Operations Conducted Within or Outside a Fully Enclosed Building. The applicant seeks approval of the use, subject to final site and building plan approval by staff.

**Procedural Issues**

§152-146 Table of Permissible Uses of the Town of Aberdeen Unified Development Ordinance (UDO) requires that uses in the 4.110 category receive approval by the Town Board, and a recommendation by the Planning Board, for a conditional use permit. *A recommendation is within the authorized jurisdiction of the Town Board.*

The UDO directs in §152-54 that the Town Board shall issue a requested conditional use permit unless it concludes, based upon the information submitted, that:

1. The requested permit is not within its jurisdiction according to the Table of Permissible Uses, or
2. The application is incomplete, or
3. If completed as proposed in the application, the development will not comply with one or more requirements of this chapter. (The “chapter” in this context is the UDO).

Furthermore, even if the Town Board finds that the application complies with all other provisions of this chapter, it may still deny the permit if it concludes, based upon the information submitted, that if completed as proposed, the development, more probably than not,

1. Will materially endanger the public health or safety, or
2. Will substantially injure the value of adjoining or abutting property, or
3. Will not be in harmony with the area in which it is to be located, or
4. Will not be in general conformity with the land-use plan, thoroughfare plan,

or other plan specifically adopted by the Town Board.

Following a recommendation by the Planning 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 Town Board acts in a quasi-judicial capacity when considering a conditional use permit application and shall consider the recommendations of the Planning Board and staff in their decision. Though they are not bound by those recommendations, they are required to use the same criteria in formulating their decision as is used by the Planning Board in their recommendation.

Subsequent to an approved CUP, the applicant will be required to submit additional information as determined to be necessary for staff review to insure that the development has met all Federal, State and local regulations and permitting requirements, as well as any conditions attached to the CUP approval. No permits authorizing operation shall be issued until compliance with all applicable regulations and conditions has been demonstrated.

#### **Zoning** (Exhibit attached)

The property is located at the end of Lee Paving Drive, a private road that that is accessed from Highway 211 via Lockey Drive. The road extends approximately 900 feet from Lockey Drive, through adjacent property owned by Lee Paving (LPC Holdings, Inc.). An existing easement through the LPC property allows access to the site via a locked gate. Distribution Drive Realty, LLC, a Concrete Service sister company, has purchased the property. The site is zoned Heavy Industrial (I-H), a district in which the principal use of land is for heavy industries which, by their nature, may create some nuisance and which are not properly associated with or compatible with residential and commercial establishments.

The attached Vicinity Zoning map shows the parcel abuts other I-H zoned properties as well as parcels zoned R20-16. Though not adjacent to this parcel, other districts represented nearby include C-I (Commercial/Light Industrial) and MH (Manufactured Homes). The nearest residence is located slightly more than 400 linear feet from the property boundary of the site, on a 3.4 acre parcel. The R20-16 zoned parcel to the northwest of the site contains 35 acres and is currently vacant and heavily wooded. The undeveloped portion of the Sandy Springs neighborhood abuts the parcel to the southwest. This section of the Sandy Springs project has undergone a foreclosure and is owned by First South Bank in Washington, NC.

#### **Existing Site Conditions** (Exhibit attached)

The property proposed for the facility contains 11.64 acres and is the former site of Lee Paving Company's Moore County asphalt plant. The site is described as overgrown and neglected with the existing building having been subject to vandalism and break-ins. Other businesses in the vicinity include Sandhills Recycling, Calco Enterprises, Pinnacle Furnishings, New South Industries, and Kolcraft. The area has supported industrial uses historically, and continues to do so. An Aberdeen & Rockfish Rail line runs along Lockey Drive to facilitate the activities, and continues into Hoke County. Lockey Drive is a private road, joining NC Highway 211 at its western end and terminating less than a mile to the east. The road follows the Aberdeen &

Rockfish right-of-way along much of its length, making a crossing of the single rail line just before reaching the site. A 35' wide drive will access the site from Lockey Drive. Nearly three acres of the property, mostly in the south and southeastern portions, remains in an undisturbed wooded state and provides a natural buffer to properties adjoining those boundaries. Additional plantings may be required to meet screening requirements elsewhere. A landscape plan addressing the screening requirements will require approval as a part of the Site Plan Review process. The UDO encourages the use of existing vegetation where possible to partially or fully satisfy screening requirements. Aberdeen water is currently available to the site, however sewer is not available.

### **Description of Proposal**

The applicant proposes a ready mix concrete plant and office facility utilizing a +/- 900 square foot existing structure for office space and adding a hopper with a conveyor process to feed a truck loading area. The hopper will collect sand and gravel, loaded by truck, and will convey these components to a loading area. An admixture area will be located adjacent to the building and will transport the liquid solutions via underground piping. These low-flammable solutions facilitate the concrete manufacturing process to allow for faster set-up of the concrete in warm weather and to prevent freezing in colder temperatures. The applicant has stated that the admixtures do not emit fumes or odors. The remainder of the facility will consist of mostly open paved area for adequate space for truck turn-arounds and off-duty parking. Proposed parking of ten paved spaces is adequate to meet UDO requirements of one space per each employee on the major employment shift, which is expected to be eight. The applicant has stated that noise resulting from the operations at the facility will be limited to the trucking activities.

*Staff has deemed the application to be complete.*

### **General Conformity with Plans**

The 2030 Land Development Plan Future Land Use Map adopted in 2005 identifies this project area as industrial, which is consistent with the current zoning and the historical uses on the property. The Plan itself also mentions that the zoning and existing land uses match up nicely for industrial uses, noting that 207 acres were being classified for tax purposes as industrial with an additional ten industrially taxed acres zoned vacant. This acreage comprised approximately 2.25% of the total jurisdiction acreage. This low percentage supports the need to redevelop existing industrial properties as is being proposed by this request. A significant need to designate future industrial properties did not exist at the time of the Plan's adoption. Staff has located no additional references in other plans adopted by the Town that would be applicable to the proposal.

*The proposal is considered by staff to be in general conformity with the adopted Land Development Plan.*

### **Findings of Fact**

The Board of Commissioners must consider the following findings of fact in their deliberations regarding conditional use permits:

1. Will the activity materially endanger public health or safety? *The application states that the proposed industrial facility should not endanger the public in any way. The proposed concrete plant is a modern plant and will comply with NC DENR and Town of Aberdeen requirements.*
2. Will it substantially injure the value of adjoining or abutting property? *The application states that the proposed facility should not affect the neighboring property values, use or enjoyment. There will be buffers around the entire property to screen the use and prohibit any adverse effects to the adjacent properties. The properties to the east are zoned I-H which is the same zoning as the subject property.*
3. Will it not be in harmony in the area in which it is to be located? *The application states that the industrial use is located within an industrial use district where there are other industrial uses located nearby. The proposed use should not affect the development or improvement of the adjoining property.*
4. Will it not be in general conformity with the Land Use Plan or other plans specifically adopted by the Board? *Staff has advised that the proposal is in general conformity with the Land Use Plan's Future Land Use Map due to the consistency of the use with the map's designation of the property for industrial uses. Staff has located no inconsistencies with other plans adopted by the Town Board.*

**Recommendations and Suggested Motions**

During their May 21, 2015 regular meeting, the Planning Board recommended approval with conditions as listed on the following page of CU #15-02. Staff recommends that the Board accept public input on the item on June 22, 2015 and render a decision at their earliest convenience. The following is a recommended format for motions to be made at that time.

- Motion 1: CU #15-02 (is/is not) complete as submitted.
- Motion 2: CU #15-02, if completed as proposed, (will comply with all/will not comply with one or more) requirements of the UDO. If not, specify the requirement.
- Motion 3: CU #15-02 (satisfies/does not satisfy) Finding #1: will not endanger public health or safety. If not, list why.
- Motion 4: CU #15-02 (satisfies/does not satisfy) Finding #2: will not substantially injure the value of adjoining or abutting property. If not, list why.
- Motion 5: CU #15-02 (satisfies/does not satisfy) Finding #3: will be in harmony with the area in which it is located. If not, list why.
- Motion 6: CU #15-02 (satisfies/does not satisfy) Finding #4: will be in general conformity with Land Use Plan or other plans specifically adopted by the Board. If not, list why.

**Per UDO §152-54(c), If the Board votes that the application is not complete as submitted (Motion #1), or that the proposal will not comply with one or more requirements of the UDO if completed as proposed (Motion #2), the application may not be approved.**

Motion 7: Based on the Findings of Fact and the evidence presented, the Board of Commissioners:

- Issues denial of CU #15-02 based on the following: \_\_\_\_\_.
- Issues approval of CU #15-02.
- Issues approval with conditions of CU #15-02 as follows.

### **Recommended Conditions**

1. Conditional Use Permits (CUPs) run with the land and as such CU #15-02 applies to the entirety of the property reflected in Parcel ID #20000556. An amendment to the CUP is needed to remove property from the CUP or to make changes to the CUP. If an activity is a use by right, it is not subject to the CUP.
2. The proposed use is authorized by the CUP, however, approval of CU #15-02 is contingent on a successful inter-departmental review to insure that the proposal has met all Federal, State and local regulations and permitting requirements, as well as any conditions attached to the CUP approval.
3. Any and all required permits and/or approvals from other regulatory agencies must be in place prior to issuance of a Notice to Proceed by the Planning Department.
4. Building and Fire Inspections are to be required prior to beginning operation, all to be coordinated through the Planning and Inspections Department.
5. Any proposed building renovations are to be approved by Town of Aberdeen Building Inspectors and shall meet all applicable codes.
6. Approval of the CUP shall not imply approval of signage. Sign permit applications consistent with the requirements of the UDO shall be reviewed and approved by the department prior to installation.
7. The operation will be required to comply with Town of Aberdeen noise regulations.
8. All additional conditions or requirements as provided from the Town of Aberdeen Unified Development Ordinance are enforceable with regards to the operations proposed by CU #15-02.

Enclosures: CUP Application  
Preliminary Site Plan  
Site Plan Enlargement  
Vicinity Zoning Map  
Vicinity Aerial Image  
Site Aerial Image



# Town of Aberdeen

Planning Department  
Phone: (910) 944-7024  
Fax: (910) 944-7459

For office use only:

Application No. **RECEIVED BY ZONING**

Date Received: **APR 22 2015**

Amount Received: **TOWN OF ABERDEEN**

## Conditional Use Application

**NOTES: - DEADLINE FOR SUBMITTAL IS ONE MONTH PRIOR TO THE APPLICABLE MEETING DATE OF THE PLANNING BOARD.**  
**- ALL APPLICATIONS MUST BE ACCOMPANIED BY A SITE PLAN. SEE SITE PLAN APPLICATION CHECKLIST FOR REQUIRED ITEMS.**

### APPLICANT INFORMATION:

Applicant: Concrete Service Co., Inc.

Phone No. 910-323-9188 Cell No. 910-237-1791 Email: winniejenkins@fayblock.com

Applicant's Address 130 Builders Boulevard, Fayetteville, NC 28301

Property Owner: Distribution Drive Realty, LLC

Owner's Address: 130 Builders Boulevard, Fayetteville, NC 28301

Property Location Address: 229 Lee Paving Drive LRK# 20000556

### CONDITIONAL USE REQUEST:

A. Existing Zoning: I-H

B. Existing land use on property: Lee Paving Co., S.T. Wooten Construction Co.

C. Requested land use: Concrete Plant

**THE BOARD MUST MAKE THE FOLLOWING FINDINGS OF FACT IN ORDER TO APPROVE A CONDITIONAL USE PERMIT. PLEASE PROVIDE INFORMATION TO SUPPORT THE FOLLOWING STATEMENTS.**

### STATEMENT OF JUSTIFICATION:

**A. The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare:**

The proposed industrial facility should not endanger the public in any way. The proposed concrete plant is a modern concrete plant and will comply with NCDENR and Town of Aberdeen requirements.

**B. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted or substantially diminish and impair property values within the neighborhood:**

The proposed facility should not affect the neighboring properties values, use or enjoyment. There will be buffers around the entire property to screen the use and prohibit any adverse affects to the adjacent properties.  
The properties to the east are zoned I-H which is the same zoning as the subject property.

C. The establishment of the conditional use will be in harmony with the area in which it is to be located and will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district:

The industrial use is located within an industrial use district where there are other industrial uses located nearby.

The proposed use should not affect the development or improvement of the adjoining property.

D. The exterior architectural appeal and function plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district as to cause substantial depreciation in the property values within the neighborhood:

The proposed building should not cause substantial depreciation in the property values within the neighborhood.

E. Adequate utilities, access road, drainage and/or necessary facilities have or are being provided:

The existing plant already provides the utilities, access road and drainage. The proposed upgrades are shown on the provided site plan.

F. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets:

The access to the site is existing and the proposed development will utilize the existing roads that are already in place.

G. The conditional use will be in general conformity with the land-use plan, thoroughfare plan, or other plan specifically adopted by the Town:

The conditional use is conforming to the future land use plan for the town and county planning.

H. The conditional use in all other respects, conforms to the applicable regulations of the district in which it is located:

The conditional use will conform to all regulations for the district, town and state.

Acceptance of this application does not imply approval of this request. I realize that this application may be denied or that conditions may be attached to this request at assure compliance with applicable Zoning Code Requirements.

  
Applicant's Signature

April 17, 2014  
Date

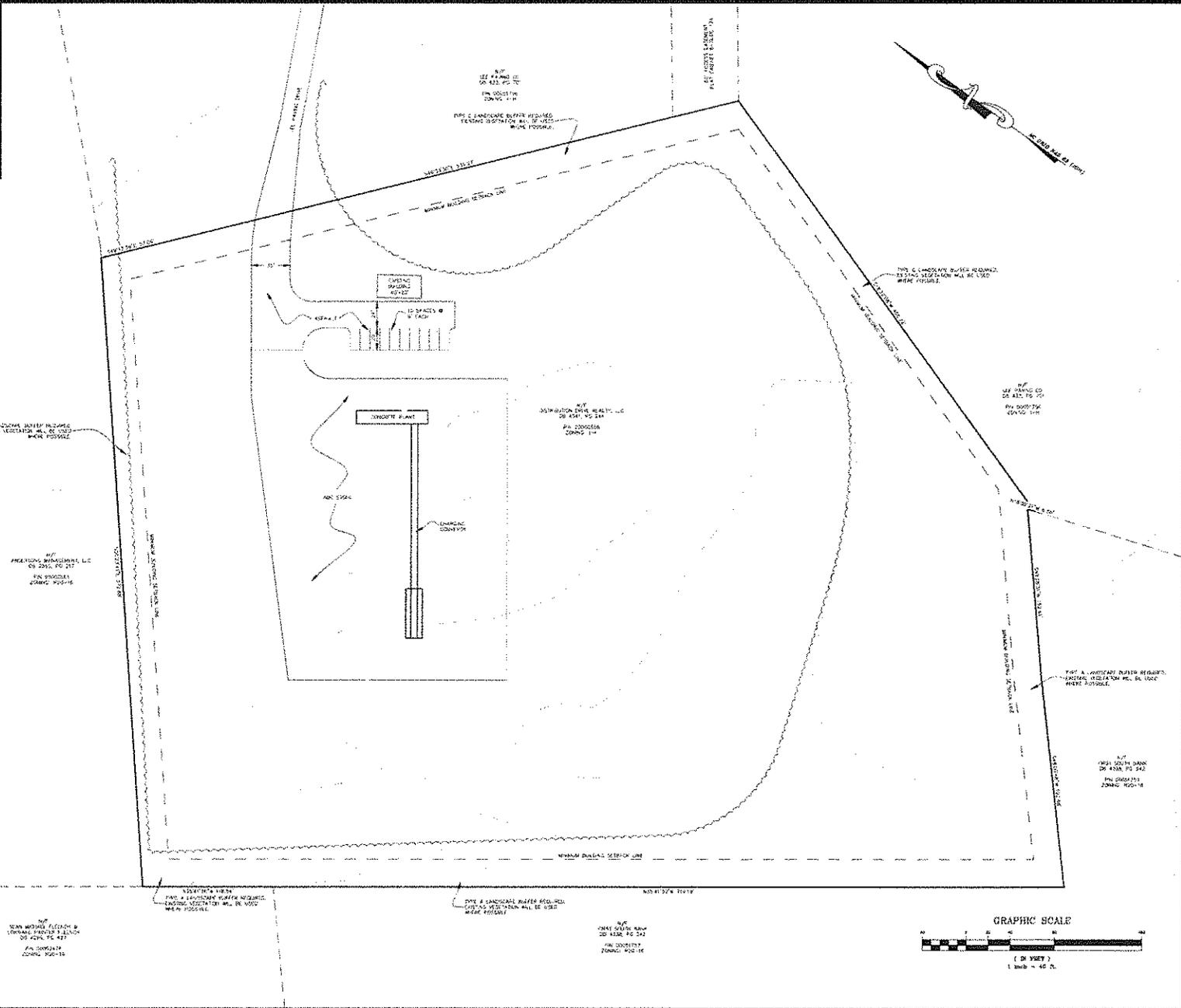
  
Property Owner's Signature

April 17, 2014  
Date



VICINITY MAP  
NOT TO SCALE

- LEGEND**
- PROPERTY LINE
  - ACQUISITION BOUNDARY LINE
  - RIGHT-OF-WAY
  - EASEMENT LINE
  - FENCE LINE
  - DRIVE
  - CONSTRUCTION NEW
  - EXISTING PAVEMENT
  - EXISTING CURB
  - EXISTING SIDEWALK
  - EXISTING UTILITY
  - EXISTING CONCRETE
  - EXISTING ASPHALT
  - EXISTING GRASS
  - EXISTING TREES



REVISONS

**FINAL DRAWING**  
 10000 W. 10th Street, Suite 100  
 Denver, CO 80202

PROJECT NAME  
**LEE PAVING DRIVE CONCRETE PLANT**

SITE PLAN

CLIENT  
**FAYETTEVILLE BLOCK**  
 120 E. Adams Boulevard  
 Fayetteville, North Carolina 28301  
 Phone: (704) 329-9190  
 Fax: (704) 618-3000

PROJECT INFORMATION

DESIGNED BY	4D
DRAWN BY	4D
CHECKED BY	4D
APPROVED BY	4D
DRAWING NUMBER	100

DRAWING SCALE  
 HORIZONTAL: 1"=40'

DATE RELEASED  
 APRIL 16, 2015

SHEET NUMBER

**C-1.0**

S49°53'39"E 57.09'

MINIMUM BUILDING SETBACK LINE

25'

EXISTING BUILDING  
40' x 23'

ASPHALT

24'

10 SPACES @  
9' EACH

CONCRETE PLANT

ABC STONE

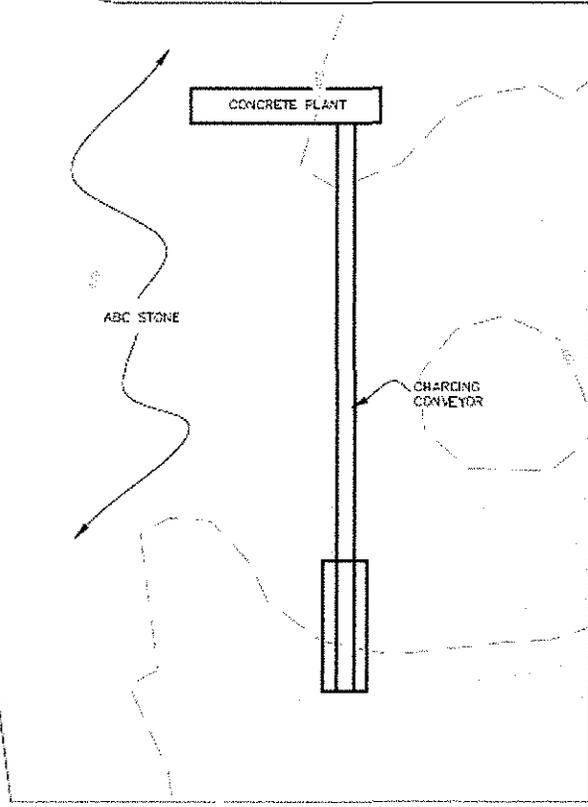
CHARGING CONVEYOR

N/F  
DISTRIBUTION DRIVE REALTY, LLC  
DB 4347, PG 244  
PIN 20000666  
ZONING: I-H

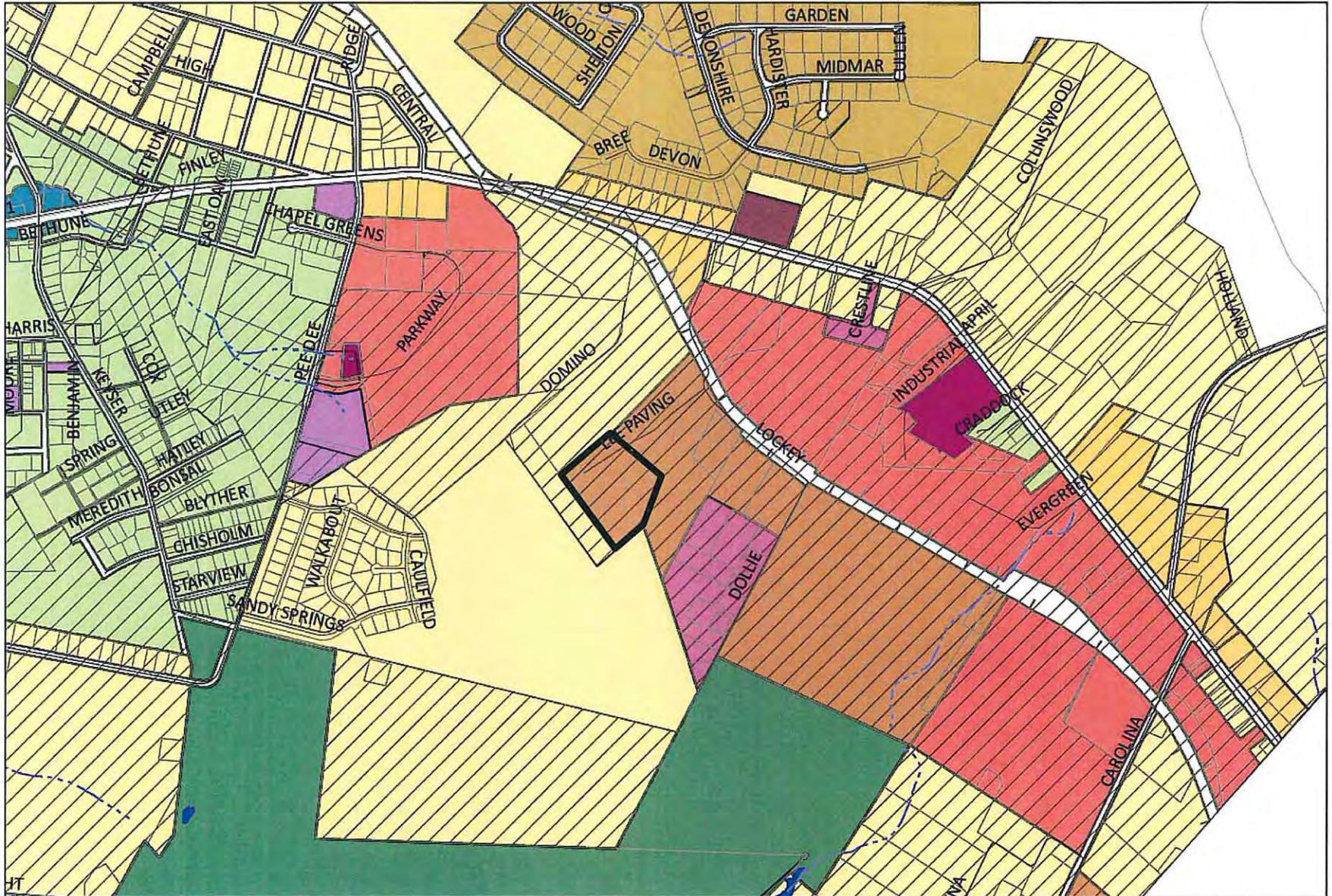
ET, LLC

N50°23'09"E 512.28'

MINIMUM BUILDING SETBACK LINE

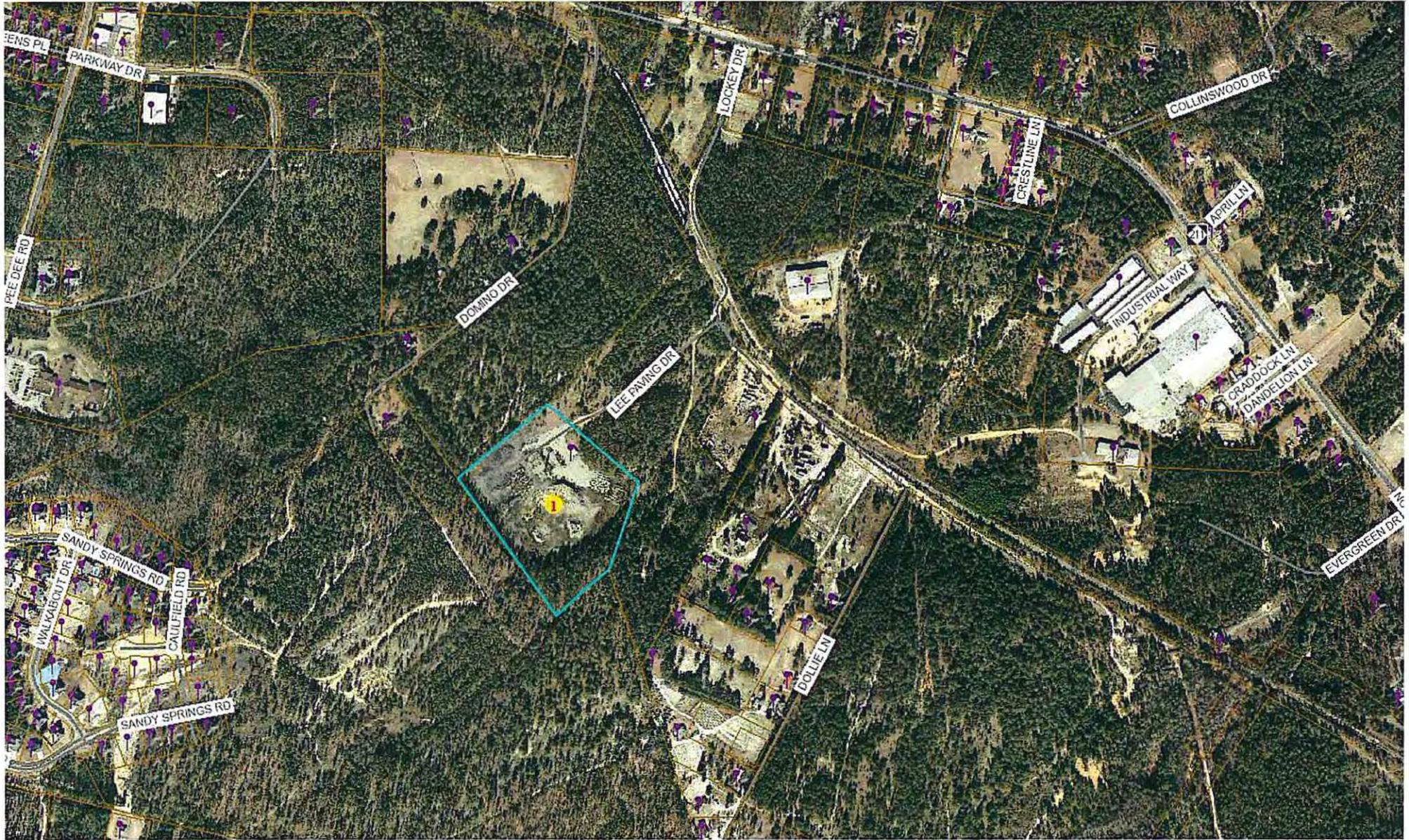


# Conditional Use Permit CU 15-02 – Vicinity Zoning



 B-1	 C-1	 HC	 RA	 R15-12	 R30-18	 R10-10-C	 Aberdeen ETJ
 B-2	 I-H	 O-I	 R6-10	 R18-14	 C-1-C	 R20-16-C	 Other Jurisdiction
 B-3	 GC	 MH	 R10-10	 R20-16	 I-H-C		

# Conditional Use Permit CU 15-02 – Vicinity Aerial



# Conditional Use Permit CU 15-02 – Site Aerial



# DRAFT - APPROVAL

## DECISION OF THE TOWN OF ABERDEEN BOARD OF COMMISSIONERS

**Case Number:** Conditional Use Permit CU#15-02

**Hearing:** The Town of Aberdeen conducted a Public Hearing on June 22, 2015, to consider Conditional Use Permit application CU#15-02 as submitted by Concrete Service Company, Inc. on to allow a concrete plant facility on property including all or part of PID #20000556, located at 229 Lee Paving Drive, Aberdeen, NC.

### FINDINGS OF FACT

1. Distribution Drive Realty, LLC is the owner of record of property identified as PID #20000556.
2. On April 22, 2015, Concrete Service Company, Inc. (APPLICANT) submitted an application for a Conditional Use Permit to develop a concrete manufacturing facility on said property. The application was determined to be complete by staff.
3. On May 21, 2015 the Town of Aberdeen Planning Board voted to recommend approval with conditions of the conditional use permit application to the Town of Aberdeen Board of Commissioners by unanimous vote.
4. The property was posted and parties duly noticed.
5. The proposed site details are as follows:

<b>Zoning</b>	I-H (Heavy Industrial)
<b>Adjacent Zoning</b>	I-H, R20-16
<b>Taxable Acreage</b>	Based on Moore County Tax Records 11.64 Acres
<b>Watershed</b>	Property is not located in a protected watershed
<b>Floodplain</b>	N/A
<b>Existing Use in Vicinity Project Area</b>	Industrial, Single-Family Residential, Recycling operation
<b>Existing Use on Property</b>	Vacant with evidence of previous asphalt manufacturing

6. Manufacturing facilities are permitted in the I-H Zoning District; The Unified Development Ordinance requires that such uses in the I-H District obtain a Conditional Use Permit.
7. On June 22, 2015 the Board of Commissioners held a public hearing on the conditional use permit application. Applicant representatives were present to address the Board and respond to questions. Planning Director Pamela Graham presented the proposal and staff report which were entered into the record.
8. The Board of Commissioners **unanimously** voted that CU #15-02 is complete as submitted.
9. The Board of Commissioners **unanimously** voted that CU #15-02, if completed as proposed, will comply with all requirements of the UDO.
10. The Board of Commissioners **unanimously** voted that CU #15-02 does satisfy the finding that the proposal will not materially endanger the public health or safety.
11. The Board of Commissioners **unanimously** voted that CU #15-02 does satisfy the finding that the proposal will not substantially injure the value of adjoining or abutting property.

## DRAFT - APPROVAL

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12. The Board of Commissioners **unanimously** voted that CU #15-02 does satisfy the finding that the proposal will be in harmony with the area in which it is to be located.
13. The Board of Commissioners **unanimously** voted that CU #15-02 does satisfy the finding that the proposal will be in general conformity with the 2030 Land Development Plan.

### CONCLUSIONS OF LAW

1. The Town of Aberdeen Board of Commissioners has jurisdiction over the persons and subject matter in this action, and the parties are properly before this Board.
2. That the applicant, Concrete Service Company, Inc., has satisfied all of the requisite standards pursuant to the Town of Aberdeen Unified Development Ordinance subject to conditions.
3. Aberdeen Unified Development Ordinance §152-60 authorizes the Board of Commissioners to attach such reasonable conditions as to ensure that the development meets the following standards for Conditional Use Permits:
  1. Will not endanger the public health or safety;
  2. Will not injure the value of adjoining or abutting property;
  3. Will be in harmony with the area in which it is located; and
  4. Will be in general conformity with the land-use plan, thoroughfare plan, or other plan officially adopted by the Town Board.

If constructed in accordance with the proposal submitted and in compliance with the Town's ordinances, codes and this Conditional Use Permit, the establishment, maintenance, or operation of the use will not materially endanger the public health or safety, will not substantially injure the value of adjoining or abutting property, and will be in harmony with the area in which it is to be located.

### DECISION

Based on these Findings of Fact and Conclusions of Law, the application for Conditional Use Permit CU #15-02 is approved subject to the following conditions.

1. Conditional Use Permits (CUPs) run with the land and as such CU #15-02 applies to the entirety of the property reflected in Parcel ID #20000556. An amendment to the CUP is needed to remove property from the CUP or to make changes to the CUP. If an activity is a use by right, it is not subject to the CUP.
2. The proposed use is authorized by the CUP, however, approval of CU #15-02 is contingent on a successful inter-departmental review to insure that the proposal has met all Federal, State, and local regulations and permitting requirements, as well as any conditions attached to the CUP approval.
3. Any and all required permits and/or approvals from other regulatory agencies must be in place prior to issuance of a Notice to Proceed by the Planning Department.
4. Building and Fire Inspections are to be required prior to beginning operation, all to be coordinated through the Planning and Inspections Department.

**DRAFT - APPROVAL**

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5. Any proposed building renovations are to be approved by Town of Aberdeen Building Inspectors and shall meet all applicable codes.
6. Approval of the CUP shall not imply approval of signage. Sign permit applications consistent with the requirements of the UDO shall be reviewed and approved by the Planning Department prior to installation.
7. The operation will be required to comply with Town of Aberdeen noise regulations.
8. All additional conditions or requirements as provided in the Town of Aberdeen Unified Development Ordinance are enforceable with regards to the proposal approved by CU #15-02.

The foregoing Findings on motion of Commissioner \_\_\_\_\_ seconded by Commissioner \_\_\_\_\_, is adopted this 22<sup>nd</sup> day of June, 2015.

Ayes: \_\_\_\_\_

Nos: \_\_\_\_\_

Absent or Excused: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Robert A. Farrell, Mayor

ATTEST:

\_\_\_\_\_  
Regina M. Rosy, Town Clerk

# DRAFT - DENIAL

## DECISION OF THE TOWN OF ABERDEEN BOARD OF COMMISSIONERS

**Case Number:** Conditional Use Permit CU#15-02

**Hearing:** The Town of Aberdeen conducted a Public Hearing on June 22, 2015, to consider Conditional Use Permit application CU#15-02 as submitted by Concrete Service Company, Inc. on to allow a concrete plant facility on property including all or part of PID #20000556, located at 229 Lee Paving Drive, Aberdeen, NC.

### FINDINGS OF FACT

1. Distribution Drive Realty, LLC is the owner of record of property identified as PID #20000556.
2. On April 22, 2015, Concrete Service Company, Inc. (APPLICANT) submitted an application for a Conditional Use Permit to develop a concrete manufacturing facility on said property. The application was determined to be complete by staff.
3. On May 21, 2015 the Town of Aberdeen Planning Board voted to recommend approval with conditions of the conditional use permit application to the Town of Aberdeen Board of Commissioners by unanimous vote.
4. The property was posted and parties duly noticed.
5. The proposed site details are as follows:

<b>Zoning</b>	I-H (Heavy Industrial)
<b>Adjacent Zoning</b>	I-H, R20-16
<b>Taxable Acreage</b>	Based on Moore County Tax Records 11.64 Acres
<b>Watershed</b>	Property is not located in a protected watershed
<b>Floodplain</b>	N/A
<b>Existing Use in Vicinity Project Area</b>	Industrial, Single-Family Residential, Recycling operation
<b>Existing Use on Property</b>	Vacant with evidence of previous asphalt manufacturing

6. Manufacturing facilities are permitted in the I-H Zoning District; The Unified Development Ordinance requires that such uses in the I-H District obtain a Conditional Use Permit.
7. On June 22, 2015 the Board of Commissioners held a public hearing on the conditional use permit application. Applicant representatives were present to address the Board and respond to questions. Planning Director Pamela Graham presented the proposal and staff report which were entered into the record.
8. The Board of Commissioners **unanimously** voted that CU #15-02 **is/is not** complete as submitted.
9. The Board of Commissioners **unanimously** voted that CU #15-02, if completed as proposed, **will/will not** comply with all requirements of the UDO.
10. The Board of Commissioners **unanimously** voted that CU #15-02 **does/does not** satisfy the finding that the proposal will not materially endanger the public health or safety.
11. The Board of Commissioners **unanimously** voted that CU #15-02 **does/does not** satisfy the finding that the proposal will not substantially injure the value of adjoining or abutting property.

**DRAFT - DENIAL**

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12. The Board of Commissioners **unanimously** voted that CU #15-02 **does/does not** satisfy the finding that the proposal will be in harmony with the area in which it is to be located.
13. The Board of Commissioners **unanimously** voted that CU #15-02 **does/does not** satisfy the finding that the proposal will be in general conformity with the 2030 Land Development Plan.

**CONCLUSIONS OF LAW**

1. The Town of Aberdeen Board of Commissioners has jurisdiction over the persons and subject matter in this action, and the parties are properly before this Board.
2. That the applicant, Concrete Service Company, Inc., **has/has not** satisfied all of the requisite standards pursuant to the Town of Aberdeen Unified Development Ordinance subject to conditions.
3. Aberdeen Unified Development Ordinance §152-54 provides that even if the Board of Commissioners finds that the application complies with all other provisions of the Unified Development Ordinance it may still deny the Conditional Use Permit if the Board concludes that based on the evidence in the record the use as proposed more probably than not,
  1. Will endanger the public health or safety;
  2. Will injure the value of adjoining or abutting property;
  3. Will not be in harmony with the area in which it is located; and
  4. Will not be in general conformity with the land-use plan, thoroughfare plan, or other plan officially adopted by the Town Board.

4. Based on the findings that \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

the Board of Commissioners voted **unanimously** to deny the Conditional Use Permit.

**DECISION**

Based on these Findings of Fact and Conclusions of Law, the application for Conditional Use Permit CU #15-02 is denied.

The foregoing Findings on motion of Commissioner \_\_\_\_\_ seconded by Commissioner \_\_\_\_\_, is adopted this 22<sup>nd</sup> day of June, 2015.

Ayes: \_\_\_\_\_

Nos: \_\_\_\_\_

Absent or Excused: \_\_\_\_\_

DRAFT - DENIAL

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Dated: \_\_\_\_\_

\_\_\_\_\_  
Robert A. Farrell, Mayor

ATTEST:

\_\_\_\_\_  
Regina M. Rosy, Town Clerk





**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 – June 22, 2015 – Public Hearing**

**Applicant:**

Bethesda Ives, LLC

**Request:**

Conditional Use  
Permit CU #15-03  
for a 38 Lot  
Residential  
Subdivision

**Location:**

West of Bethesda  
Road near Bethesda  
Presbyterian Church

**Parcel ID:**

00054112

**Zoning:**

R20-16

**Existing Use:**

Vacant

**Proposed Use:**

Major Subdivision

**Prepared by:**

Pamela Graham,  
Planning Director

**Description of Conditional Use Permit Request**

Bethesda Ives, LLC requests a conditional use permit (CUP) for a 38 lot residential subdivision on a vacant tract comprising a total of 51.46 acres. The property is accessed from Bethesda Road just north and across from the historic church structure. The applicant seeks approval of the use, open space, and number of lots subject to final engineering through the Site Plan Review process. Additional construction detail will be provided at that time for staff review.

**Procedural Issues**

§152-146 Table of Permissible Uses of the Town of Aberdeen Unified Development Ordinance (UDO) requires that all major subdivisions receive approval by the Town Board, and a recommendation by the Planning Board, for a conditional use permit.

*A recommendation is within the authorized jurisdiction of the Town Board.*

The UDO directs in §152-54 that the Planning Board shall make a recommendation for issuance of a conditional use permit unless it concludes, based upon the information submitted, that:

1. The requested permit is not within its jurisdiction according to the Table of Permissible Uses, or
2. The application is incomplete, or
3. If completed as proposed in the application, the development will not comply with one or more requirements of this chapter. (The “chapter” in this context is the UDO).

Furthermore, as directed by §152-54(D), even if the Board finds that the application complies with all other provisions of this chapter, it may still deny the permit if it concludes, based upon the information submitted, that if completed as proposed, the development, more probably than not,

1. Will materially endanger the public health or safety, or
2. Will substantially injure the value of adjoining or abutting property, or
3. Will not be in harmony with the area in which it is to be located, or

4. Will not be in general conformity with the land-use plan, thoroughfare plan, or other plan specifically adopted by the Town Board.

Following a recommendation by the Planning Board 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 Town Board acts in a quasi-judicial capacity when considering a conditional use permit application and shall consider the recommendations of the Planning Board and staff in their decision. Though they are not bound by those recommendations, they are required to use the same criteria in formulating their decision as is used by the Planning Board in their recommendation.

In considering whether to approve an application for a conditional use permit, the Town Board shall proceed according to the following format:

1. A simple majority vote is required to approve any motion related to the issuance of a conditional use permit.
2. The Town Board shall consider whether the application is complete. If the Town Board concludes that the application is incomplete and the applicant refuses to provide the necessary information, the application shall be denied. A motion to this effect shall specify either the particular type of information lacking or the particular requirement with respect to which the application is incomplete. If a motion to this effect is not approved, this shall be taken as an affirmative finding by the board that the application is complete. *Staff has deemed the application to be complete.*
3. The Town Board shall consider whether the application complies with all of the applicable requirements of the UDO. If a motion to this effect passes, the Town Board need not make further findings concerning such requirements. If a motion fails or is not made then a motion shall be made that the application be found not in compliance with one or more of the requirements of the UDO. Such a motion shall specify the particular requirements the application fails to meet. Separate votes may be taken with respect to each requirement not met by the application. It shall be conclusively presumed that the application complies with all requirements not found by the Town Board to be unsatisfied through this process.
4. If the Town Board concludes that the application fails to comply with one or more requirements of the UDO, the application shall be denied. If the Town Board concludes that all such requirements are met, it shall issue the permit unless it adopts a motion to deny the application for one or more of the reasons set forth in subsection 152-54(D). Such a motion shall propose specific findings, based upon the evidence submitted, justifying such a conclusion. (*§152-54(D) may be found at the bottom of page 1 and continuing to page 2*)

Subsequent to an approved CUP, the applicant will be required to submit fully engineered construction documents for inter-departmental review to insure that the development has met all Federal, State and local regulations and permitting requirements, as well as any conditions attached to the CUP approval. No permits authorizing development shall be issued until compliance with all applicable regulations and conditions has been demonstrated.

**Zoning** (Exhibit attached)

The property is located north/northwest of the intersection of Bethesda Road and Bethesda Avenue in the R20-16 zoning district. The R20-16 District was established for the principal use of land for low-density resident

agricultural purposes. The regulations of this district are intended to protect the agricultural sections of the community from an influx of uses that would likely render them undesirable for farms and future development. The attached Vicinity Zoning map shows the parcel abuts R20-16 zoning to the north, south, and east, R10-10 zoning to the west, and I-H (Heavy Industrial) zoning for approximately 860 feet of the southern boundary near the western corner. The I-H property is owned by Aberdeen & Rockfish Railroad. Other districts represented in the general vicinity include R30-18 (Alexander and Barnell Streets) and R6-10 to the west beyond the rail line (between Sycamore Street and US 1).

### Open Space

Required open space is proposed in excess of the 20% requirement due to the existence of +/- 27.51 acres of wetlands contained within the parcel, limiting buildable area. An existing sewer line crosses the property at several points within the delineated wetlands. The UDO requires that the open space be "usable" in that it:

1. Is not encumbered with any substantial structure;
2. Is not devoted to use as a roadway, parking area, or sidewalk;
3. Is not part of a roadway median;
4. Is not part of any privately owned lot that is used or intended for use for residential purposes;
5. Is legally and practicably accessible to the general public or to the residents of the development where the open space is located; and
6. Does not consist of multiple small, noncontiguous pieces of land which are, as a practical matter, inaccessible to all or most of the residents of the development.

The UDO further provides that water bodies, such as ponds or lakes, and wetland areas associated with recreational trail systems may also be counted toward open space requirements, as long as they satisfy the following:

1. Are at least fifty (50) feet in width and function or will function as a substantial visual buffer; and
2. Are configured or improved (e.g. through the installation of trails) in such a way as to be conducive to actual use for pedestrian connections to community facilities and for recreational purposes (i.e. walking or jogging) by the residents of the development where the land is located.

The choice as to the areas to be set aside as usable open space shall remain with the developer, provided that all UDO provisions are met.

*Article XIII, §152-198 requires that a minimum of 20% of usable open space be provided for Single Family Residential developments. The total land area of the proposed project is 51.46 acres; conceptual plans indicate that approximately 27.51 acres, or 53.8%, is being offered. The minimum 20% requirement could be met with 10.3 acres if more buildable acreage was present. The applicant proposes to construct an 8' wide natural walking trail along the sewer easement to meet the usability requirement for open space. Utilization of the easement will reduce the need for vegetation removal to install the trail.*

*The open space proposal is in compliance with the UDO.*

## Landform and General Site Layout (Exhibit attached)

The property is vacant and heavily wooded with the exception of the sewer easement and an unnamed stream that loosely follows much of the western property boundary. The stream is likely intermittent and reaches an identified floodplain just offsite near the railroad line. The topography is relatively gentle and sloping to the west towards the stream and floodplain with the steepest slopes occurring on lots to the north of Proposed Road "C" and the five lots proposed for the end of EL Ives Drive. The wetlands in the area would be expected to perform an important function in reducing flooding to the lower-lying areas both on site and beyond, as well as providing wildlife habitat. One wetland crossing is proposed with Road "A" with an expected impact area of 4,064 square feet. The vast majority of the wetlands are included in the open space calculation, however, seventeen (17) lots have wetlands within their boundaries with nine (9) of these incorporating wetlands into the building envelope. The sketch plan indicates a typical building footprint on the three lots that have the greatest amount of wetlands within the building envelope (lots 27, 37 and 38) as well as two lots with atypical configurations that limit buildable area (lots 18 and 20) to show the buildability of those lots.

UDO Article XVI, Part 2, states in part:

- §152-261 To the extent practicable, all development shall conform to the natural contours of the land, and natural and preexisting man-made drainage ways shall remain undisturbed;

*The proposed streets follow existing rights-of-way and/or align themselves with existing slopes to the extent practicable. The existing drainageway/stream will remain undisturbed by the proposed sketch plan. Staff recommends that rear lot lines that encroach into the wetlands be altered to coincide with the wetland boundary when doing so would not make the lot unbuildable (lots 1, 6, 29, 30, 31, 32, 33, 34, 35, and 36 can likely achieve this with some adjustments to side lot lines and lot size). Also recommended is that setback lines on lots 5, 17, 27, 28, 37, and 38 be adjusted to coincide with the wetland boundary. This recommendation has been included in the list of recommended conditions as condition #9.*

- §152-263 All developments shall be constructed and maintained so that adjacent properties are not unreasonably burdened with surface waters as a result of such developments;

*Development activities are anticipated to be confined to the higher elevations on the property which are heavily buffered by wetlands at lower elevations. Curb and gutter is not proposed. Vegetated swales within the rights-of-way are recommended in keeping with a low impact development design and to provide the opportunity for point source absorption of stormwater and less impact to the lower lying areas.*

- UDO Article XIV, §152-215 states: Streets shall be related appropriately to the topography of the area. In particular, streets shall be designed to facilitate the drainage and storm water runoff objectives set forth in Article XVI ... and the street grades shall conform as closely as practicable to the original topography. This concept is reiterated in §152-218 (A): Subcollector, local, and minor residential streets shall be curved whenever practicable to the extent necessary to avoid conformity of lot appearance.

*The proposed streets follow existing rights-of-way and/or align themselves with existing slopes to the extent practicable. The street layout does exhibit some curvature where existing rights-of-way are not dictating form. Proposed Road "A" in particular takes measures to run at cross-slope to the natural*

contours and make crossing of the wetland at a location that has the best opportunity to lessen impacts.

Notes and graphic representation provided on the conceptual plan indicate compliance with the dimensional standards for the R20-16 District, as specified below. Staff will confirm compliance with minimum dwelling unit and building height requirements prior to the issuance of zoning permits for each lot.

Zoning District	Min. Lot Area (in square ft. or acres)	Min. Area per D.U. (in square ft.)	Min. Lot Width (in feet)	Min. Front Yard Setback (in feet)	Min. Side Yard Setback (in feet)	Min. Rear Yard Setback (in feet)	Maximum Bldg. Height (in feet)
R20-16	20,000	1,600	100	35	15	30	35

### Transportation

The project proposes a single access point from Bethesda Road. Approximately 350 vehicle trips per day would be anticipated from the development, well below the 600 trip Town of Aberdeen requirement for a traffic impact analysis as dictated by §152-163.21 of the UDO. The proposed access from Bethesda Road will require DOT approval.

*Staff has determined that a Traffic Impact Analysis will not be required by the UDO for the project.*

Three new streets are proposed for the project as well as two stub-outs and an approximately 200' extension of EL Ives Drive culminating in a new cul-de-sac as required by the UDO. The primary road is identified on the sketch plan as Proposed Road "A" which utilizes an unopened right-of-way from Bethesda Road with a length of approximately 460 feet. Beyond that point, Road "A" will continue into the development, ending in a cul-de-sac on an interior piece of higher ground to access eleven lots. Sidewalks are proposed for both sides of Road "A" for the portions that are fronted by lots for the development on both sides of the road. Road "A" is proposed to include a single sidewalk for the portion that connects lots 17 and 38 (fronted by wetlands on both sides), the portion that connects lots 6 and 12 which fronts wetlands on one side, and the first 432 feet as measured from Bethesda Road. Existing platted lots on the north side of that portion are not owned by the applicant. The total length of Road "A" from the closest connection with an acceptable turnaround (Road/Stubout "D") is 899 feet.

*The applicant has requested relief from the requirement that sidewalks be installed on both sides of all roads in the development, as stated on the plan "in an effort to be low impact and to help with meeting the green growth criteria that in certain areas sidewalk would only be installed on one side of the street with proposed lots and that in areas without houses abutting the road sidewalk wouldn't be installed. Areas that developer requests sidewalk not be installed between lots 17-38 (approximately 940 lf); lots 6-12 (approximately 750 lf)". The UDO provides for some flexibility to the Board's decisions on conditional and special use permits in §152-60(B), which states: "The permit-issuing board may not attach additional conditions that modify or alter the specific requirements set forth in this chapter unless the development in question presents extraordinary*

*circumstances that justify the variation from the specified requirements.” The extensive presence of wetlands on the site does present extraordinary circumstances, and the request for sidewalk relief is limited to areas where the road abuts wetlands and no building lots are located, as well as along properties that are outside of the development boundary.*

*Additionally, §152-217(F) allows for the permit-issuing authority to permit walkways constructed with materials other than concrete when it concludes that:*

- (1) Such walkways would serve the residents of the development as adequately as concrete sidewalks; and*
- (2) Such walkways would be more environmentally desirable or more in keeping with the overall design of the development.*

*Due to the existence of wetlands along the routes proposed for a reduction in the sidewalk requirement, the Board may authorize walkways of a design suitable for environmentally sensitive areas to reduce impervious surfaces and the resulting stormwater-driven pollutants that may impact the wetlands. Staff recommends that only those areas of roadway that are adjacent to wetlands be considered for a reduction in the requirement. The Planning Board, during their deliberations at their 5/21/15 meeting, recommended a revision to the conditions that would allow for partial relief from the sidewalk requirement but also required that the applicant create an additional section in the proposed natural walkway system to make a connection in the area to the north of proposed Road “A”. This connection is reflected in the attached “Pedestrian Plan” with a revision date of 5/29/15.*

Proposed Road “B” also utilizes a portion of an unopened right-of-way and will connect Road “A” with Road “C” and an improved section of Dunoon Street. Road “B” will be a connector road of approximately 400 feet in length. A sidewalk is proposed for the western side of the road, adjacent to the boundary of the development.

Proposed Road “C” will provide a connection from Road “B” to Dunoon Street and continue for approximately 650 feet, culminating in a cul-de-sac. Road “C” provides access to six lots in the proposal and is shown to have sidewalks on both sides of the street.

Proposed Road “D” is a stubout for future connection to undeveloped property to the south that is outside of the proposed project area. The inclusion of stubout roads are addressed in §152-214(A) and (D) of the UDO:

*“The street system of a subdivision shall be coordinated with existing, proposed, and anticipated streets outside the subdivision or outside the portion of a single tract that is being divided into lots as provided in this section ... Whenever connections to anticipated or proposed surrounding streets are required by this section, the street right-of-way shall be extended and the street developed to the property line of the subdivided property (or to the edge of the remaining undeveloped portion of a single tract) at the point where the connection to the anticipated or proposed street is expected. In addition, the permit-issuing authority may require temporary turnarounds to be constructed at the end of such streets pending their extension when such turnarounds appear necessary to facilitate the flow of traffic or accommodate emergency vehicles.” Aberdeen’s Fire Inspector has advised staff that the stubout is not required by the portions of the Fire Code that have been adopted by the town, and that, due to its length of 42 feet, provides limited usefulness as a turnaround for emergency vehicles. Regarding the length of the cul-de-sac Road “A”, he advised that the*

*length of the road is not a concern but would look for an engineered design of the wetland crossing that would allow accessibility to the full length of the road during major rain events. This level of engineering would be expected to be provided by the applicant for the Site Plan Review process, following approval of the conditional use permit.*

The existing paved portion of Dunoon Street is accessed from EL Ives Drive and is approximately 170 feet in length. It provides access to two corner EL Ives Drive lots whose homes have driveways off of Dunoon. The remaining +/- 230 feet of Dunoon is an unopened right-of-way. Three vacant lots face this section of Dunoon and are not included in the project proposal. The applicant proposes to construct approximately 75 feet of roadway including a single sidewalk to the end of the Dunoon right-of-way to provide frontage to a corner lot (lot #11) of the proposed development. The street would be stubbed out to allow for future connection of the two portions of Dunoon. The future connection would require approximately 225 linear feet of roadway construction. The developer is only required to improve the roads to the property line of the subdivided property.

The proposed cul-de-sac at EL Ives Drive is currently required by the UDO for dead end streets. The applicant is proposing to cap off the end of EL Ives with a cul-de-sac bulb for access to the five lots planned in that portion of the project and to meet UDO requirements. No sidewalks currently exist on EL Ives and staff does not recommend the proposed bulb be designed to include a sidewalk. However, the applicant has proposed that the natural walkway system make a connection to the new EL Ives cul-de-sac to provide access to the open space in the development.

§152-217 of the UDO allows for residential minor streets, local streets and subcollectors to be constructed with six-foot wide shoulders and grass drainage swales on either side in lieu of curb and gutter, so long as the street grade does not exceed a grade of six (6) percent. *The applicant proposes swaled shoulders in lieu of curb and gutter, a common Low Impact Design feature where conditions allow.*

§152-218 calls for all permanent dead-end streets to be developed as cul-de-sacs. Except where no other practicable alternative is available, such streets may not extend more than 500 feet, and in no case shall be permitted to be over 900 feet, measured to the center of the turnaround. *Proposed Road "A" measures 899 linear feet from the nearest connection (Road/Stubout "D"), which falls just under the 900 foot maximum requirement.*

### **Landscaping and Screening**

Street trees are required in accordance with §152-315: *Along both sides of all newly created streets ... the developer shall either plant or retain sufficient trees so that, between the paved portion of the street and a line running parallel to and fifty (50) feet from the center line of the street, there is for every thirty (30) feet of street frontage at least an average of one (1) deciduous tree that has, or will have when fully mature, a trunk at least twelve (12) inches in diameter.* Staff will work with the developer to insure that this section is complied with prior to the issuance of zoning permits for lot development, using appropriate species as directed by Section 98.03 of the Code of Ordinances, and Appendix J of the UDO.

§152-317 provides for the retention and protection of large trees, specifically: *Every development shall retain all existing trees twelve (12) inches in diameter or more and no tree twelve (12) inches in diameter or greater shall be removed from the public right-of-way unless the retention of such trees would, in the opinion of the staff, unreasonably burden the development, landowner or maintenance of utilities.* The applicant has not provided a tree survey showing locations and sizes of all trees in the project area that meet this standard. The UDO requirement of a tree survey allows for the existence of significant trees to be considered when designing the project and to provide staff with documentation of the existing conditions. Staff will require a tree survey be provided for the required Site Plan Review process following approval of the conditional use permit. Clearing, grading, and lot and street layout should respect the existing conditions, including topography and significant trees.

### **Water and Wastewater**

Town of Aberdeen water and sewer are currently accessible to the site.

### **General Conformity with Plans**

The 2030 Land Development Plan Future Land Use Map adopted in 2005 identifies this project area as low-density residential with environmentally sensitive areas evident. This designation is consistent with both the current zoning and the existing residential uses in the immediate vicinity. The Plan also states that “conservation subdivisions” may be an appropriate development pattern for new development within the town’s jurisdiction. Conservation subdivision design is intended to identify what is important to preserve on a site with development concentrated in the more suitable portions. Considerations such as preserving farmland and environmentally sensitive areas, avoiding steep slopes, and preserving the scenic view from the roadway are common elements in conservation subdivisions.

The Aberdeen Pedestrian and Bicycle Transportation Plans recommend the following for all new residential subdivisions:

1. Sidewalks and marked crosswalks on all new roads in accordance with the design guidelines included in the Pedestrian Plan;
2. Marked sharrows, or bicycle shared-lane markings on all new roads in accordance with the guidelines in the Bicycle Plan.

The Green Growth Toolbox (GGT), adopted by the Board of Commissioners in 2010, shows the existing stream with a recommended 100 foot buffer along either side. The sketch plan being considered complies with this recommendation with the stream and wetlands being incorporated into the open space. The proposed walking trail will require sensitive placement to avoid impacts to the stream and buffer. A Green Growth Toolbox Assessment exhibit is included for reference. It should be noted that the wetlands are not included in the GGT data layer set, though they have been flagged by an environmental consultant. Staff has asked the engineer on the project to provide any available documentation that the Army Corps of Engineers has verified the delineation.

*Staff considers the proposal to be in general conformity with plans adopted by the Town Board.*

### **Quasi-judicial Procedure**

As a quasi-judicial matter, the Town Board must consider all evidence presented during the public hearing in their decision regarding conditional use permits, and even if they find that an application complies with all other provisions of the UDO, may still deny a permit if it concludes, based upon the information submitted at the hearing, that the development, more probably than not:

1. Will materially endanger public health or safety?
2. Will substantially injure the value of adjoining or abutting property?
3. Will not be in harmony in the area in which it is to be located?
4. Will not be in general conformity with the Land Use Plan or other plans specifically adopted by the Board?

It should also be noted that staff has received a "Protest Petition" signed by ten affected property owners which references NCGS §160A-385. Staff has explained to the individuals who submitted the petition (Mr. and Mrs. Caddell) that such petitions are only relevant for rezonings or other map amendments and do not apply to the current circumstances of this proposal. The Caddells wished to submit the petition for information to the Board to express their wish that the proposal be denied. The Board may not consider this to be a formal protest petition as provided for in the General Statutes referenced, but may consider it as a general protest to the proposal by affected property owners. The petition is enclosed for reference.

Also enclosed is a report provided by the Caddells that was prepared by the Department of Agriculture Soil Conservation Service in 2003. The Caddells have asked that staff review the report and assess the potential impact of the proposed development in relation to the report, however, §152-55(B) of the UDO states that the burden of presenting evidence to the permit-issuing board sufficient to lead it to conclude that the application should be denied for any reason shall be upon the party or parties urging this position, unless the information presented by the applicant in his application and at the public hearing is sufficient to justify a reasonable conclusion that a reason exists to so deny the application. Staff does not feel that they have the authority to determine the potential impacts of the development as it relates to the report's data.

### **Recommendations and Suggested Motions**

Planning staff's review of the proposal has identified few issues regarding the proposal's compliance with the Town of Aberdeen UDO, and these are limited to the applicant's request to be relieved of the sidewalk requirement in certain areas of the plan. The Board may determine that the presence of wetlands on the site and the instances where the proposed roads do not front buildable land presents extraordinary circumstances that would warrant flexibility in the sidewalk requirement, as provided for in §152-60(B) of the UDO. Condition #7 is included as an option for the Board's consideration.

The Board also has an option of approving alternate materials for sidewalks within the development if they conclude that:

- (1) *Such walkways would serve the residents of the development as adequately as concrete sidewalks; and*

*(2) Such walkways would be more environmentally desirable or more in keeping with the overall design of the development.*

Staff recommends that the Board accept public comment regarding Conditional Use Permit CU #15-03 during the public hearing scheduled for June 22, 2015 and render a decision on the application at their earliest convenience. The following is a recommended format for motions to be made at that time.

- Motion 1: CU #15-03 (is/is not) within the jurisdiction of the Town Board according to the Table of Permissible Uses.
- Motion 2: CU #15-03 (is/is not) complete as submitted.
- Motion 3: CU #15-03, if completed as proposed, (will comply with all/will not comply with one or more) comply with one or more requirements of the UDO. If not, specify the requirement.
- Motion 4: CU #15-03 (satisfies/does not satisfy) Finding #1: will not endanger public health or safety. If not, list why.
- Motion 5: CU #15-03 (satisfies/does not satisfy) Finding #2: will not substantially injure the value of adjoining or abutting property. If not, list why.
- Motion 6: CU #15-03 (satisfies/does not satisfy) Finding #3: will be in harmony with the area in which it is located. If not, list why.
- Motion 7: CU #15-03 (satisfies/does not satisfy) Finding #4: will be in general conformity with Land Use Plan or other plans specifically adopted by the Board. If not, list why.

**Per UDO §152-54(c), If the Board votes that the application is not complete as submitted (Motion #1), or that the proposal will not comply with one or more requirements of the UDO if completed as proposed (Motion #2), the application may not be approved. If the Board votes that the application satisfies all requirements of the UDO and findings 1-4, they shall approve the application.**

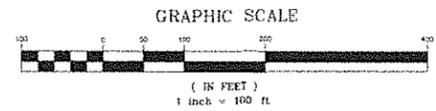
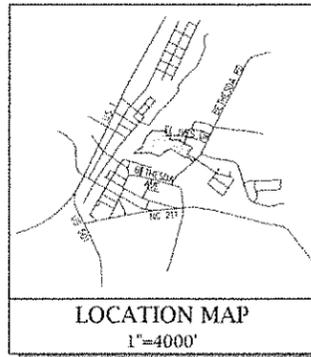
- Motion 8: Based on the Findings of Fact and the evidence presented, the Planning Board:
- Recommends denial of CU #15-03 based on the following: \_\_\_\_\_.
  - Recommends approval of CU #15-03.
  - Recommends approval with conditions of CU #15-03 as follows.

**Recommended Conditions** (Planning Board amendments to the conditions are indicated in red)

1. Conditional Use Permits (CUPs) run with the land and as such CU #15-03 applies to the entirety of the property reflected in Parcel ID #00054112. An amendment to the CUP is needed to remove property from the CUP or to make changes to the CUP. If an activity is a use by right, it is not subject to the CUP.
2. The proposed use is authorized by the CUP, however, approval of CU #15-03 is contingent on a successful inter-departmental review to insure that the development has met all Federal, State and local regulations and permitting requirements, as well as any conditions attached to the CUP approval. Plans submitted for this review shall include, but not be limited to, tree survey indicated all trees with a dbh of 12" or greater, utility locations including size, material, and vertical alignment of waterlines, engineering calculations assuring that proposed stormwater measures meet or exceed the requirements Article XVI, Part 2, Drainage, Erosion Control and Stormwater Management of the UDO.
3. Any and all required permits and/or approvals from other regulatory agencies must be in place prior to issuance of a Notice to Proceed by the Planning Department.
4. The development is authorized to create a maximum of thirty-eight (38) single family lots and construction documents generally based on the Site Sketch Plan with a revision date of 5/29/15.
5. Open Space shall generally comply with the 5/29/2015 Site Sketch Plan and Pedestrian Plan, including proposed improvements, and in no case may be reduced to less than 20% of the total land area for the development.
6. Tree harvest and mass grading are not authorized as a result of this approval. Construction documents, including a grading plan, shall be reviewed by staff for compliance with the UDO.
7. In accordance with §152-60(B) of the UDO, the Board determines that the development presents extraordinary circumstances that warrant relief from strict adherence to sidewalk requirements. The applicant is to provide sidewalks and natural walking trails as indicated on the Pedestrian Plan submitted with a revision date of 5/29/15.
8. The applicant shall supply Planning staff with an assessment from US Fish and Wildlife Agency with regards to Red Cockaded Woodpecker, or other protected species, activities on the property prior to site disturbance. Evidence of such activities authorizes staff to require amendments to the plan to minimize impacts.
9. Approval of CU #15-03 is contingent upon a revised site layout plan that shows all rear lot lines that encroach into the wetlands have been altered to coincide with the wetland boundary when doing so would not make the lot unbuildable. At a minimum, lots 1, 6, 29, 30, 31, 32, 33, 34, 35, and 36 shall be adjusted to meet this condition unless the applicant can provide evidence to staff that the lot will be rendered unbuildable by doing so. Additionally, setback lines on lots 5, 17, 27, 28, 37, and 38 are to be adjusted to coincide with the wetland boundary.
10. Streets, sidewalks, waterlines, and sewer and stormwater facilities shall meet all UDO requirements and are to be dedicated to the Town of Aberdeen contingent upon inspection and approval by the Public Works Department. Preliminary and Final Plats shall identify any and all Town easements related to these facilities. Details shall be reviewed by staff during the Site Plan Review process following approval of the conditional use permit.

11. The Fire Department must sign off on the drawings as well as available capacity for treating fires. Hydrants are required consistent with ~~their~~ Fire Department spacing requirements. Adequate turning radius must be provided for the fire trucks currently in use.
12. Prior to approval of final plat(s), all infrastructure must be complete or guaranteed per UDO requirements, **including sidewalks**.
13. Street trees shall be installed prior to final plat approval or as a requirement of the building permit for each lot and shall be consistent with official species list provided in §98.03 of the Aberdeen Code of Ordinances or with “Trees of the Carolinas” (Appendix J of the UDO) and planted at the appropriate rate. Compliance with the street tree requirements will be reviewed by staff and staff is authorized to insure compliance prior to issuing a certificate of occupancy for each lot.
14. Sharrows and marked crosswalks shall be installed or guaranteed prior to final plat approval consistent with the requirements of the Comprehensive Pedestrian and Bicycle Plans.
15. All additional conditions or requirements as provided from the Town of Aberdeen Unified Development Ordinance are enforceable with regards to the proposal CU #15-03.

Enclosures: Mc2 Site Sketch Plan dated 5/29/2015  
Mc2 Pedestrian Plan dated 5/29/2015  
CUP Application  
Vicinity Zoning Map  
Site Aerial  
Green Growth Toolbox Assessment  
Overlay Map  
Affected Party Petition  
2003 Soil Conservation Service Report provided by Larry and Patricia Caddell

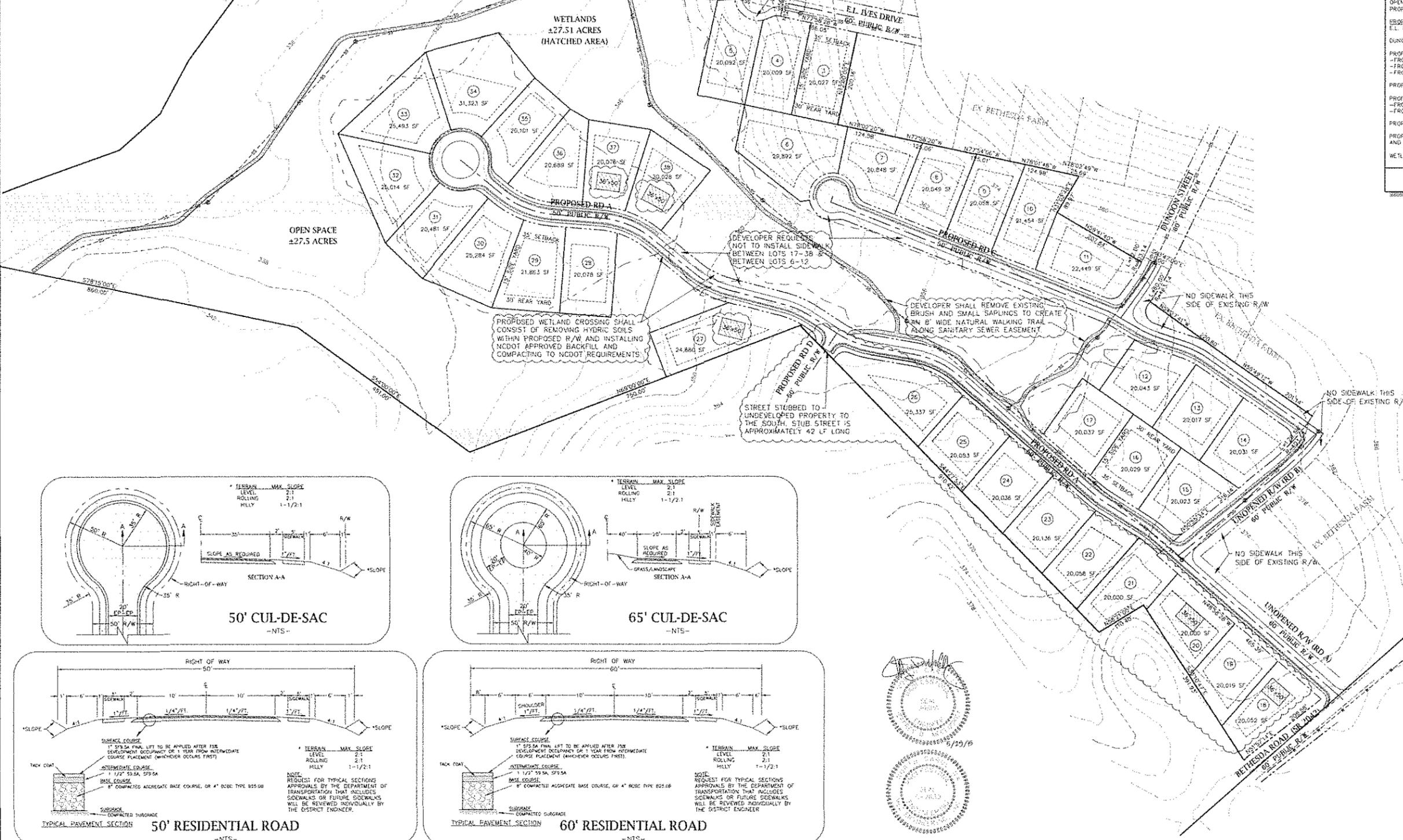


DEVELOPER REQUEST IN AN EFFORT TO BE LOW IMPACT AND TO HELP WITH MEETING THE GREEN GROWTH CRITERIA THAT IN CERTAIN AREAS SIDEWALK WOULD ONLY BE INSTALLED ON ONE SIDE OF THE STREET WITH PROPOSED LOTS AND THAT IN AREAS WITHOUT HOUSES ABUTTING THE ROAD SIDEWALK WOULDN'T BE INSTALLED.

AREAS THAT DEVELOPER REQUEST SIDEWALK NOT BE INSTALLED BETWEEN  
 - LOTS 17-38 (APPROXIMATELY 940 LF)  
 - LOTS 6-12 (APPROXIMATELY 750 LF)

DEVELOPER/OWNER:	BETHESDA IVES, LLC PO BOX 12 WEST END, NC 27376
RD#:	00054112
PN:	857015544714
JURISDICTION:	TOWN OF ABERDEEN
TOWNSHIP:	SANDHILLS
DEED BOOK & PAGE:	4248 / 589
TOTAL SITE ACREAGE:	51.46 AC
CURRENT ZONING:	R20-16
EXISTING USE:	VACANT
PROPOSED USE:	SINGLE FAMILY
TOTAL LOTS:	38
DENSITY:	0.74 DU/AC
FRONT YARD SETBACK:	35'
SIDE YARD SETBACK:	15'
REAR YARD SETBACK:	35'
MINIMUM LOT WIDTH:	100'
MINIMUM LOT AREA:	20,000 SF
PROPOSED SMALLEST LOT:	20,000 SF
OPEN SPACE REQUIRED:	70%
PROPOSED SPACE REQUIRED:	53.45% (27.5 ACRES)
PROPOSED ROAD:	
E.L. IVES DRIVE EXTENSION:	100.64 LF
DUNDON STREET EXTENSION:	139.55 LF
PROPOSED RD A (TOTAL LENGTH):	2248.97 LF
-FROM BETHESDA TO RD B:	466.66 LF
-FROM RD B TO RD D:	883.28 LF
-FROM RD D TO CUL-DE-SAC:	899.04 LF
PROPOSED RD B:	390.88 LF
PROPOSED RD C (TOTAL LENGTH):	1164.32 LF
-FROM RD B TO DUNDON STREET:	487.62 LF
-FROM RD B TO CUL-DE-SAC:	676.70 LF
PROPOSED RD D:	42.00 LF
PROPOSED DEVELOPMENT WILL BE ATTACHED TO PUBLIC WATER AND SANITARY SEWER.	
WETLAND IMPACTS IN R/W:	4,024 SF

**DEVELOPMENT SUMMARY**



Mc² ENGINEERING, INC.  
 2110 BEN CRAIG DRIVE  
 SUITE 400  
 CHARLOTTE, NC 28262  
 PHONE 704.510.9797

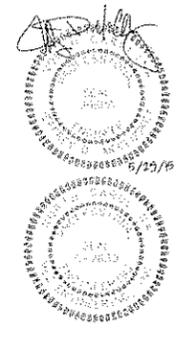
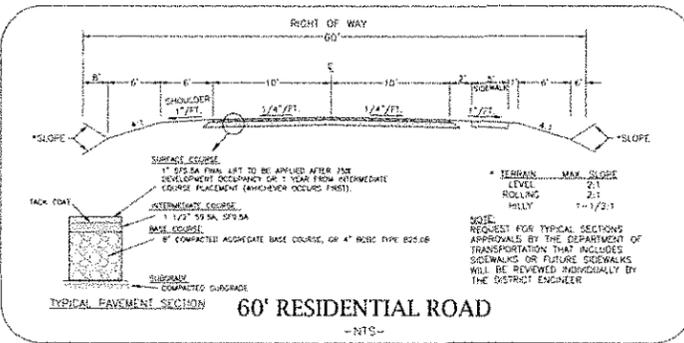
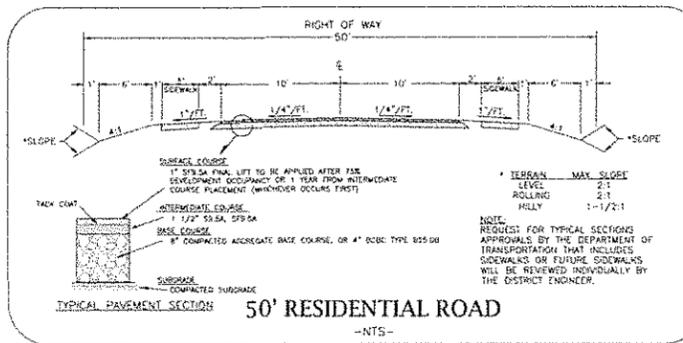
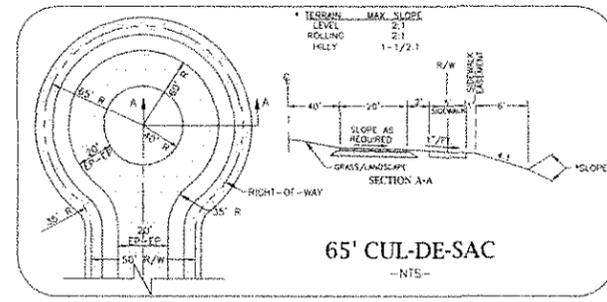
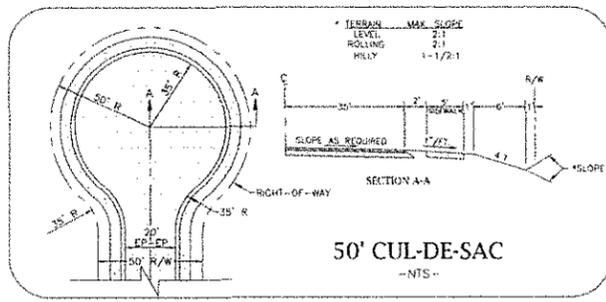
**BETHESDA IVES, LLC**  
 PO BOX 12  
 WEST END, NC 27376

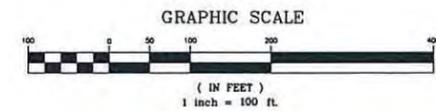
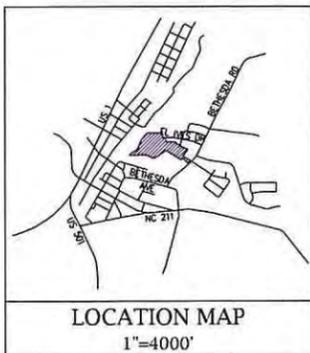
**SITE SKETCH PLAN**

REVISIONS		
1	3/26/15	PLANNING COMMENTS
2	5/4/15	APPLICANT REVISIONS
3	5/29/15	PLANNING COMMENTS

CAD FILE: 14-026 BASE DWG  
 PROJECT NO: 14-026  
 DESIGNED BY: JDM  
 DATE: MARCH 3, 2015

**SP1.0**





DEVELOPER REQUEST IN AN EFFORT TO BE LOW IMPACT AND TO HELP WITH MEETING THE GREEN GROWTH CRITERIA THAT IN CERTAIN AREAS SIDEWALK WOULD ONLY BE INSTALLED ON ONE SIDE OF THE STREET WITH PROPOSED LOTS AND THAT IN AREAS WITHOUT HOUSES ABUTTING THE ROAD SIDEWALK WOULDN'T BE INSTALLED.

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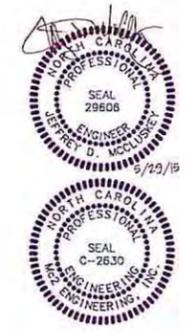
**Mc<sup>2</sup> ENGINEERING**  
 Mc<sup>2</sup> ENGINEERING, INC.  
 2110 BEN CRAIG DRIVE  
 SUITE 400  
 CHARLOTTE, NC 28262  
 PHONE 704.510.9797

**BETHESDA IVES, LLC**  
 PO BOX 12  
 WEST END, NC 27376

**PEDESTRIAN PLAN**

REVISIONS		
1	3/26/15	PLANNING COMMENTS
2	5/4/15	APPLICANT REVISIONS
3	5/29/15	PLANNING COMMENTS

CAD FILE: 14-026 BASE.DWG  
 PROJECT NO.: 14-026  
 DESIGNED BY: JDM  
 DATE: MARCH 3, 2015





# Town of Aberdeen

Planning Department  
Phone: (910) 944-7024  
Fax: (910) 944-7459

For office use only:
Application No. _____
Date Received: _____
Amount Received: _____

## Conditional Use Application

NOTES: - DEADLINE FOR SUBMITTAL IS ONE MONTH PRIOR TO THE APPLICABLE MEETING DATE OF THE PLANNING BOARD.  
 - ALL APPLICATIONS MUST BE ACCOMPANIED BY A SITE PLAN. SEE SITE PLAN APPLICATION CHECKLIST FOR REQUIRED ITEMS.

### APPLICANT INFORMATION:

Applicant: Bethesda Ives, LLC

Phone No. 910-281-0131 Cell No. 910-603-5300 Email: marketvalue@

Applicant's Address PO Box 4393, Pinehurst, NC 28374 pinehurst.net

Property Owner: Same as Applicant

Owner's Address: Same as Applicant

Property Location Address: Bethesda Rd, E.L. Ives Dr and Dunoon St PID #00054112  
LRK# PIN 857015544714

### CONDITIONAL USE REQUEST:

- A. Existing Zoning: R20-16
- B. Existing land use on property: Vacant
- C. Requested land use: Single Family Residential

THE BOARD MUST MAKE THE FOLLOWING FINDINGS OF FACT IN ORDER TO APPROVE A CONDITIONAL USE PERMIT. PLEASE PROVIDE INFORMATION TO SUPPORT THE FOLLOWING STATEMENTS.

### STATEMENT OF JUSTIFICATION:

A. The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare:  
The proposed single family residential is compatible with the existing adjacent land use which is single family residential.

B. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted or substantially diminish and impair property values within the neighborhood:  
The proposed single family residential will be similar in nature to the existing lot sizes of the adjacent single family homes and the proposed houses will also be similar in value to the existing neighborhood. or higher in value.

**C. The establishment of the conditional use will be in harmony with the area in which it is to be located and will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district:**

The proposed development includes creating connections to the existing stub streets that currently exist and installing permanent cul-de-sacs for emergency vehicle turnarounds along with opening existing unopened right of ways and creating a stub connection to the South from Road "D" that will serve as a future connection.

**D. The exterior architectural appeal and function plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district as to cause substantial depreciation in the property values within the neighborhood:**

The proposed development will have homes that are similar in nature to the existing homes and will include a combination of siding on the sides and rear and the front elevation will generally have siding with accents of vinyl shakes, stone veneer and brick.

**E. Adequate utilities, access road, drainage and/or necessary facilities have or are being provided:**

The proposed development will include constructing public water and sanitary sewer along with public roads built to the Town and NCDOT standards for acceptance.

**F. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets:**

As mentioned above in item "C" several of the roads consist of connections to existing dead end roads that will be properly permanently dead end with a cul-de-sac or opening unopened right of ways. Ultimately the project involves 2 connections to Bethesda Road (E.L. Ives Road and an existing Unopened right of way called Road "A")

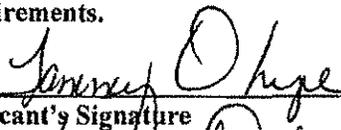
**G. The conditional use will be in general conformity with the land-use plan, thoroughfare plan, or other plan specifically adopted by the Town:**

The proposed plan is in conformance with the zoning and land use plan. The proposed development also has included connectivity as illustrated within the Town adopted Pedestrian Plan as illustrated in Priority Project #6 (Downtown to Malcolm Blue Greenway). The plans include sidewalks and walking trails.

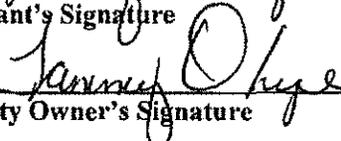
**H. The conditional use in all other respects, conforms to the applicable regulations of the district in which it is located:**

The proposed development is in accordance with all aspects of the zoning ordinance and Town Ordinances.

Acceptance of this application does not imply approval of this request. I realize that this application may be denied or that conditions may be attached to this request at assure compliance with applicable Zoning Code Requirements.

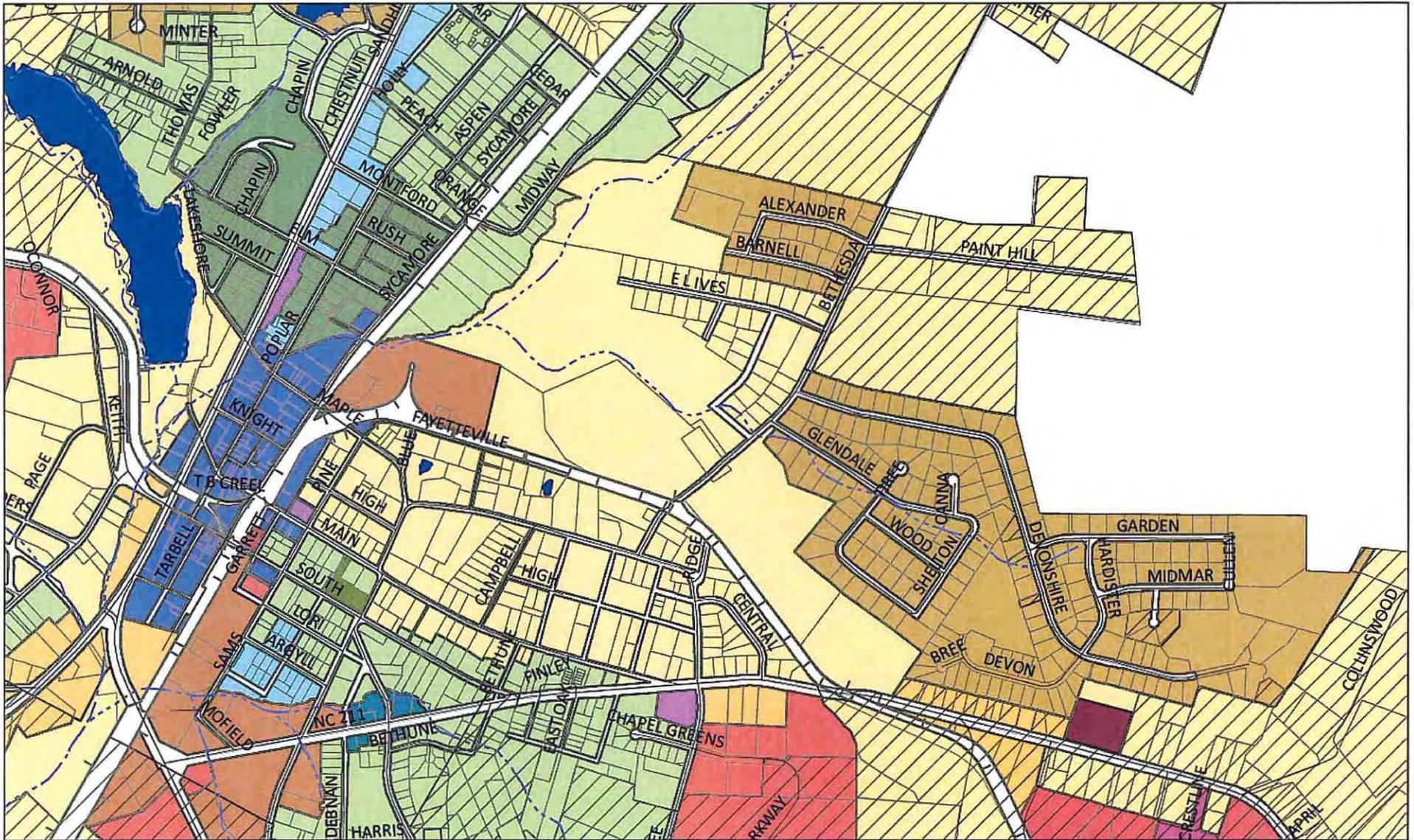
  
Applicant's Signature

5/7/15  
Date

  
Property Owner's Signature

5/7/15  
Date

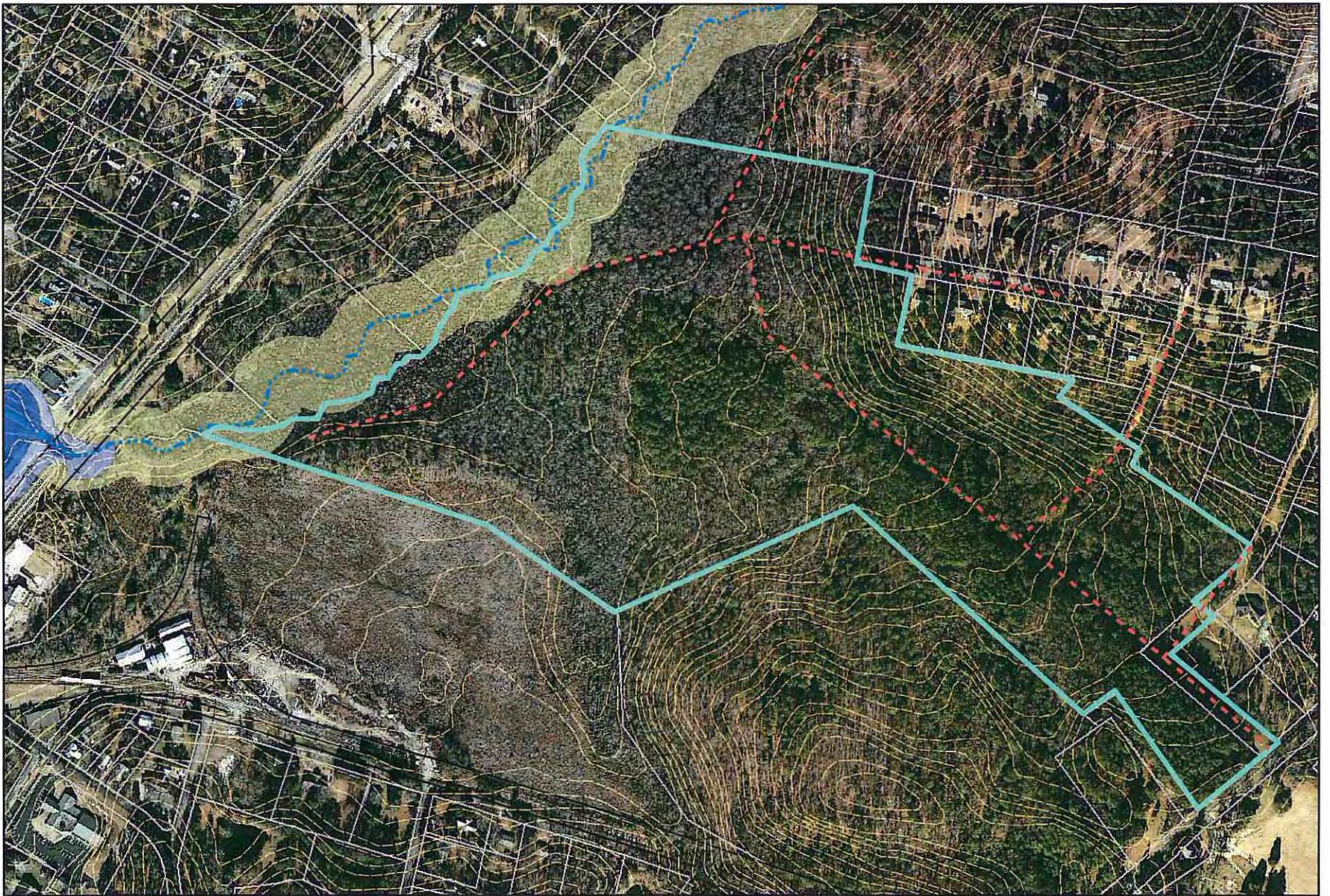
# Conditional Use Permit CU 15-03 – Vicinity Zoning



 B-1	 C-1	 HC	 RA	 R15-12	 R30-18	 R10-10-C	 Aberdeen ETJ
 B-2	 I-H	 O-I	 R6-10	 R18-14	 C-1-C	 R20-16-C	 Other Jurisdiction
 B-3	 GC	 MH	 R10-10	 R20-16	 I-H-C		

# Conditional Use Permit CU 15-03 – Site Aerial





**Conditional Use Permit CU 15-03  
Green Growth Toolbox Assessment**

Property Proposed for  
Conditional Use Permit 

2' Contours 

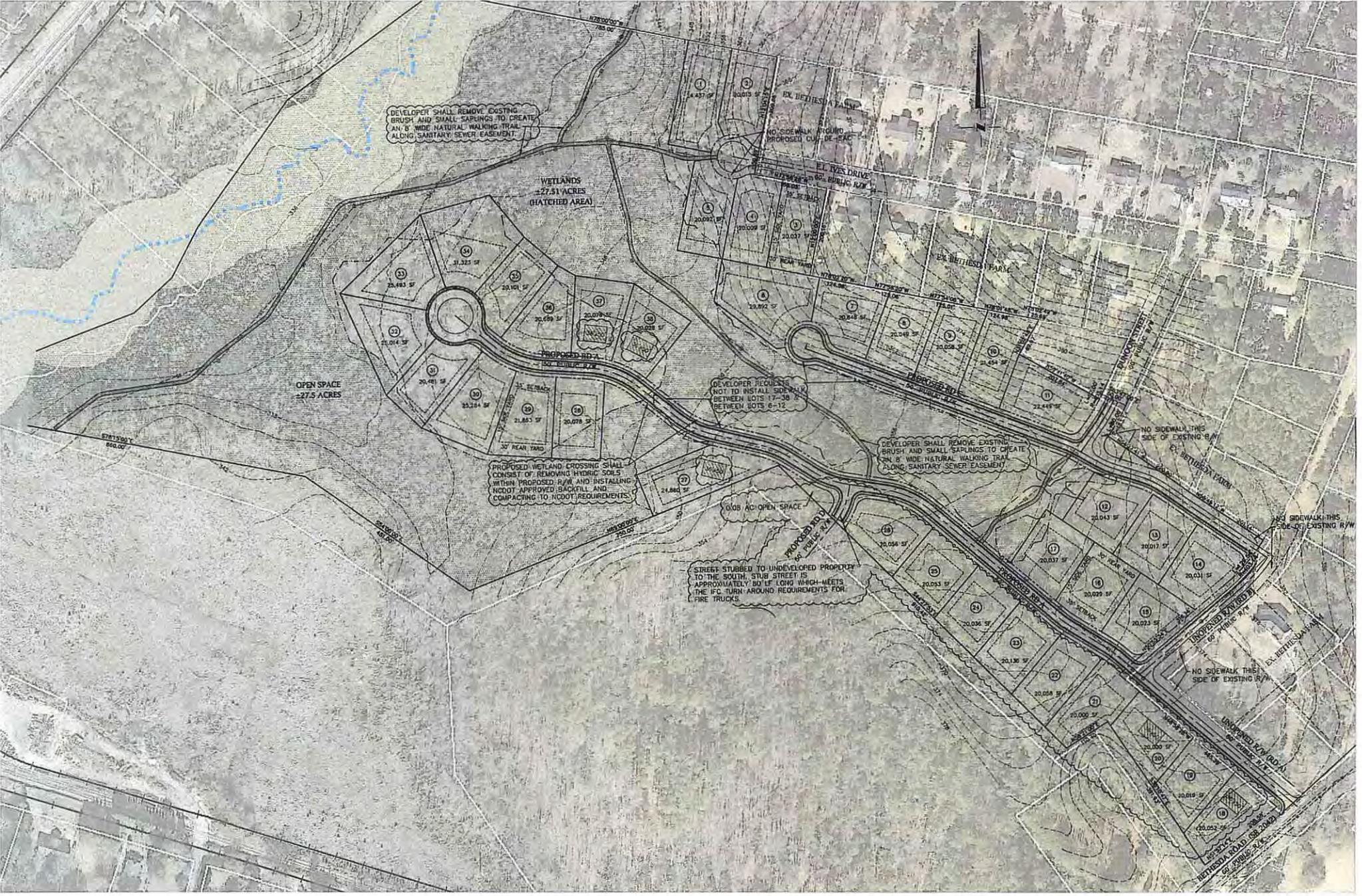
Stream 

500 Yr Floodplain 

100 Yr Floodplain 

Recommended Stream Buffer 

Existing Sewer 



DEVELOPER SHALL REMOVE EXISTING BRUSH AND SMALL SAPLINGS TO CREATE AN 8' WIDE NATURAL WALKING TRAIL ALONG SANITARY SEWER EASEMENT

WETLANDS  
-27.51 ACRES  
(HATCHED AREA)

OPEN SPACE  
-27.5 ACRES

PROPOSED WETLAND CROSSING SHALL CONSIST OF REMOVING HYDRIC SOILS WITHIN PROPOSED R/W, AND INSTALLING HICKORY APPROVED BACKFILL AND COMPACTING TO MODOT REQUIREMENTS.

DEVELOPER REQUESTS NOT TO INSTALL SIDEWALK BETWEEN LOTS 17-30 & BETWEEN LOTS 6-12

DEVELOPER SHALL REMOVE EXISTING BRUSH AND SMALL SAPLINGS TO CREATE AN 8' WIDE NATURAL WALKING TRAIL ALONG SANITARY SEWER EASEMENT

STREET STUBBED TO UNDEVELOPED PROPERTY TO THE SOUTH. STUB STREET IS APPROXIMATELY 80 FT LONG WHICH MEETS THE IFC TURN AROUND REQUIREMENTS FOR FIRE TRUCKS

NO SIDEWALK THIS SIDE OF EXISTING R/W

NO SIDEWALK THIS SIDE OF EXISTING R/W

NO SIDEWALK THIS SIDE OF EXISTING R/W

UNDEVELOPED LOTS (R/W) OF PUBLIC R/W

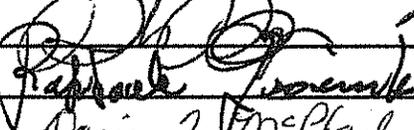
UNDEVELOPED LOTS (R/W) OF PUBLIC R/W



# PROTEST PETITION

We the undersigned request the Town Of Aberdeen to consider this petition as a formal protest against the conditional use permit #15-03 submitted by Bethesda Ives, LLC. This petition has been signed by the owners of twenty percent (20%) or more of those parcels located immediately adjacent to subject property as listed on the zoning application either in the rear or on either side, extending 100 feet, or of those directly opposite extending 100 feet from the street frontage of the opposite lots as required by NC Statute Section 160A-385.

Legal Property Owner

<u>Printed Name</u>	<u>Signature</u>	<u>Address</u>
JERRY CADDELL		702 IVES DR. ABERDEEN
Patricia Caddell	Patricia Caddell	702 IVES DR. ABERDEEN
Rodney Tyner	Rodney Tyner	501 Bethesda Rd Aberdeen
PAULINE H BETHRA	Pauline H. Bethra	608 EL Ives Dr Aberdeen
Julia Thomas	Julia Thomas	602 EL Ives Drive Aberdeen
THOMAS WHITAKER JR	Thomas Whitaker Jr	610 E.L. IVES DR. ABERDEEN
Dekora Dreyer		601 EL Ives Dr. Aberdeen
RAFFAELLE GRONDA	Raffaella Gronda	603 EL IVES DR. ABERDEEN
DORIS T McPhaul	Doris T. McPhaul	1475 Midland Rd. # 53 Southern Pines 283
Theresa T. Hall	Theresa T. Hall	149 McIntosh Rd. CARTHAGE, NC 283

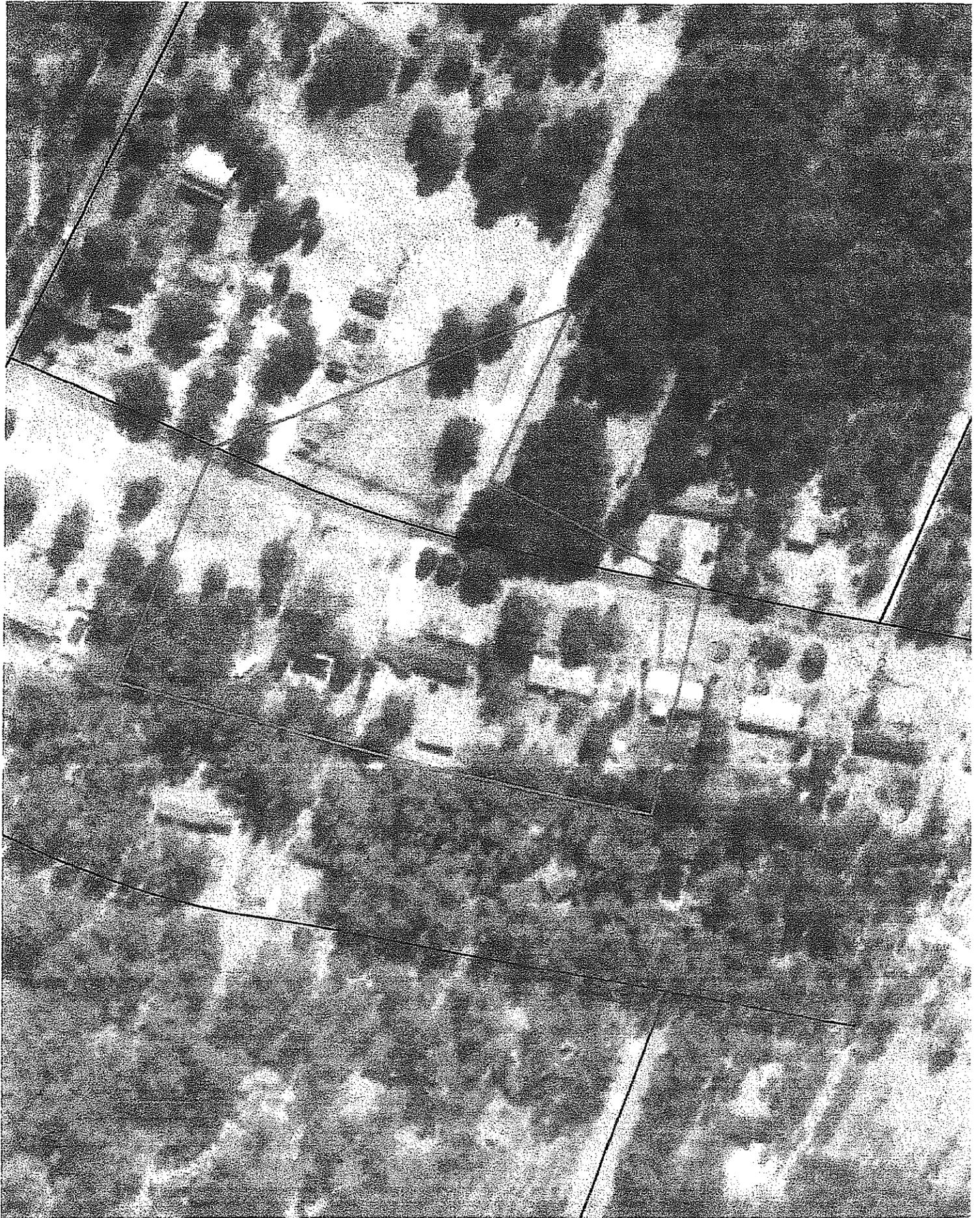
To: Pamela Graham  
Planning Director, Town Of Aberdeen

From: Jerry Caddell  
702 Ives Dr.  
Aberdeen, nc 28315

Date: 6/17/15

Re: Enclosed waterway, pipe flow, & runoff report

This report was prepared by Department of Agriculture Soil Conservation Service in 2003. The area that generates the water flow as well as the receiving land has not changed in configuration since then. Please review to see how this will impact the request for development in the Bethesda, Ives area.



DESIGN WORKSHEET  
for  
Pipe Flow Formula Solution

prepared for

Jerry Caddell

in

Moore County, North Carolina

Designer : JH  
Date : 08/04/03

Checker \_\_\_\_\_  
Date \_\_\_\_\_

\*\*\*\*\*

Mannings Coefficient (n) .....	0.015
Entrance Coefficient (Ke) .....	0.65
Diameter of pipe .....	15 inch.
Head on pipe .....	1.0 feet.
Length of pipe .....	20 feet.
Pipe Capacity .....	6.5 cfs
Velocity in pipe .....	5.3 ft/sec
Friction Coefficient (Kp) .....	0.0310
Max allowable fall in pipe when outlet is not submerged .....	0.3 ft.

prepared for

Jerry Caddell

in

Moore County, North Carolina

Designed by : JH  
Date : 08/04/03  
Job Number :

Checked by : \_\_\_\_\_  
Date : \_\_\_\_\_

---

Waterway

Reach	RET	Q cfs	Slope %	-Capacity-			-Stability-			Area ac
				TW-2 ft	D-2 ft	V-2 fps	TW-1 ft	D-1 ft	V-1 fps	
0+00 to 2+50	C/D	10	2.00	6.7	1.0	2.2	6.2	0.9	2.8	0.04

Total Waterway Area = 0.0 ac.





## 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:** Staff **Department:** Planning

**Contact Phone #** 4517 **Date Submitted:** 6/19/2015

**Agenda Item Title:** Amendment to Code of Ordinances Regarding Consumption of Alcoholic Beverages

**Date of Board Meeting to hear this item:** 6/22/2015

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

**Summary of Information:**

Text amendment to the Code of Ordinances regarding the consumption of malt beverages and fortified wine has been scheduled for public hearing at the request of the Board of Commissioners.

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

**AN ORDINANCE AMENDING THE ABERDEEN CODE OF ORDINANCES  
REGARDING SPECIAL EVENTS**

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

Section 1. Aberdeen Code of Ordinances title IX, Article II, "Special Events," is hereby amended as follows:

**Article II  
Special Events**

**§ 96.16                   Activities Covered.**

- (a) This article applies to all street fairs, festivals, athletic events, carnivals, parades, marches, rallies, or other similar activities or public events not intended in whole or in part to exercise freedom protection under the First Amendment of the United States Constitution, and/or that require the temporary closing or obstruction of a street, sidewalk, or other public right-of-way or any segment thereof or that otherwise substantially hinder or prevent the normal flow of vehicular or pedestrian traffic along any street or other public right-of-way. Any such activity covered by this article shall hereafter be referred to as a "special event."
  
- (b) This article shall not apply to:
  - (1) An activity occurring entirely on property owned by Moore County or another unit of government;
  - (2) Funeral processions;
  - (3) Student going to and from school or participating in an educational activity where such activity is under the immediate supervision and direction of proper school authorities; or
  - (4) A governmental agency acting within the scope of its function.
  
- (c) In addition to the requirements of this ordinance, all Special Events shall comply with the requirements and procedures detailed in the Aberdeen Parks and Recreation Department Outdoor Special Event Guide. In the event that the ordinance and guide conflict, this ordinance shall control.

**§ 96.17                   Permit Required.**

No person may run, operate, or sponsor any special event in any public street or right-of-way without a permit obtained from the ~~Board of Commissioners~~ Director of Parks and Recreation in accordance with this Article.

§ 96.18

- (a) A person seeking to obtain a special events permit shall file an application with the ~~Town Manager~~ Director of Parks and Recreation on a form provided by the ~~Manager Parks & Recreation Department~~ no less than ~~60~~ 30 days before the date the special event activity will commence, except that if the event requires the temporary closure of one or more streets, the application shall be filed no less than 60 days before the event date. The following information shall be contained in the application:
- (1) The name, address, and telephone number (~~and pager number, facsimile number,~~ and email address, if available) of the person seeking to conduct the special event, and the name, address, telephone number (~~and facsimile number~~ and email address, if available), of the organization with which the person is affiliated or on whose behalf the person is applying to conduct the special event (collectively "Applicant");
  - (2) The name, address, and telephone number (~~and pager number, facsimile number,~~ and email address, if available) for an individual who shall be designated as the "person in charge" or "responsible planner and on-site manager" of the special event;
  - (3) The request date, time, place, and route (from starting point to ending point) of the special event, including the location where and time when the special event will assemble and disband, and any requested sidewalk or street closings;
  - (4) The anticipated number of persons, vehicles, and things other elements that will constitute the special event (including the basis on which this estimate is made), and a description of the vehicles and things other elements that will be part of the special event;
  - (5) A list of the number and type of animals that will be a part of the special event, and their intended use;
  - (6) Any barrier or traffic control devices that will be erected; and the location of fire hydrants and electrical hook-ups, as well as the location of proposed concession stands, booths, platforms, benches, or bleacher, toilet facilities and garbage facilities;
  - (7) A description of the extent to which the special event will occupy all of a portion of any street or sidewalk;

- (8) A general description of the activities planned during the special event, including whether any alcoholic beverages will be sold or consumed, and a sketch map of where such beverages will be sold and consumed;
  - (9) A general description of any recording equipment and sound amplification equipment, along with a general description of the size and composition of any banners, signs, flags, or other attention-getting devices to be used in connection with the special event;
  - (10) Arrangements for additional police protection, and/or additional emergency medical services and/or liability insurance, if required under Section 96.16 and 96.24;
  - (11) The approximate number of anticipated spectators of the special event;
  - (12) Any additional information, attachments and submissions that are requested on the application form.
- (b) A special event permit issued under this article shall include the information set out in paragraph (a) of the Section, which information shall constitute conditions of the permit to the extent such information sets out the time, place, manner and conditions of the special event.
- (c) The sponsor of a special event that consists of a series of activities spread over more than one day shall be required to obtain only one permit, which will cover the entire duration of the special event. This subsection applies only to special event activities lasting four months or less.

**§ 96.19 Fees; Costs Incurred by the Town.**

- ~~(a) — At the time a permit application is submitted, the sponsor must pay a fee to cover the cost of advertising the public hearing provided for in Section 96.21. This fee is included in the fee schedule set by the Town Manager.~~
- ~~(a)(b)~~ Additionally, if the Town is required to provide additional police protection and/or additional emergency medical services or any other extraordinary services or equipment or if the ~~Town Manager~~ Chief of Police or Fire Chief otherwise determines that such additional police/emergency medical services or other extraordinary services or equipment should be provided for reasons related to public health or safety, the ~~Board of Commissioners~~ staff person making such determination shall take whatever action is necessary under the Local Government Budget and Fiscal Control Act to make available the necessary funds for the provisions of such services or equipment.

- ~~(c)(b)~~ The ~~Board of Commissioners~~ Chief of Police or Fire Chief may require the sponsor to ~~provide additional police/emergency medical services or to~~ pay the Town a fee sufficient to reimburse the Town for providing additional police/emergency medical services or for providing the costs of any extraordinary services or equipment provided by the Town.

**§ 96.20 Staff Review.**

Upon receipt of the permit application and applicable fees, the ~~Town Manager~~ Director of Parks and Recreation shall circulate it to all appropriate department heads of the Town for their comment. The ~~Town Manager~~ Director of Parks and Recreation may arrange to have a conference on the application with the sponsor and/or applicant and one or more of the department heads of the Town.

**§ 96.21 ~~Notice and Public Hearing.~~**

- ~~(a) Before issuing a permit, the Board of Commissioners shall hold a public hearing on the permit application. This hearing may be held at any regular or special meeting of the Board.~~
- ~~(b) Notice of the public hearing shall be given once a week for two successive calendar weeks in a newspaper having general circulation in the area. The notice shall be published for the first time not less than 10 days nor more than 25 days before the date fixed for the hearing. In computing such period, the day of publication is not to be included but the day of the hearing shall be included.~~

(Reserved.)

**§ 96.22 Standard for Issuance of Permit.**

- (a) The ~~Board of Commissioners~~ Director of Parks and Recreation shall issue the permit authorizing the request special event activity unless it finds that:
- (1) The conducts of the activity will require the assignment of so many police officers that the remainder of the Town cannot adequately be protected; or
  - (2) The activity will interfere with the movement of emergency vehicles to such an extent that adequate police, fire, or other emergency services cannot be adequately provided throughout the Town; or
  - (3) Allowing the activity to be held would constitute a clear and present danger to the public health or safety; or
  - (4) The activity, if held at the time or location proposed, will cause an unreasonable and unwarranted disruption to vehicular or pedestrian traffic; or

- (5) The activity will work a severe hardship on property owners or property occupants near the special event location as a result of the denial of access to their properties or for other substantial reasons; or
  - (6) The person in charge and/or the sponsor of the activity has failed to obtain or does not intend to obtain any and all necessary permits or licenses, including but not limited to building permits, ~~privilege licenses~~, and alcohol permit, or the application is otherwise in violation of any provisions of the Aberdeen Code of Ordinances or other applicable law; or
  - (7) If permitted, the activity will conflict with any other activity previously permitted under this chapter by covering any part of substantially the same area or route during substantially the same time frame as allotted to the previously permitted activity.
- (b) The ~~Board of Commissioners~~ Director of Parks and Recreation may attach any reasonable conditions to the issuance of a permit; and any special event conducted pursuant to a permit issued under this Article shall be conducted strictly in accordance with the terms of the permit, including any conditions attached to the permit.

**§ 96.23 Modification; Alternate Permit.**

- (a) If the ~~Board of Commissioners~~ Director of Parks and Recreation finds that it cannot issue the permit for any reason specified in section 96.22 of this Article, it may request that the applicant modify its application to remove said objection(s) to the issuance of the permit, and the applicant may do so without further notice ~~or hearing~~.
- (c) If the ~~Board of Commissioners~~ Director of Parks and Recreation finds that it cannot issue the permit for any reason specified in section 96.22 of Article and if modification of the permit does not appear possible, the ~~Board~~ Director may, in ~~its~~ his or her discretion, issue a permit specifying an alternative location, route or time for special event activity.

**§ 96.24 Insurance.**

The ~~Board of Commissioners~~ Director of Parks and Recreation may require as a condition to the issuance of a permit that the sponsor obtain a comprehensive general liability insurance policy or comparable liability insurance coverage that includes the entire area or route of the special event activity. If such policy is required, the Town shall be named as an additional insured on the policy. The limits of such policy shall not be less than the following, and the ~~Board~~ Director may require higher limits of ~~it~~ he or she finds that the risks associated with the activity warrant such higher limits:

<del>Property Damage</del>	<del>\$50,000 for each occurrence.</del>
<del>Bodily Injury or Death</del>	<del>\$100,000 for each person, \$300,000 for each occurrence.</del>
<u>Personal Injury</u>	<u>\$500,000 for each person</u>
<u>Personal Injury for Aggregate Liability</u>	<u>\$1,000,000</u>
<u>Property Damage</u>	<u>\$500,000 for each occurrence</u>

**§ 96.25 Town Indemnified.**

Any sponsor obtaining a permit pursuant to this article agrees as a condition of the permit to indemnify the Town and hold the Town harmless from any expenses, including but not limited to attorney's fees, litigation costs and judgments, incurred as a result of claims made for damages arising out of the permitted activity.

**§ 96.26 Street Closings.**

- (a) ~~If the Board of Commissioners finds that the permit should be issued and that to conduct the special event activity it is necessary to close a street to reroute traffic, it may pass a resolution authorizing this to be done. The Board of Commissioners may authorize the temporary closure of a street for a Special Event.~~ No such resolution shall be passed affecting streets that are part of the State Highway System without the approval of the North Carolina Department of Transportation.
- (b) A resolution passed pursuant to subsection (a) shall identify the street or portion thereof and shall indicate the date and time when the street or portion thereof is to be closed or access is to be limited in some way. The resolution shall also direct the Town ~~Manager~~ staff to have appropriate traffic control devices installed to give notice of the temporary traffic restrictions.
- (c) No person may operate any vehicle contrary to the traffic control devices installed in accordance with this section.
- (d) At least seven (7) days prior to the start of any special event activity, the ~~Town Manager~~ Director of Parks and Recreation shall cause written notice to be provided to the occupants, or if they are unavailable the owners, of each property abutting the street(s) to be closed pursuant to a resolution passed under this section. For activities that are scheduled to occur less than seven (7) days after the permit application has been submitted, the ~~Town Manager~~ Director need only provide such notice as is reasonably possible.

**§ 96.27 Person in Charge/Responsible Planner and On-Site Manager.**

- (a) The person in charge shall be the person primarily responsible for complying with the requirements of this Article; for obtaining all required permits and/or approvals prior to the start of the special event activity, and for setting up, conducting and cleaning up after the activity.

- (b) The person in charge shall have the permit issued pursuant to this article, as well as any other required permits or approvals necessary for the activity, available at all times for inspection by Town staff during the special events activity.
- (c) The person in charge shall be responsible for cleaning up any litter caused by the special event activity; removing any temporary signs or structures erected by the sponsor of other individuals or organizations participating in the activity; and in returning the area where the activity takes place to the condition that existed prior to the activity.

**§ 96.28 Special Events Involving the Sale and Consumption of Alcoholic Beverages.**

- (a) For any special event where alcoholic beverages will be sold and consumed, the person in charge of the event shall ensure that an area within the special event area is designated for the sale and consumption of alcoholic beverages. The perimeters of the area shall be clearly marked, and entrance to the area shall be constructed so as to allow ready control of patrons, including the viewing of identification to ~~prevent underage persons from being permitted in to the area~~ issue wristbands to those persons 21 years of age or older.
- (b) Any area designated for the sale and consumption of alcoholic beverages as a part of a special event shall be located at least 150-50 feet from any church, mosque, synagogue or other place of worship, or as required by the NC Alcoholic Beverage Control Commission regulations.
- (c) No alcoholic beverages may be sold or consumed as a part of a special event outside of the designated area for such sale or consumption.
- (d) Prior to the beginning of the special event, the person in charge shall ensure that all necessary state or other permits relating to the sale and consumption of alcoholic beverages have been secured. ~~Copies of such permits shall be provided to the Director of Parks and Recreation.~~
- (e) Nothing in this article shall prevent the ~~Board of Commissioners~~ Chief of Police, Fire Chief, or their designee(s) from prohibiting the sale and /or consumption of alcoholic beverages at any special event if ~~the Board~~ he or she determines that such sale or consumption is not in the best interest of the health, safety, and welfare of the Town.

**§ 96.29 Prohibitions.**

The following prohibitions shall apply to all special events:

- (a) It shall be unlawful for any person to stage, present, or conduct any special event without first having obtained a permit under this Article.

- (b) It shall be unlawful for any person to participate in a special event for which the person knows a permit has not been granted.
- (c) It shall be unlawful for any participant in a special event to knowingly fail to comply with any conditions of the special events permit.
- (d) It shall be unlawful to assign or sell any special event permit granted under this Article.
- (e) All participants in any special event shall be subject to all other applicable local, state and federal laws.

**§ 96.30 Public Conduct During Special Events.**

- (a) No person shall unreasonably hamper, obstruct, impede, or interfere with any person, vehicle, animal, or thing participating or used in any special event.
- (b) The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a street constituting a part of the route of a special event. The Chief of Police shall post signs to that effect, and shall be unlawful for any person to park or leave unattended any vehicle in violation of such signs.

**§ 96.31 Revocation of Permit.**

- (a) The ~~Board of Commissioners, the Town Manager~~ Director of Parks and Recreation, or the Chief of Police shall have the authority to revoke a special permit upon a violation of any conditions of the permit or when a public emergency arises where the police resources required for that emergency are so great that deployment of police services for the special event would have an immediate and adverse effect upon the health or safety of persons or property.
- (b) After a permit is revoked under paragraph (a) this Section, the Chief of Police shall notify the applicant of the reasons for the revocation in writing by mailing a copy of the revocation to the applicant by registered or certified mail, return receipt requested, which mailing shall be posted no later than the first business day after the revocation.

**§ 96.32 Penalties.**

A violation of any section or subsection of this article shall be subject to a civil penalty of \$500.00 to be recovered in the nature of a debt or by a misdemeanor punishable by up to a \$500.00 fine as provided in Section 14-4 of the N.C. General Statutes.

**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 June, 2015.

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent or Excused: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Robert A. Farrell, Mayor

Attest:

\_\_\_\_\_  
Regina M. Rosy, Town Clerk

**AN ORDINANCE AMENDING THE ABERDEEN CODE OF ORDINANCES  
REGARDING CONSUMPTION OF ALCOHOLIC BEVERAGES**

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

Section 1. Aberdeen Code of Ordinances Section 111.01, "Consumption on Public Property Prohibited," is hereby amended as follows:

**§ 111.01, "Consumption on Public Property Prohibited,"**

It shall be unlawful for any person to drink or consume beer, wine or other intoxicating beverage on any public street, alley, sidewalk, park ~~(with the exception of the Aberdeen Lake Recreation Station)~~ or any other public property within the corporate limits of the town whether in a vehicle or on foot, except during an event at the Aberdeen Lake Recreation Station or as part of a special event, as that term is defined in section 96.16. Events held at the Aberdeen Lake Recreation Station shall be held in accordance with the rules and policies established by the town. Special events permits shall be issued in accordance with sections 96.16 through 96.31. Alcoholic beverages may be consumed at the Aberdeen Lake Recreation Station during special events upon demonstration of receipt of an ABC permit from the North Carolina Alcoholic Beverage Control Commission. The area of consumption is limited to the inside of the recreation building only. Security is required on site for the duration of the event.

**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 June, 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:** Daniel Martin **Department:** Planning

**Contact Phone #** 910.944.4506 **Date Submitted:** 6/15/15

**Agenda Item Title:** Local Incentive Agreement with Reliance Packaging | Public Hearing

<b>Work Session - Board Action (date of meeting should be filled in on line) :</b>	
Information Only _____	
Public Hearing _____	
Approval at work session – immediate action _____	
<b>Regular Board Meeting – Board Action (date of meeting should be filled in on line):</b>	
New Business _____	Information Only _____
Old Business _____	Consent Agenda _____
Public Hearing <input checked="" type="checkbox"/> _____	Informal Discussion & Public Comment _____
Other Business _____	

**Summary of Information:**

The purpose of this item is to conduct a mandatory public hearing related to the local incentive agreement with Reliance Packaging, LLC.

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

**STATE OF NORTH CAROLINA  
COUNTY OF MOORE  
TOWN OF ABERDEEN**

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the "Agreement"), by and between RELIANCE PACKAGING LLC (the "Company"), a Florida limited liability company doing business at 155 Anderson Street in Aberdeen, North Carolina, ALPHA INDUSTRIES, INC. a new Jersey Corporation, the Guarantor and The TOWN OF ABERDEEN, a municipal corporation in the County of Moore in the State of North Carolina (the "Town").

**WITNESSETH**

**WHEREAS**, the Town has a public purpose of promoting economic development; and

**WHEREAS**, the Town finds that in order to stimulate the local economy and promote business, it is necessary and desirable to aid in the location and expansion of new industries within the Town; and

**WHEREAS**, the Town finds that the location of the Company in the Town will increase the Town's tax base and result in a substantial number of new jobs in the Town that pay at or above Moore County's average wage; and

**WHEREAS**, pursuant to North Carolina General Statutes §§ 160A-20.1, 158-7.1 and 158-7.2, the Town desires to enter into an agreement with the Company for the Company's creation of new jobs and capital investment in the Town; and

**WHEREAS**, the Town finds that the consideration the Town will receive, based on the Company expanding within the Town and the prospective increase in tax revenues and income coming to the Town over the next five (5) years, will be equal to or greater than the appropriation from the Town; and

**WHEREAS**, the Company expects to employ a minimum of forty-eight (48) new full-time workers and invest in real and personal property having a tax value of at least \$3.5 million over the next five (5) years at the Facility; and

**WHEREAS**, the Guarantor has agreed to guarantee the performance and obligations of the Company hereunder, and its guaranty is made for the benefit of the Town and to induce the Town to enter into this Agreement, in consideration of the benefits provided to the Company and to the Guarantor.

**NOW, THEREFORE**, for valuable consideration and mutual covenants exchanged between the parties hereto, it is agreed as follows:

1. Over the next five (5) years, the Town agrees to the Company an incentive grant[s] (the "Grants") of up to the total amount of \$24,997 in return for the Company's capital investment of 3.5 million dollars (\$3,500,000) and the creation of a minimum of

forty-eight (48) new full-time jobs that provide benefits and have an average wage that meets or exceeds Moore County's average wage standard, as determined annually by the North Carolina Department of Commerce, at the Facility.

- a) 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.
- b) Employee benefits means the Company will provide a minimum of at least 50% employer-paid health insurance for all full-time positions.

2. Grant payments from the Town to the Company shall be based on (i) the capital investment level by the Company as determined by the appraised tax value of property each year and (ii) the creation of new jobs, as well as (iii) the Town's applicable ad valorem tax rate each year. The payments, the total of which shall not be greater than \$24,997. The Company may elect the initial year in which the Grants identified in this Paragraph are paid provided that the initial grant year shall commence no later than twelve (12) months after the qualifying equipment or construction has been completed or the equipment is fully-operational and the new employees are hired and working full-time. The Company shall so notify the Town writing and provide the information required in paragraph 4 below.

If the Company makes the investments according to the schedule attached at Exhibit A as a guideline, then the Grant payments shall be:

- a) A Grant equal to ninety percent (90%) of the increase in ad valorem Town taxes from 2013 to 2014 fully paid by the Company.
- b) A Grant equal to eighty percent (80%) of the increase in ad valorem Town taxes from 2013 to 2015 fully paid by the Company.
- c) A Grant equal to seventy-five percent (75%) of the increase in ad valorem Town taxes from 2013 to 2016 fully paid by the Company.
- d) A Grant equal to seventy-five percent (75%) of the increase in ad valorem Town taxes from 2013 to 2017 fully paid by the Company.
- e) A Grant equal to sixty percent (60%) of the increase in ad valorem Town taxes fully paid by the Company.

3. The Company agrees to maintain operations at the Facility for at least 150% of the term of the tax grant, estimated to be seven years and six months. If the Company fails to remain in the Facility for the required term, the claw-back provision as outlined in this Paragraph below will recapture all or part of the grant funds. If Company fails to fulfill any of its obligations under this Agreement, then in that event, the Town may hold the Company in default and, in addition to any and all other remedies the Town may have at law or in equity, may do any or all of the following: (a) terminate this Agreement and make no further payments to Company; (b) recover any and all payments made to the Company; and (c) recover all expenses incurred by the Town due to the default including reasonable attorney's fees. If Company is not current on all taxes, fees, assessments or other amounts owed to the City by Company related to the Project at the time an EDI Grant is to be paid, the City may set off from any EDI Grant any amount(s) so owed by Company to City; and (d) the City is not required to make any EDI Grants to Company at any time after any

public announcement by Company of its plan to cease utilization and/or marketing the Facility; and (e) the provisions of this Section III survive the termination of this Agreement.

4. After Company has completed the annual expansion and hiring, Company must submit the following documentation the Town's Finance Director to begin the Grants:

- A. Moore County Tax Assessors listing of tax value for the property; and
- B. a written request for incentive payment designating the year for which incentives are requested; and
- C. proof of payment of taxes due to the Town of Concord for each year for which incentives are requested; and
- D. Employment targets will be verified through the information supplied by the Company to the NC Department of Commerce, Division of Employment Security; Company will supply a copy of each month's NCUI101 form to the Town with the annual request for payment; and
- E. Company must make a separate request for each of the five contemplated Grant payments and shall update the required documentation annually for each year in which incentives are requested.
- F. Company shall promptly provide any and all such additional information evidencing compliance with this Agreement as the Town may request; and
- G. EDI Grant requests shall be based on one Tax Year only and EDI Grant payments shall not be processed or paid more than once per fiscal year. In the event more than one payment is requested in a fiscal year, the first payment request received shall be processed and paid and the subsequent request shall be processed and paid in the following fiscal year; and
- H. Both parties agree that calculation of the incentives is based solely on the valuation of the Company's property by the Moore County Tax Assessor. The real property valuations made by the County Tax Assessor are deemed by both parties to be the conclusive and final determination of the investments made by the Company; provided, that the Company does not waive any rights it may have to dispute any assessment; and
- I. If the Assessed Value of the Project (or any part of it) is disputed by the Company, its agents, employees or lawyers, and as a result of such dispute, the Company withholds any part of payment of its *ad valorem* taxes to the Town, then the Town shall make the Grant payment as calculated only on the undisputed amount of the Assessed Value and increased number of jobs. Should the value be determined by a tribunal of proper jurisdiction or otherwise resolved, and the Company gives written notice to the Town that the dispute of valuation is resolved within the Payment Term, then the Town will make the payment on the amount so resolved upon the request of the Company and such documentation of the resolution as the Town may require.. The Company shall notify the Town in writing of any appeal it makes to the Moore County Board of Equalization and Review and/or the N.C.

Property Tax Commission. Failure to notify the Town of any appeals is a default under this Agreement; and

- J. In no case shall the Town make any Grant payment(s) for any year and any subsequent year during which the Company ceases to operate in the Town; and
- K. If Company is not current on all taxes, fees, assessments or other amounts owed to the Town by Company related to the Project at the time an EDI Grant is to be paid, the Town may set off from any EDI Grant any amount(s) so owed by Company to Town.

5. *Indemnification and Limitations:* Company will indemnify and hold harmless the Town, and its officers and employees (the "Indemnified Parties"), for damages imposed upon them by a court of final determination based on any claims of third parties arising out of any act or omission of the Company in the performance required of it by this Agreement, provided, however, that such indemnification shall not apply to third party claims arising out of or relating to an intentional or negligent act or omission of the Town. The Town agrees that none of the foregoing shall be construed to release the Town from the obligations it has undertaken elsewhere in this Agreement, in connection with the Grants or otherwise. Except as otherwise set forth herein, each Indemnified Party and the Company agrees to pay its own costs incurred in connection herewith, including all costs incurred in connection with the preparation of this Agreement.

COMPANY SHALL NOT BE LIABLE TO THE TOWN UNDER ANY CIRCUMSTANCES FOR ANY CLAIMS ARISING OUT OF ANY ACT OR OMISSION OF THE COMPANY IN THE PERFORMANCE REQUIRED OF IT BY THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

6. *Disclaimer of Warranties:* Company acknowledges that the Town has not designed the Facility, that the Town has not supplied any plans or specifications with respect thereto and that the Town: (a) is not a manufacturer of, or dealer in, any of the component parts of the Facility or similar Facility, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to the Facility or any component part thereof or any property or rights relating thereto or (ii) any action taken or to be taken with respect to the Facility or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, (c) has not at any time had physical possession of the Facility or any component part thereof, and (d) has not made any warranty or other representation, express or implied, that the Facility or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which Company intends therefor, or (iii) is safe in any manner or respect.

The Town makes no express or implied warranty or representation of any kind whatsoever with respect to the Facility or any component part thereof, including but not

limited to any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any particular purpose, and further including the design or condition thereof, the safety, workmanship, quality, or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Facility's ability to perform any function; or any other characteristic of the Facility; it being agreed that as between the Town and Company, Company is to bear all risks relating to the Facility, the completion thereof or the transactions contemplated hereby and Company hereby waives the benefits of any and all implied warranties and representation of the Town.

The provision of this paragraph 6 shall survive the Agreement's termination.

*7. Termination of Agreement:* This Agreement shall terminate after the Town has made the last of the Grant payments required by this Agreement, or in no case later than ten years from the Agreement Date. After such termination, this Agreement will be null and void, and the parties to this Agreement will have no further obligations from one to the other thereafter, except as specifically noted in this Agreement.

*8. Assignments:* The Company shall not assign this Agreement or any portion thereof without the written consent of the Town which will not be unreasonably withheld, nor shall the Company assign any funds due or to become due to it hereunder without the prior written consent of the Town; provided, however, the Company shall be permitted without obtaining the Town's consent to assign this Agreement or any portion thereof, or any funds due or to become due to it hereunder, to any direct or indirect wholly-owned subsidiary or other related party of the Company or to any company that is the successor by merger, asset purchase or otherwise to all or substantially all of its business, or to any person or entity that acquires the Project (and any such party shall assume all obligations of the Company under this Agreement), provided that Town Accountant is notified in writing of such assignment within thirty days. However, in the event of such assignment, the Company will still remain ultimately responsible and liable for the performance of the Company's obligations hereunder.

*9. Representations:* The Company represents as of the date of this Agreement as follows:

A. The Company (i) is a Florida limited liability company duly organized and validly existing under the laws of its state of organization; (ii) is duly qualified to transact business and is in good standing in North Carolina; (iii) is not in violation of any provision of its organizational documents; (iv) has full power to own its properties and conduct its business; (v) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (vi) by proper action has duly authorized the execution and delivery of this Agreement; and (vii) is not in default under any provision of this Agreement.

B. The Company's execution and delivery of this Agreement neither conflicts with, nor will result in, a breach or default under its organizational documents; nor, to the best of its knowledge, will its execution and delivery conflict with, or result in, a breach or default under the terms, conditions, or provisions of any statute, order, rule, regulation, agreement, or instrument to which the Company is a party

or by which it is bound; nor will its execution and delivery result in the imposition of any lien on its property.

C. The Company has duly authorized, executed, and delivered this Agreement, and to the Company's knowledge, this Agreement constitutes its legal, valid, and binding obligations, enforceable in accordance with its terms.

D. To the Company's knowledge, there is no litigation or proceeding pending or, to its knowledge, threatened against the Company, which would adversely affect the validity of this Agreement.

The Town represents as of the date of this Agreement as follows:

- A. To the best of the Town's knowledge at the time of execution of this Agreement, no officer or official of the Town has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.
- B. With respect to this Agreement, Town has complied fully with all requirements of N.C. General Statute 158-7.1, with the Town's ability and knowledge.
- C. The Town shall make every effort to include the amounts of the grant payments in the Town's annual budget ordinance.

**NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE TOWN WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE TOWN WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLGATE THE TOWN TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE TOWN FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN FORCE. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE TOWN'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE TOWN GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ARTICLE AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS ARTICLE TAKES PRIORITY.**

10. *Guaranty:* 10.1 The Guarantor represents and warrants, as of the date hereof, and as of the date of any disbursement of grant funds, that (a) both the

Company and Guarantor are duly organized, validly existing and in good standing under the laws of the States Florida and New Jersey, respectively, with power adequate for carrying out their businesses; (b) the execution, performance and delivery of this Agreement are within the Company's and Guarantor's power and authority and the Company and Guarantor have duly authorized, executed and delivered this Agreement; and (c) this Agreement is signed by an authorized representative of each of the Company and Guarantor, and is a legally and validly binding obligation of the Company and Guarantor, enforceable against them according to its terms, except as may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights; and (d) it has taken or will take all actions reasonably necessary to carry out and give effect to the transactions contemplated by this Agreement; and (e) all written statements, representations, and warranties made by or on behalf of Company to the Town in connection with this Agreement and Grants are true, accurate and complete in all material respects, to its best knowledge and belief, and the Company is eligible for these Grants; and (f) the Company and Guarantor are financially solvent and not subject to any bankruptcy proceedings; and have no interest, and shall not acquire any interest, direct or indirect, which would conflict with the performance of their obligations under this Agreement; and (g) the making and performing of this Guaranty will not violate any provision of or result in the acceleration of any obligation under any instrument of agreement, order, judgement or decree to which the Guarantor is a party or by which it or any of its property is bound. There are no conditions precedent to the effectiveness of this Guaranty that have not been satisfied or waived.

10.2 In order to induce the Town to enter this Agreement, and the Town to enter the Local Government Grant Agreement The One North Carolina Fund, Grant No. 2014-16038 (the "LGGA"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor unconditionally and irrevocably guarantees, as primary obligor and not as surety, the full, prompt, and punctual performance by the Company of all of the Company's obligations, agreements and covenants under and with respect to this Agreement. The Guarantor unconditionally guarantees, the prompt payment (and not merely the collection) of all amounts that may now or in the future be owing to the N.C. Department of Commerce, or the State, or the Town under this Agreement and the LGGA, or any extension or renewal thereof however and whenever made, and shall be liable for any remedies or recoveries (including the cost of attorney fees incurred in enforcing this Agreement and the LGGA) available to the Town under or with respect to this Agreement. The liability of the Guarantor shall be primary, joint and several.

10.3 This Guaranty shall operate as a continuing and absolute guaranty and shall remain in full force and effect without regard to, and shall not be affected or impaired by, any amendment of the Agreement, any sale or transfer of all or any part of the Guarantor's ownership interest in the Company, any voluntary or involuntary liquidation, dissolution, merger, sale of assets, insolvency, reorganization, bankruptcy or filing for bankruptcy of the Company or the Guarantor or any subsidiary, any rescission of a payment made hereunder, or any extension of time or other forbearance, compromise, adjustment, modification or indulgence granted to the Company by Town. The Guaranty shall remain in full force and effect until termination of the Agreement; provided,

however, that the Guarantor shall not be released from its obligation hereunder so long as there is any claim of the Town against the Company, which claim arises out of, or related to, directly, or indirectly, this Agreement, that is not settled or discharged in full.

10.4 The Town may exercise its rights against the Guarantor without first having to take action or exhaust remedies against the Company. The Guarantor expressly waives notice of non-performance, in any respect, by Company of any of its duties and obligations. The Guarantor unconditionally waives any defense available to it, including all suretyship defenses or defenses in the nature thereof; all requirements of notice, demand, presentment or protest in case of any default by the Company, as well as rights of set-off, redemption, and counterclaim which may be alleged to exist in favor of the Company.

10.5 This Guaranty shall inure to the benefit of the Town and its respective successor and assigns, and shall be binding on the Guarantor, and its successors and assigns, and shall not be discharged or affected by the death of any party.

11. *Miscellaneous:*

- A. **Definitions.** All terms used in this Agreement and not otherwise defined will have their commonly accepted dictionary meanings.
- B. **Governing Law.** The parties intend that the law of the State of North Carolina will govern this Agreement.
- C. **Notices.**
  - (1) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.
  - (2) Any communication under this Agreement shall be sufficiently given and deemed given when delivered electronically, by hand, by private delivery service or by US Postal Service, first-class certified mail, postage prepaid, and addressed as follows:

Satish Sharma  
Reliance Packaging LLC  
155 Anderson Street  
Aberdeen, NC 28315  
ssharma@reliancepkg.com

If to the Guarantor: Andrew Teo  
C/O Flexsol Packaging  
1531 NW 12<sup>th</sup> Ave.  
Pompano Beach, FL 33069  
andrew.teo@sigmaplastics.com

If to the Town: Town Manager  
Town of Aberdeen  
115 N. Poplar St.  
Aberdeen, NC, 28315

P. O. Box 785  
Aberdeen, NC 28315

bzell@townofaberdeen.net

With a required copy to: T.C. Morphis, Jr., Town Attorney  
The Brough Law Firm  
1829 E. Franklin Street, Suite 800A  
Chapel Hill, NC 27514

morphis@broughlawfirm.com

Requests for EDI Grants to: Beth Wentland, Finance Director  
Town of Aberdeen  
115 N. Poplar St.  
Aberdeen, NC, 28315

P. O. Box 785  
Aberdeen, NC 28315

Bwentland@townofaberdeen.net

Any addressee may designate additional or different addresses for communications by notice given under this Section to each other.

- D. **Non-Business Days.** If the date for making any payment or performing any act or exercising any right is not a Business Day, such payment must be made or act performed or right exercised on or before the next Business Day. A Business Day shall be any day Monday through Friday excluding any day which is a legal holiday and the United States Post Office is closed for transactions.
- E. **Entire Agreement: Amendments.** This Agreement, including any Exhibits attached, which is incorporated herein and made a part hereof constitute the entire contract between the parties. This Agreement may not be changed except in writing signed by all parties.
- F. **Binding Effect.** This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. There are no other agreements or other conditions precedent to the binding

nature of the respective obligations of the Town under Paragraphs 1 4, other than the performance by Company of its obligations under this Agreement.

- G. **Time.** Time is of the essence in this Agreement and each and all of its provisions.
- H. **Liability of Officers and Agents.** No officer, agent, or employee of the Town or Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.
- I. **Counterparts.** This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.
- J. **Provide W-9 To Town.** Company shall provide a completed W-9 form to the Town upon execution of this Agreement.
- K. **Dissolution of Company.** If the Company's legal entity is dissolved or suspended and the Company does not notify the Town of such dissolution in ten calendar days and/or the entity status is not reinstated in thirty business days, this Agreement, at the sole option of the Town, shall be declared null and void or the Company shall execute a new Agreement showing the Company's correct legal entity.
- L. **Notice of Potential Disclosure of Confidential Company Information.** The Company acknowledges that it has been informed by the Town that the Town is required by North Carolina law to disclose "Public Records" as the term is defined by North Carolina General Statutes § 132-1, upon request. All information disclosed to the Town by the Company which is subject to that definition and whose disclosure is not otherwise protected by law will be released by the Town upon request as provided by North Carolina General Statutes § 132-6. The Town may withhold from disclosure confidential records as defined by North Carolina General Statutes § 132-1.2. The Company acknowledges that it has read and is familiar with the Town's obligations of public disclosure of documents and the definitions of confidential documents as contained in Chapter 132 of the North Carolina General Statutes. In order to prevent the disclosure of the confidentiality of information identified by the Company as a trade secret or as "confidential" pursuant to North Carolina General Statute § 132.1.2 the Town shall, if it receives a request for disclosure of such information, notify the Company of such request so that the Company may defend any claims or disputes arising from efforts of others to cause such

trade secrets to be disclosed as a public record. The Company acknowledges that this disclosure of the Town's public records requirements is given pursuant to North Carolina General Statutes § 132-1.8(b) and agrees that such disclosure is full and sufficient to the satisfaction of the Company. Both parties agree that this Section will survive the termination of the Agreement.

- M. **Force Majeure.** Any delay in the performance of any of the duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trade; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.
- N. **Severability.** If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.
- O. **Audit Right.** The Town reserves the right to require a certified audit at the Town's expense or may perform the audit through the use of its staff pertaining to the Company's compliance with the capital investment condition described in this Agreement during normal business hours and upon reasonable prior notice.
- P. **Incorporation of Company Performance Agreement, The One North Carolina Fund between Reliance Packaging, LLC, Alpha Industries, Inc. and the Town of Aberdeen.** The Agreement entitled "Incorporation of Company Performance Agreement, The One North Carolina Fund between Reliance Packaging, LLC, Alpha Industries, Inc. and the Town of Aberdeen, effective the 6<sup>th</sup> day of April 2015" is incorporated into this Agreement by reference as if it was reproduced in its entirety herein.

**Effective Date of This Agreement**. The effective date of this Agreement shall be the date that the agreement is executed by all signatories.

IN WITNESS WHEREOF, the parties here to have made and executed this Agreement as of the day and year first above written.

RELIANCE PACKAGING LLC

By:   
Satish Sharma, President/Member

Date: 5-13-15

(SEAL)

ALPHA INDUSTRIES, INC.  
(GUARANTOR)

By: 

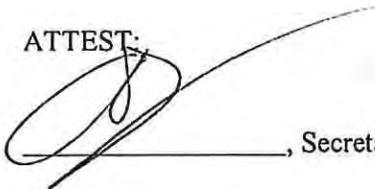
Name: Mark Teo

Title COO

Authorized Corporate Officer

Date 5/20/15

ATTEST:

  
\_\_\_\_\_, Secretary

NORTH CAROLINA

Richmond COUNTY

I, Amy Fulp, Notary Public for said County and State, do hereby certify that Satish Sharma (the "principal") personally came before me this day and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged that he is President/Member of Reliance Packaging, LLC, a Florida limited liability corporation, and that voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

Witness my hand and official seal, this the 13<sup>th</sup> day of May, 2015.



Amy Fulp  
\_\_\_\_\_  
(Official Seal)

Notary Public

My commission expires: My Commission Expires 5-23-2018

Florida  
Broward COUNTY

I, Carla Fordman, Notary Public for said County and State, do hereby certify that Mark Tec personally came before me this day and acknowledged that he is COO of ALPHA INDUSTRIES, INC., a New Jersey corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its COO, sealed with its corporate seal, and attested by himself as its COO.

Witness my hand and official seal, this the 20<sup>th</sup> day of May, 2015

Carla Fordman  
\_\_\_\_\_  
(Official Seal)

Notary Public

My commission expires: July 08, 2016



TOWN OF ABERDEEN

By: \_\_\_\_\_  
Robert Farrell, Mayor

Date: \_\_\_\_\_

ATTEST BY:

\_\_\_\_\_  
Regina Rosy, Town Clerk

SEAL

APPROVAL BY TOWN FINANCE OFFICER

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

\_\_\_\_\_  
Beth Wentland, Finance Officer

**EXHIBIT A**

**Estimated Aberdeen Economic Development Grant - approved 11/17/14**

**2014 Tax Rates per \$100 Valuation**

Moore County = \$.465  
 Advanced Life Support/EMS = \$.02  
 Town of Aberdeen = \$.43  
 Aberdeen Fire District = \$.092

**Total Tax Rate = \$1.007**

	Per Project Summary Form 9/24/14					5-Year Total
	2014	2015	2016	2017	2018	2014-2018
<b>\$ Investment</b>						
Building & Land	\$0	\$0	\$600,000	\$0	\$0	\$600,000
Machinery & Equipment	\$160,000	\$150,000	\$300,000	\$2,000,000	\$290,000	\$2,900,000
<b>Total Investment</b>	<b>\$160,000</b>	<b>\$150,000</b>	<b>\$900,000</b>	<b>\$2,000,000</b>	<b>\$290,000</b>	<b>\$3,500,000</b>
<b>Cumulative Tax Value of Investments</b>	<b>\$160,000</b>	<b>\$310,000</b>	<b>\$1,210,000</b>	<b>\$3,210,000</b>	<b>\$3,500,000</b>	<b>\$3,500,000</b>
<b>Property Taxes Paid</b>						
Advanced Life Support / EMS (\$.02)	\$32	\$62	\$242	\$642	\$700	\$1,678
Aberdeen Fire District (\$.092)	\$147	\$285	\$1,113	\$2,953	\$3,220	\$7,719
Moore County (\$.465)	\$744	\$1,442	\$5,627	\$14,927	\$16,275	\$39,014
Aberdeen (\$.43)	\$688	\$1,333	\$5,203	\$13,803	\$15,050	\$36,077
<b>Total Property Taxes Paid</b>	<b>\$1,611</b>	<b>\$3,122</b>	<b>\$12,185</b>	<b>\$32,325</b>	<b>\$35,245</b>	<b>\$84,487</b>
<b>Economic Dev. Grant - Aberdeen</b>						
Taxes Paid (\$.43)	\$688	\$1,333	\$5,203	\$13,803	\$15,050	
% of Taxes Paid	90%	80%	75%	75%	60%	
<b>Grant Amount - Aberdeen</b>	<b>\$619</b>	<b>\$1,066</b>	<b>\$3,902</b>	<b>\$10,352</b>	<b>\$9,030</b>	<b>\$24,970 +\$27.00* = \$24,997</b>

\*Addition of \$27.00 necessary to bring the total tax incentive respectively approved by Aberdeen and Moore County to \$52,000 as the required match for a \$52,000 One North Carolina Fund grant.

> Actual grant amounts depend on appraisal value for real & personal property and the applicable tax rate each year.



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 – June 22, 2015 Board Meeting**

**Prepared by:**

Daniel Martin,  
Community /  
Downtown  
Development  
Planner

**Background**

In conjunction with the most recent \$52,000 award of the One NC Fund grant to Reliance Packaging, LLC, the Town of Aberdeen and the County of Moore committed to “matching” State funds as part of the application requirement – with the Town compensating Reliance \$24,997 and the County contributing \$27,003 over the next five years. Under GS 158-7.1, any appropriation or expenditure pursuant to subsection (b) of the statute must be approved by the county or city governing body after a public hearing.

**COMPANY PERFORMANCE AGREEMENT**  
**THE ONE NORTH CAROLINA FUND**

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This Company Performance Agreement (the "CPA"), effective the 6<sup>th</sup> day of April, 2015 (the "Effective Date"), by, between, and among Reliance Packaging, LLC, a Florida limited liability company authorized to do business in North Carolina (the "Company"), Alpha Industries, Inc., a New Jersey corporation (the "Guarantor"), who, together with the Company shall be jointly and severally liable for the obligations under this CPA, and the Town of Aberdeen, North Carolina (the "Local Government," and together with the Company and Guarantor, the "Parties");

**WITNESSETH:**

**WHEREAS**, the Local Government has applied for a One North Carolina Fund grant from the North Carolina Department of Commerce (the "DOC"); and

**WHEREAS**, a One North Carolina Fund grant award in the amount of Fifty Two Thousand Dollars (\$52,000) (the "Grant") has been negotiated and agreed to by DOC and the Parties; and

**WHEREAS**, the Grant has been approved by DOC for disbursement to the Local Government pursuant to the terms of the One North Carolina Fund Local Government Grant Agreement between the Local Government and DOC (the "LGGA"); and

**WHEREAS**, the Grant is to be used by the Company toward the goal of creating forty eight (48) new jobs (the "Target New Jobs") which shall be permanent full-time jobs (each, a "New Job") and Three Million Five Hundred Thousand Dollars (\$3,500,000) (the "Target Investment") in new investment in the State of North Carolina; and

**WHEREAS**, the Company and Guarantor have represented that the Grant is necessary to enable the investment and job creation by the Company to occur and go forward in North Carolina; and

**WHEREAS**, the Grant will enable retention of 12 permanent full-time jobs (the "Retained Jobs"), which is the total number of positions the Company maintained in North Carolina prior to the Effective Date; and

**WHEREAS**, the Grant will stimulate economic activity and create new jobs for the citizens of this State; and

**WHEREAS**, the Grant is issued pursuant to and subject to the terms of N.C. Gen. Stat. § 143B-437.70 *et seq.* and the Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund (the "Program Guidelines"); and

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**WHEREAS**, the Guarantor has agreed to guarantee the performance and obligations of the Company hereunder, and its guaranty is made for the benefit of the DOC and the Local Government and to induce the DOC and the Local Government to enter into this CPA, in consideration of the benefits provided to the Company and to the Guarantor by virtue of its ownership interests;

**WHEREAS**, pursuant to, inter alia, N.C. Gen. Stat. § 143B-437.07 and G.S. 143B-437.72(b), as these statutes may be amended from time to time, the DOC is required to submit regular reports to the North Carolina General Assembly regarding operation of the One North Carolina Fund and the performance and funding requirements for each One North Carolina Fund grant awarded;

**NOW, THEREFORE**, in consideration of the representations set forth above and the mutual covenants and promises set forth below, the Company, the Guarantor, and the Local Government hereby agree as follows:

#### **1.0 PERFORMANCE CRITERIA**

In order to be eligible for the full amount of the Grant, the Company must fulfill the following requirements:

1.1 The Company shall undertake and operate in a timely manner the following project at the following location (the "Project"):

An expansion of a manufacturing plant (the "Facility") at which the company will manufacture printed bags and rollstock located in or around 155 Anderson Street, Town of Aberdeen, Moore County, North Carolina.

1.2 The Company shall maintain its current operations at its facilities in North Carolina and a base level of Retained Jobs in North Carolina, in addition to any New Jobs to be created as part of this CPA.

1.3 The Company shall make good faith efforts to create and maintain the Target New Jobs as part of the Project, as described in the Company's application to DOC (the "Company Application"). The New Jobs must be filled by employees hired for the Project on or after the Effective Date, who work for at least thirty-five (35) hours per week, and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statute. Independent contractors, consultants, seasonal and temporary employees are not to be included as New Jobs. In order to be eligible for the full Grant, the Company must create forty three (43) New Jobs (the "Required New Jobs") 90% of the Target New Jobs), by April 6, 2018 (the "Grant End Date," which shall be three years from the date on which the Grant was formally awarded) (the period between April 6, 2015 and April 6, 2018, the "Grant Period").

The New Jobs will be new jobs and cannot be existing North Carolina positions or employees of the Company or the Guarantor or any of their related members that are transferred or shifted such that a previously existing North Carolina job, or a North Carolina job that was not previously part of the Project, is counted towards performance under this CPA.

1.4 The average weekly wage of the group of all permanent full-time jobs at the Facility, including the New Jobs, will equal or exceed Six Hundred Ten Dollars (\$610.00) per week (the "Wage Standard").

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- 1.5 The Company shall provide health insurance for all permanent full-time employees at the Facility, including the New Jobs, in at least the minimum amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d).
- 1.6 The Company shall make good faith efforts to make the Target Investment in the form of privately funded investment in real property and/or machinery and equipment as part of the Project, and must invest at least Three Million One Hundred Fifty Thousand Dollars (\$3,150,000) by the Grant End Date (the "Required Investment") (90% of the Target Investment).
- 1.7 The proceeds of the Grant may be used only to offset statutorily qualifying expenses as set out in N.C. Gen. Stat. § 143B-437.71(b) ("Statutorily Qualifying Expenses"). Those expenses are installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings, or for new or proposed buildings to be used for manufacturing and industrial operations; or such other expenses as specifically provided for by an act of the General Assembly.
- 1.8 Release of any Grant funds under this CPA is contingent on the Company providing verification that the Project has received all of its required environmental permits.

## 2.0 DISBURSEMENT OF GRANT

- 2.1 Proceeds of the Grant up to a total amount of Fifty Two Thousand Dollars (\$52,000) will be disbursed by DOC to the Local Government in four installments based on creation and maintenance of the New Jobs and satisfaction of other performance criteria set out in Section 1.0 above ("Performance Criteria"). The number of New Jobs to be counted shall be determined as provided in Paragraph 6.1 hereof. At the time of any requested disbursement, the Company must certify its performance by submitting a duly executed disbursement request and certification in the form of Exhibit A hereto (the "Company Disbursement Request"), and the Local Government must submit a duly executed disbursement request and certification in the form of Exhibit A to the LGGA (the "Local Government Disbursement Request"). Disbursement will occur on the following schedule and will be subject to any adjustments required by this CPA:
- a. The first twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than twenty-five percent (25%) of the Target New Jobs (i.e., 12 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements; (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses, and (v) obtained all required environmental permits.
  - b. The second twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than fifty percent (50%) of the Target New Jobs (i.e., 24 New Jobs); (iii) satisfied the Wage Standard and health insurance requirements; and (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses.
  - c. The third twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than seventy-five percent (75%) of the Target New Jobs (i.e., 36 New Jobs); (iii) satisfied the Wage Standard and health insurance requirements; and (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses.

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- d. The final twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained the Required New Jobs; (iii) satisfied the Wage Standard and health insurance requirements; and (iv) made the Required Investment; and (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses.

The Local Government will submit or cause to be submitted to DOC each Company Disbursement Request and Local Government Disbursement Request, upon proof of the creation of the required number of New Jobs and the satisfaction of all other Performance Criteria necessary for disbursement. Following receipt of Grant funds from DOC, the Local Government will disburse funds to the Company.

Should it become necessary for a job created after the Effective Date to be counted by the Company as a Retained Job for purposes of establishing the base level of jobs required to be maintained by this CPA, that job may not be double-counted as a New Job.

The Company may qualify for disbursement of multiple installments on a single date.

2.2 DOC will close out the Grant on the first to occur of

- (i) The date as of which DOC shall have received and accepted proof reasonably satisfactory to it that the Project has been completed and the Performance Criteria satisfied.
  - (ii) The Grant End Date.
- ("Closeout").

Following Closeout, to the extent any Grant proceeds may be due and upon submission of a duly completed Company Disbursement Request and Local Government Disbursement Request, a final Grant payment will be disbursed. A request for final payment, if not made previously, must be made to DOC within thirty (30) days following the Grant End Date, provided, however, that if the Company has completed performance and become entitled to a final disbursement of funds under Paragraph 2.1d of this CPA, during any time earlier in the Grant Period, the Company must submit a completed Company Disbursement Request and Local Government Disbursement Request within one year from the date of completed performance (but in no event later than thirty (30) days following the Grant End Date) or forfeit the disbursement.

3.0 OBLIGATION TO REPAY GRANT

- 3.1 **Failure to Provide Health Insurance.** If, at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the Company fails to provide health insurance to all permanent full-time employees at the Facility in the amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d), the Company will be in default of this CPA and the Company and/or Guarantor will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.
- 3.2 **Ceasing Project Operations.** If at any time during the Grant Period, or during the period set forth in Section 5.0 hereof, the Company substantially ceases operations at the Facility, the Company and/or Guarantor shall immediately repay all Grant funds previously disbursed in accordance with this CPA.

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- 3.3 **Failure to Achieve Wage Standard.** If at any time during the Grant Period, or during the period set forth in Section 5.0 hereof, the average weekly wage of the group of all permanent full-time jobs at the Facility fails to equal or exceed the Wage Standard, the Company will be in default under this CPA, no further disbursement will be made, and the Company and/or Guarantor will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.
- 3.4 **Failure to Maintain Retained Jobs.** If at any time during the Grant Performance Period, the Company fails to retain at least 100% of the Retained Jobs, the Company will be in default of this CPA and the Company and/or Guarantor will reimburse DOC the total amount of Grant funds previously disbursed.
- 3.5 **Other Failures to Comply.** The Company may be required to reimburse Grant funds previously disbursed for failure to comply with Paragraphs 6.4 and 6.16 hereof, or as provided in Paragraphs 4.1 and 5.3 hereof.
- 3.6 **Recovery of Costs.** If the Company and/or Guarantor fail to reimburse any amount payable hereunder, on demand, the Local Government and DOC may recover the costs of collection to obtain recovery, from the Company and/or Guarantor, including reasonable attorneys' fees.

#### 4.0 ADJUSTMENTS TO GRANT AT CLOSEOUT

4.1 If Closeout occurs on the Grant End Date and the Company has failed to create and retain the Required New Jobs, has failed to make the Required Investment, or has failed to invest an amount equal to 100% of the Grant in Statutorily Qualifying Expenses, the amount of the Grant shall be reduced to the smallest of the following amounts (the "Adjusted Grant"):

- a. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required New Jobs and the numerator of which is the number of New Jobs actually created and retained as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{New Jobs Actually Created and Retained}}{\text{Required New Jobs}}$$

- b. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required Investment and the numerator of which is the investment actually made as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{Investment Actually Made}}{\text{Required Investment}}$$

- c. The amount the Company has spent on Statutorily Qualifying Expenses

4.2 To the extent the amount of the Adjusted Grant is less than the amount that has been previously disbursed to the Company, the Company shall reimburse DOC for the difference between the Adjusted Grant and the amount previously disbursed.

#### 5.0 OBLIGATIONS BEYOND CLOSEOUT

5.1 If Closeout occurs on or before the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for two (2) years after the date of Closeout.

- 5.2 If Closeout occurs after the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout until the date that is the one year anniversary following the Grant End Date.
- 5.3 If the Company fails to maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for the required time period following Closeout, as specified in Paragraphs 5.1 and 5.2 hereof, the Company will be in default of this CPA and shall reimburse to DOC the total amount of the Grant funds previously disbursed in accordance with this CPA.

**6.0 ADDITIONAL PROVISIONS**

- 6.1 The Company and Guarantor shall provide to DOC and the Local Government all documentation deemed necessary by DOC or the Local Government to verify Retained Jobs, and creation and retention of New Jobs, salary levels, health insurance, investments, Statutorily Qualifying Expenses, environmental permits and other Performance Criteria specified in this CPA, including copies of the N.C. Department of Commerce Division of Employment Security Employer's Quarterly Tax and Wage Report ("NCUI 101"), a list of all positions used in accounting for the Grant and the names of the individuals filling those positions. The threshold numbers of New Jobs created for the Company to be eligible for disbursements under Paragraph 2.1 hereof, shall be measured by adding the three figures that represent the average number of New Jobs (calculated after deducting the Retained Jobs) that have been created during the Grant Period and have been retained during each of the three months of the quarter reported in the Company's NCUI 101, and dividing that sum by three, or in such other manner determined by the DOC to reasonably reflect New Job creation. The Company shall not include in such count, any temporary, seasonal, contract, or part-time employees, employees that were hired prior to the Effective Date, or employees that were hired from affiliates of the Company or Guarantor in North Carolina, even if those employees are included in the NCUI 101s. The Company and Guarantor will certify how many of the employees listed on the NCUI 101s in each month qualify under the definition of Retained Jobs and New Jobs. For verification of Required Investment, the Company shall provide a fixed asset report and any other documentation requested by DOC. The Company's compliance with the job creation and/or retention, investment, Statutorily Qualifying Expense, environmental permit and other Performance Criteria set out in this CPA shall be attested to under oath by an officer of each of the Company and the Guarantor.
- 6.2 By not later than February 1 of each year during the Grant Period (and with respect to Paragraph 6.2A, through the later of February 1 following the date established pursuant to Paragraph 5 hereof or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the Grant), the Company must submit the following to the DOC, in the form of Exhibit B hereto:
- A. a copy of the Company's fourth calendar quarter performance (ending December 31) NCUI 101 for the previous calendar year, containing all information required by Exhibit B (N.C. Gen.Stat. §143B-437.07).
  - B. a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30). Failure to identify the expected performance over the coming fiscal year may result in ineligibility for a disbursement during that period, or may limit the amount of disbursement available to the Company during the upcoming fiscal year. (N.C. Gen. Stat. §143B-437.72(b)(6b)).

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6.3 If unforeseen calamity, an Act of God, or financial disaster is the cause of the Company's failure to satisfy or perform its obligations under this CPA, the Company and the Local Government may request an extraordinary modification of this CPA from the Secretary of DOC (the "Secretary"). The Parties agree that any decision to allow such modification shall be at the sole discretion of the Secretary, that such modifications are rarely, if ever, granted, and that the Secretary's decision regarding any extraordinary modification shall be final and not subject to review or appeal.

6.4 The Company and Guarantor shall keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and fulfillment of this CPA, including, but not limited to, records to verify employment, salaries, health insurance, investment amounts, Statutorily Qualifying Expenses and environmental permits.

Subject to any applicable federal or North Carolina laws or regulations respecting employee privacy, the Company and Guarantor each agree that any duly authorized representative of the Local Government or the State of North Carolina, including the DOC, the Office of the North Carolina State Auditor, and the Office of State Budget and Management, shall, at all reasonable times and on reasonable notice, have access to and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the Grant and the fulfillment of this CPA throughout the Grant Performance Period and for a period of six years thereafter.

If the Company or Guarantor fail to keep and maintain books and records necessary for verifying fulfillment of this CPA, including, but not limited to, adequate records for the verification of employment, salaries, investment amounts, Statutorily Qualifying Expenses and environmental permits, or if the Company or Guarantor fail to provide access and right of inspection sufficient to verify compliance with this CPA, the Local Government or the Secretary, as applicable, may in its or his discretion declare this CPA to be in default, withhold payments for or under this CPA or the L.G.G.A, and/or require reimbursement of all or any portion of the Grant previously paid.

The Company and/or Guarantor shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly.

6.5 To the extent any information or documents gathered by or provided to the Local Government or the DOC would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (including, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the "Public Records Act"), the Company or Guarantor, as applicable, shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by the Local Government and DOC and their authorized representatives.

The Company and Guarantor have read and understand North Carolina's laws regarding the treatment of public records and confidential information, including without limitation, those provisions set forth in Exhibit C.

The Company and Guarantor shall be responsible for any and all costs, expenses, fees, or losses that they or the Local Government or DOC or any other State entity may incur as a result of responding to or resisting any request, subpoena, legal complaint, court order, or other demand seeking to compel such party to release or disclose records, documents, or information pertaining to the Company or Guarantor, to the extent that the Company or Guarantor notified the State entity that it objects to such disclosure or release and the State defends against such release; and the Company and Guarantor shall indemnify the Local Government, DOC, and State entities and their authorized representatives for all costs associated therewith, provided that, no such indemnified party shall be obligated to take any such action.

- 6.6 Notwithstanding anything herein to the contrary, the Parties acknowledge the due execution of the LGGA and agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and the LGGA shall be resolved in favor of the LGGA. The Parties further agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and any program documentation for this Grant other than the LGGA shall be resolved in favor of this CPA.
- 6.7 The Company and Guarantor acknowledge that none of the North Carolina operations owned by the Company or Guarantor or any related entity or affiliate shall be curtailed as a result of the Project.
- 6.8 The Company and Guarantor shall perform and abide by all commitments they made in the Company Application, except as otherwise expressly stated herein. The Company and Guarantor affirm their commitments made in the Company Application, and the commitments contained therein are incorporated herein by reference, as if set out in full. The Parties agree that any conflict between the provisions of this CPA and any commitments made in the Company Application to DOC shall be resolved in favor of this CPA.
- 6.9 The Company and Guarantor indemnify and hold harmless the Local Government, DOC, and State entities, and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties arising out of or any act or omission of the Company and/or Guarantor in connection with the performance of this CPA, and for all losses arising from implementation of this CPA. Without limiting the generality of the foregoing, the Company and Guarantor release the Indemnified Parties from, and agree that such Indemnified Parties are not liable for, and agree to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with or on or about the Facility, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions, or negligence of the Company or Guarantor or any of their agents, contractors, servants, employees, licensees, lessees, or assignees). Each Indemnified Party is an express, third party beneficiary of the Company's and Guarantor's obligations under this Paragraph.
- 6.10 The representations made by the Company and Guarantor in the Company Application to DOC or as part of the application process are incorporated herein by reference and deemed by the Parties to be material to this CPA. The Company and Guarantor affirm these representations. The Parties agree that any conflict between any representations contained in this CPA and those representations contained in the Company Application to DOC or made as part of the One North Carolina Fund application process shall be resolved in favor of this CPA.
- 6.11 The recitals are an integral part of this CPA.
- 6.12 If the Company or Guarantor has an overdue tax debt owing to the State of North Carolina, as defined in N.C. Gen. Stat. § 105-243.1, no payments will be made under this CPA or the LGGA until that tax debt has been satisfied. If an overdue tax debt goes unsatisfied by the Company or Guarantor for more than one year, this CPA may be declared in default and terminated at the direction of DOC.
- 6.13 The Local Government's obligation to make disbursements to the Company under this CPA is contingent upon the Local Government's receipt under the LGGA of the necessary disbursements

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from DOC, which are, in turn, contingent on appropriation, allocation and availability of funds for the Grant to DOC.

- 6.14 This CPA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this CPA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this CPA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.
- 6.15 The Parties agree that the State of North Carolina Department of Commerce is a third party beneficiary of this CPA and may, at its option, enforce the terms of this CPA or appear as a party in any litigation concerning it or the Grant.
- 6.16 The Company and Guarantor shall comply with all applicable federal, state, and local laws and regulations. If the Company or Guarantor fail to comply with any law or regulation applicable to them, the Secretary may, in his sole discretion, terminate the Grant and declare that no future Grant disbursement shall be due and payable and/or require the Company and/or Guarantor to reimburse DOC all or part of any Grant funds previously disbursed following the date of any such violation. The Secretary may determine, in his sole discretion, that where the Company or Guarantor is under investigation for an act involving violation of federal, state, local law or regulation, including an unresolved environmental violation, Grant funds be withheld until such time as a determination of culpability or liability is made, and, if the Company or Guarantor is determined to be in violation, the Grant may be terminated and the Company and/or Guarantor may be required to reimburse the DOC for all or part of any Grant funds previously disbursed. If such investigation is not concluded within two (2) years of the Grant End Date, the DOC may terminate the Grant.
- 6.17 Failure of the Local Government or DOC at any time to require performance of any term or provision of this CPA shall in no manner affect the rights of the Local Government or DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Local Government or DOC of any condition or the breach of any term, provision or representation contained in this CPA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
- 6.18 The Company is encouraged to utilize the services of North Carolina small businesses and minority, female, and disabled contractors, to offer positions in connection with the Project to North Carolina residents, and to use the North Carolina state ports when reasonable and commercially practicable.
- 6.19 In addition to any rights and remedies provided to the Local Government and DOC by law, DOC has the right, without prior notice to Company or Guarantor, any such notice being expressly waived by Company and Guarantor to the extent permitted by applicable law, upon the occurrence of any event herein which would result in the Company's obligation to repay some or all of Grant monies disbursed hereunder (including without limitation Section 3, 4 and 5 hereof), to set-off and apply against any amounts due hereunder, any amount owing from DOC or the State to the Company or Guarantor.

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- 6.20 This Grant award shall terminate and be null and void on June 30, 2015 if by that date the Company has not delivered back to the DOC, two originals of this CPA, duly executed by authorized officer of each of the Company and of the Guarantor, and attested in the manner provided below. This Grant is also subject to the requirement that the Local Government deliver to the DOC, one original each of the LGGA and this CPA, duly executed by an authorized official of the Local Government, within sixty (60) calendar days following the date on which the DOC sends the LGGA and CPA to the Local Government, together with a copy of the agreement with the Company governing the local incentives to be provided for the Project.

## 7.0 GUARANTY

- 7.1 The Guarantor represents and warrants, as of the date hereof, and as of the date of any disbursement of Grant funds, that (a) both the Company and Guarantor are duly organized, validly existing and in good standing under the laws of the state of their registration, with power adequate for the carrying out their businesses; (b) the execution, delivery, and performance of this CPA are within the Company's and the Guarantor's power and authority and the Company and Guarantor have duly authorized, executed and delivered this CPA; (c) this CPA is signed by an authorized representative of each of the Company and the Guarantor, and is a legally valid and binding obligation of the Company and the Guarantor, enforceable against them in accordance with its terms, except as may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights; (d) it has taken or will take all actions reasonably necessary to carry out and give effect to the transactions contemplated by this CPA; (e) all written statements, representations, and warranties made by or on behalf of the Company and the Guarantor to the DOC, the State, and the Local Government in connection with the Grant are true, accurate and complete in all material respects, to its best knowledge and belief, and the Company is eligible for this Grant; (f) the Company and the Guarantor are financially solvent and not subject of any bankruptcy proceedings; and have no interest, and shall not acquire any interest, direct or indirect, which would conflict with the performance of their obligations under this CPA; (g) the Guarantor owns 100% of the membership interests/shares of the Company and will derive substantial benefit from the transactions contemplated by the CPA; and (h) the making and performance of this Guaranty will not violate any provision of or result in the acceleration of any obligation under any instrument or agreement, order, judgment or decree to which the Guarantor is a party or by which it or any of its property is bound. There are no conditions precedent to the effectiveness of this Guaranty that have not been satisfied or waived.
- 7.2 In order to induce the Local Government to enter this CPA, and the Local Government and DOC to enter the LGGA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor unconditionally and irrevocably guarantees, as primary obligor and not as surety, the full, prompt, and punctual performance by the Company of all of the Company's obligations, agreements and covenants under and with respect to this CPA. The Guarantor unconditionally guarantees, the prompt payment (and not merely the collection) of all amounts that may now or in the future be owing to the DOC or the State, or the Local Government under this CPA and the LGGA, or any extension or renewal thereof however and whenever made, and shall be liable for any remedies or recoveries (including the cost of attorney fees incurred in enforcing this CPA and the LGGA) available to the DOC or the State, or the Local Government under or with respect to this CPA. The liability of the Guarantor shall be primary, joint and several.
- 7.3 This Guaranty shall operate as a continuing and absolute guaranty and shall remain in full force and effect without regard to, and shall not be affected or impaired by, any amendment of the CPA, any sale or transfer of all or any part of the Guarantor's ownership interest in the Company, any voluntary or involuntary liquidation, dissolution, merger, sale of assets, insolvency,

*One NC Company Performance Agreement  
Reliance Packaging, LLC / Town of Aberdeen  
Company; Guarantor; Retained Jobs; New Jobs  
Form 9-1-12*

reorganization, bankruptcy or filing for bankruptcy of the Company or the Guarantor or any subsidiary, any rescission of a payment made hereunder, or any extension of time or other forbearance, compromise, adjustment, modification or indulgence granted to the Company by the DOC, the State, or the Local Government. The Guaranty shall remain in full force and effect until termination of the CPA; provided, however, that the Guarantor shall not be released from its obligation hereunder so long as there is any claim of DOC or the Local Government against the Company, which claim arises out of, or related to, directly, or indirectly, this CPA, that is not settled or discharged in full.

- 7.4 The DOC and the Local Government may exercise their rights against the Guarantor without first having to take action or exhaust remedies against the Company. The Guarantor expressly waives notice of non-performance, in any respect, by Company of any of its duties and obligations. The Guarantor unconditionally waives any defense available to it, including all suretyship defenses or defenses in the nature thereof; all requirements of notice, demand, presentment or protest in case of any default by the Company, as well as rights of set-off, redemption, and counterclaim which may be alleged to exist in favor of the Company.
- 7.5 This Guaranty shall inure to the benefit of the DOC and the Local Government and their respective successor and assigns, and shall be binding on the Guarantor, and its successors and assigns, and shall not be discharged or affected by the death of any party.

**IN WITNESS WHEREOF**, the Company, the Guarantor, and the Local Government have executed this Company Performance Agreement effective as of the day and year first written above. This CPA is intended to be under seal for purposes of any statute of limitations.

**Approved and Accepted:**

(Official Seal)

ATTEST:

\_\_\_\_\_, Clerk

**Town of Aberdeen  
(Local Government)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Official

Date: \_\_\_\_\_

*Signature Pages Follow*

*One NC Company Performance Agreement  
Reliance Packaging, LLC / Town of Aberdeen  
Company; Guarantor; Retained Jobs; New Jobs  
Form 9-1-12*

Reliance Packaging, LLC  
(Company)

(Corporate Seal)

By: [Signature]  
Name: SATISH SHARMA  
Title: PRESIDENT  
Authorized Corporate Officer

Date: 4-21-15

ATTEST:

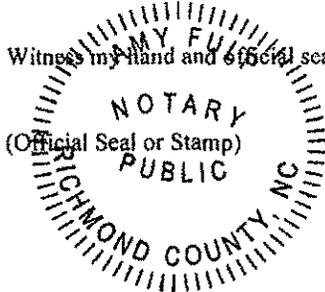
[Signature], Secretary

STATE OF North Carolina  
COUNTY OF Richmond

I, Amy Fulp, a Notary Public of said State and County, do hereby certify that Satish Sharma (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

[Signature]  
Notary Public Signature  
Amy Fulp  
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 21 day of April, 20 15



My Commission expires on May 23, 2018

Signature Page Follows

Alpha Industries, Inc.  
(Guarantor)

(Corporate Seal)

By: [Signature]  
Name: Mark Teo  
Title: COO  
Authorized Corporate Officer  
Date: 5/20/15

ATTEST:

[Signature], Secretary

STATE OF Florida  
COUNTY OF Broward

I, Carla Fordman a Notary Public of said State and County, do hereby certify that Mark Teo (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

[Signature]  
Notary Public Signature  
Carla Fordman  
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 20<sup>th</sup> day of May, 20 15

(Official Seal or Stamp)

My Commission expires on July 08, 2016



LOCAL GOVERNMENT GRANT AGREEMENT  
**THE ONE NORTH CAROLINA FUND**

Local Government Name: <b>Town of Aberdeen</b>	Grant No. <b>2014-16038</b>
Project Name: <b>Reliance Packaging, LLC (with Alpha Industries, Inc. as Guarantor)</b>	

STATE OF NORTH CAROLINA

GRANT AGREEMENT

COUNTY OF WAKE

This Local Government Grant Agreement (the "LGG") is effective the 6<sup>th</sup> day of April, 2015 (the "Effective Date") by and between the **Town of Aberdeen, North Carolina** (hereinafter referred to as the "Local Government"), and the **North Carolina Department of Commerce** (hereinafter referred to as "DOC");

**WITNESSETH:**

**WHEREAS;** the Local Government desires to stimulate and develop the local economy of its region, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base; and

**WHEREAS;** the General Assembly has created the One North Carolina Fund (the "Program") to make funding available within North Carolina "to secure commitments for the recruitment, expansion or retention of new or existing businesses"; and

**WHEREAS;** the General Assembly has authorized Program funds to be used for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings; and construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for new or proposed buildings to be used for manufacturing and industrial operations; and

**WHEREAS;** the Local Government has applied for funds in connection with activity to be undertaken by Reliance Packaging, LLC (the "Company"), a business that has competitively chosen to locate or expand operations for the following project (the "Project") in North Carolina:

An expansion of a manufacturing plant (the "Facility") at which the company will manufacture printed bags and rollstock located in or around 155 Anderson Street, Town of Aberdeen, Moore County, North Carolina.

**WHEREAS;** the Local Government has committed to provide matching funds and resources for the Project equal to at least the amount of any funds awarded from the Program (the **"Match"**); and

**WHEREAS;** the Local Government's application (the **"Local Government Application"**) has been approved by DOC for funding, based on the Local Government's commitments, and the commitments made by the Company in its Program application (the **"Company Application"**);

**WHEREAS,** the Company has executed an agreement (the **"Company Performance Agreement"** or **"CPA"**) with the Local Government reflecting the Company's commitments to expand, create and/or retain jobs and to take other actions that will support North Carolina's economic development, and the terms on which funds will be made available for such activity from the Program;

**NOW THEREFORE,** in consideration of the mutual covenants and promises set forth below, the Local Government and DOC hereby agree as follows:

## **I. DOC COMMITMENTS AND GRANT CONDITIONS**

(a) DOC agrees to provide Program fund in the maximum amount of Fifty Two Thousand Dollars (\$52,000) for the Project (the **"Grant"**), in accordance with the terms of this LGGA and the CPA.

(b) Grant payments disbursed under this LGGA will be disbursed to the Local Government pursuant to N.C. Gen. Stat. § 143B-437.70 *et seq.*, the terms of the Program Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund, established pursuant to N.C. Gen. Stat. § 143B-437.73 and in effect as of the effective date of this LGGA (the **"Program Guidelines"**), consistent with the terms and schedule established in the CPA.

(c) Grant disbursements are conditioned upon the execution of the CPA between the Local Government and the Company, and any other required parties thereto, in a form acceptable to DOC. In addition to the Company and the Local Government, the following is a required party to the CPA: Alpha Industries, Inc. (the **"Guarantor"**).

(d) To receive a Grant disbursement, the Local Government must provide or cause to be provided to DOC a properly executed CPA, proof that the Company has performed its obligations under the CPA, proof that the Local Government has met its obligation to provide the Match, a duly executed completed disbursement request and certification in the form of Exhibit A hereof (the **"Local Government Disbursement Request"**), and a duly executed completed Company's disbursement request and certification in the form of Exhibit A to the CPA (the **"Company Disbursement Request"**).

## **II. LOCAL GOVERNMENT'S COMMITMENTS**

(a) The Local Government agrees to perform the Program and to abide by all commitments, terms and representations in the Local Government Application.

(b) The Local Government agrees to provide the Match in a manner consistent with N.C. Gen. Stat. § 143B-437.72(c)(1), the Program Guidelines and Procedures, and the Local Government Application. The Local Government will provide to the DOC a copy of the duly executed agreement between the Local Government (or other local entity) and the Company governing the local incentives that will be provided to the Company for the Project (the **"Local Incentive Agreement"**), at the time the Local Government returns the executed LGGA. The Company will be ineligible for a Grant disbursement until the Local Incentive Agreement is provided to the DOC. The Local Government will report to the DOC the amount of each incentive payment that is provided to the Company under the Local Incentive Agreement, within thirty (30) days of the date on which it is provided, whether or not the CPA remains in effect.

(c) The Local Government agrees to take all steps reasonably necessary to ensure and to establish to DOC that the required levels of jobs are created and/or retained, the required salary levels are achieved,

the required levels of investments are made, statutorily qualifying expenses are incurred, any required environmental permits are obtained, and any other required performance criteria are satisfied, and that no Grant funds are disbursed until the performance criteria in the CPA have been met.

(d) The Local Government agrees to take whatever steps may be reasonably necessary to ensure and to establish to DOC that Grant funds disbursed by the Local Government are used only for purposes allowed under the statutory authority creating the Program.

(e) The Local Government agrees to take whatever steps may reasonably be required, after consultation with the Secretary of DOC (the “Secretary”) and not inconsistent with the Secretary’s authority under the CPA, to recapture all disbursed funds for which the Local Government and DOC have a right to be reimbursed.

(f) The Local Government acknowledges that DOC has a right to recapture funds under the CPA and that such right does not relieve the Local Government of its own responsibility to recapture funds.

(g) The Local Government agrees to otherwise reimburse DOC for any funds improperly disbursed, provided, however, that Local Government is under no obligation to reimburse DOC for any improperly disbursed funds that were disbursed with DOC’s prior permission.

(h) The Local Government agrees to keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and the fulfillment of this LGGA. The Local Government shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly. If the Local Government fails to keep and maintain books and records necessary for verifying fulfillment of this LGGA, the Secretary may in his discretion declare this LGGA to be in default, withhold payments for or under this LGGA, and/or require reimbursement of all or any portion of Grant funds previously paid. Prior to taking such action, the Secretary will endeavor to communicate with the Local Government and the Company to discuss the circumstances and the actions being contemplated.

(i) The Local Government agrees to provide any duly authorized representative of DOC or the State of North Carolina at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the Grant for a period of three years following the last payment of Grant funds or for the inspection period specified in the CPA, whichever is longer. To the extent any information or documents gathered pursuant to this section would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (to include, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the “Public Records Act”), the Local Government shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by DOC and its authorized representatives. If the Local Government fails to provide such access and right of inspection, the Secretary may exercise discretion to declare this LGGA in default, to withhold payments under this LGGA and/or require reimbursement of all or any portion of the Grant paid.

(j) The Local Government shall comply with all lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina, and any other applicable laws and/or Executive Orders currently or hereafter in force.

(k) In the event that the Company or Guarantor fail to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, the Local Government, after consultation with the Secretary and not inconsistent with the Secretary’s authority under the CPA, shall promptly exercise its rights and remedies to require repayment of funds, or to assess such other penalties as may be provided for in the CPA.

(l) In addition, in the event that the Company or Guarantor fail to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, and the Local Government recaptures funds from

the Company or Guarantor, the Local Government shall promptly pay to DOC the Grant amounts which it is able to collect.

(m) By not later than January 31 of each year following a calendar year until the full Match has been disbursed to the Company, the Local Government shall submit to the DOC a report detailing Match payments made during the calendar year just ended, together with a cumulative tally of all Match payments made through the end of that calendar year. In addition, the Local Government shall report all other Local Government financial contributions made for the Project. This is required in order to comply with N.C. Gen. Stat. §143B-437.07. Failure to timely file this report will result in ineligibility for Grant payments.

### III. GENERAL PROVISIONS

(a) The parties to this LGGA agree and understand that the payment of all sums specified in this LGGA is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds to DOC for this purpose.

(b) Failure of DOC at any time to require performance of any term or provision of this LGGA shall in no manner affect the rights of DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of DOC of any condition or the breach of any term, provision or representation contained in this LGGA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

(c) The recitals are an integral part of this LGGA.

(d) This LGGA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this LGGA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this LGGA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

**(e) This Grant award shall terminate and be null and void on June 30, 2015 if by that date the Local Government has not delivered back to the DOC, an original of this LGGA and of the CPA, duly executed by an authorized official of the Local Government, and attested in the manner provided below, together with a copy of the Local Incentive Agreement.**

Upon execution of this LGGA by DOC and the Local Government in the spaces below, the Local Government hereby accepts the Grant on the terms of this LGGA, effective on the date indicated above, and further certifies that the official signing below has been duly authorized by the Local Government's governing body to execute this LGGA.

North Carolina Department of Commerce

Date: \_\_\_\_\_

By: \_\_\_\_\_

John E. Skvarla III, Secretary  
North Carolina Department of Commerce

*Signature Page Follows*

**Town of Aberdeen  
(Local Government)**

Date: \_\_\_\_\_

(Official Seal)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Official

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_, 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: Adam Crocker Department: Parks and Recreation

Contact Phone # 944-4573 Date Submitted: 6/17/15

Agenda Item Title: Tobacco Free Parks

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 6/22/15

Information Only \_\_\_\_\_

Old Business \_\_\_\_\_

Consent Agenda \_\_\_\_\_

Public Hearing \_\_\_\_\_

Informal Discussion & Public Comment \_\_\_\_\_

Other Business \_\_\_\_\_

Summary of Information:

Ordinance banning tobacco and e-cigarettes from park property.

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

**AN ORDINANCE AMENDING THE ABERDEEN CODE OF ORDINANCES TO PROHIBIT THE USE OF TOBACCO PRODUCTS AND E-CIGARETTES ON TOWN PARK AND OTHER RECREATIONAL PROPERTY**

WHEREAS, after due consideration of the needs of public health, the welfare of the citizens and employees of the town using town property, of the uncertain secondary effects of nicotine vapor, and of the difficulties of enforcement when non-tobacco smoking is not readily distinguishable from tobacco smoke, the Aberdeen Board of Commissioner concludes that a ban on smoking and smokeless tobacco use and on e-cigarettes is beneficial to the users of town park and other recreational properties.

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

**Section 1.** A new Aberdeen Code of Ordinances Section 131.02 Section is hereby adopted and reads as follows:

**TOBACCO AND E-CIGARETTE USE PROHIBITED ON TOWN PARKS AND RECREATION PROPERTY**

**§ 131.02 TOBACCO AND E-CIGARETTE USE PROHIBITED ON TOWN PARKS AND RECREATION PROPERTY.**

(A) Definitions: For the purpose of this section, the following definitions shall apply:

(1) Tobacco Product: A cigarette, cigar, or any other product that contains tobacco and is intended for inhalation or oral use.

(2) E-Cigarette: Any electronic oral device, such as one composed of heating elements, battery, and/or electronic circuit, which provides a vapor or nicotine or any other substances, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, or under any other product name or descriptor.

(B) Prohibition: It shall be unlawful for any person to use any tobacco product or e-cigarette in or on any park, recreation building, indoor or outdoor athletic facility, greenway or trail, or any other indoor or outdoor recreation facility, or any portion thereof, that is owned, leased, operated, occupied, managed, or controlled by the Town.

(C) Violation:

(1) Smoking Tobacco Products. In accordance with G.S. 130A-498, the smoking of tobacco products in violation of this section shall be an infraction and may be punished by a fine of not more than fifty dollars (\$50.00).

(2) Other Violations. In accordance with G.S. 14-4, all other violations of this section shall constitute a Class 3 misdemeanor and may be punished by a fine not to exceed fifty dollars (\$50.00).

**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 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: Adam Crocker Department: Parks and Recreation

Contact Phone # 944-4573 Date Submitted: 6/17/15

Agenda Item Title: Open Carry in Parks

<b>Work Session - Board Action (date of meeting should be filled in on line) :</b> Information Only _____ Public Hearing _____ Approval at work session - immediate action _____	
<b>Regular Board Meeting - Board Action (date of meeting should be filled in on line):</b>	
New Business <u>6/22/15</u>	Information Only _____
Old Business _____	Consent Agenda _____
Public Hearing _____	Informal Discussion & Public Comment _____
Other Business _____	

**Summary of Information:**  
Two ordinance choices for the restriction of open carry on Town property.

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

MEMORANDUM

TO: Mayor Farrell, Members of the Board of Commissioners, City Manager Zell, Chief Wenzel and Director Crocker

From: Al Benshoff, The Brough Law Firm

RE: Proposed amendments to Code of Ordinances section 130-04

DATE: June 10, 2015

This memo contains two versions of an amendment to the code of ordinances regulating the possession of weapons on City property. The first amendment bans weapons from Town-sponsored festivals, such as the Fourth of July festival. It is found on pages 2 and 3.

The second alternative amendment was discussed by the Board on June 8. As you know, this amendment is broader in scope. It bans the possession of weapons on Town property. It is on pages 4 and 5.

Either ordinance may be adopted as presented.

There is no current case law on this type of regulation. The most important and relevant case is from the 1920s'. While North Carolina is an "open carry" state, in practice both the statutes and case law recognize the right of local government to place reasonable limits on carrying weapons. There is one exception. The General Assembly's statutes on regulating the concealed carrying of handguns preclude any local regulation of "concealed carry."

Either T.C. or I will be happy to answer any questions or to expand on anything found in this memo.

## VERSION ONE - BANS WEAPONS FROM TOWN FESTIVALS

### AN ORDINANCE AMENDING THE ABERDEEN CODE OF ORDINANCES WITH REGARD TO THE DISCHARGE OF FIREARMS, AND THE POSSESSION OF WEAPONS ON TOWN PROPERTIES

Whereas, N.C. Gen. Stat. §§ 160A-189 and 14-415.23 and 14-409.40 allow municipalities to adopt ordinances regulating the display and discharge of weapons, including firearms; and

Whereas, the Town operates parks and recreation areas for the use and enjoyment of its citizens and visitors; and

Whereas, from time-to-time the Town sponsors festivities in the parks to commemorate special occasions and national holidays, such as the annual Fourth of July festivities; and

Whereas, in 2014 over five thousand persons attended the Fourth of July festival; and

Whereas, The Board of Commissioners has an important governmental interest in protecting the public health, safety and welfare by limiting the discharge of weapons in the Town limits, and

Whereas, The Board of Commissioners has an important governmental interest in protecting the public health, safety and welfare by ensuring that public assemblies such as the Fourth of July festival are peaceful and serene; and

Whereas, The Board of Commissioners has an important governmental interest in protecting the public health, safety and welfare by limiting the display of weapons in Town parks, property and buildings;

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

**Section 1.** Aberdeen Code of Ordinances § 130-04 is amended to read as follows:

#### 130.04 DISCHARGING OR PERMITTING CHILD TO DISCHARGE WEAPONS; POSSESSION OF WEAPONS ON TOWN PROPERTY

- (a) It shall be unlawful for any person to discharge an air rifle, air pistol, air gun, slingshot or any like instrument used to eject a pellet or projective, to discharge a pistol, rifle, shotgun or other firearm within the corporate limits, except in the following circumstances:
1. By a police officer acting in the performance of his or her duties;
  2. With the permission of a police officer acting in the performance of his or her official duties;

3. In self-defense;
4. As a part of any use authorized by the Aberdeen Unified Development Ordinance.

(b) Except as provided in subsection (3) below, all persons are prohibited from possessing weapons as defined in G.S. §14-269 and firearms as defined in §14-409.39 in or upon any building or property owned or controlled by the Town during a Town-sponsored festival or event, including, but not limited to the Fourth of July holiday festival.

1. This section shall not apply to law enforcement personnel acting within the scope of their duties and to those persons lawfully permitted to possess and carry a concealed handgun pursuant to G.S. § 14-269.
2. For purposes of this sub-section (b) festival or event is a Town-sponsored celebration or program of events or entertainment held on Town property, open to the public, having a specific focus including, but not limited to a national holiday, season, or memorial observance such as a funeral or parade.

**Section 6.** All provisions of any town ordinance or resolution in conflict with this ordinance are repealed.

**Section 7.** 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

**VERSION TWO - PRESENTED on JUNE 8, 2015**

**AN ORDINANCE AMENDING THE ABERDEEN CODE OF ORDINANCES WITH REGARD TO THE DISCHARGE OF FIREARMS, AND THE POSSESSION OF WEAPONS ON TOWN PROPERTIES**

Whereas, N.C. Gen. Stat. §§ 160A-189 and 14-415.23 and 14-409.40 allow municipalities to adopt ordinances regulating the display and discharge of weapons, including firearms; and

Whereas, the Town operates parks and recreation areas for the use and enjoyment of its citizens and visitors; and

Whereas, from time-to-time the Town sponsors festivities in the parks to commemorate special occasions and national holidays, such as the annual Fourth of July festivities; and

Whereas, in 2014 over five thousand persons attended the Fourth of July festival; and

Whereas, The Board of Commissioners has an important governmental interest in protecting the public health, safety and welfare by limiting the discharge of weapons in the Town limits, and

Whereas, The Board of Commissioners has an important governmental interest in protecting the public health, safety and welfare by ensuring that public assemblies such as the Fourth of July festival are peaceful and serene; and

Whereas, The Board of Commissioners has an important governmental interest in protecting the public health, safety and welfare by limiting the display of weapons in Town parks, property and buildings;

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

**Section 1.** Aberdeen Code of Ordinances § 130-04 is repealed, and replaced by the following:

**130.04 DISCHARGING OR PERMITTING CHILD TO DISCHARGE WEAPONS; POSSESSION OF WEAPONS ON TOWN PROPERTY**

- (b) It shall be unlawful for any person to discharge an air rifle, air pistol, air gun, slingshot or any like instrument used to eject a pellet or projective, to discharge a pistol, rifle, shotgun or other firearm within the corporate limits, except in the following circumstances:
5. By a police officer acting in the performance of his or her duties;

6. With the permission of a police officer acting in the performance of his or her official duties;
7. In self-defense;
8. As a part of any use authorized by the Aberdeen Unified Development Ordinance.

(c) All persons are prohibited from possessing firearms and/or dangerous weapons in or upon any building or property owned or controlled by the Town, including but not limited to parks, parking lots, cemeteries, athletic fields, recreation centers or greenways, except that this subsection shall not apply to:

1. Law enforcement personnel acting within the scope of their duties and
2. To those persons lawfully permitted to possess and carry a concealed handgun pursuant to N.C. Gen. Stat. § 14-269.

(d) *Definitions and Miscellaneous Provisions*

3. For purposes of this section, dangerous weapons shall have the definition in N.C. Gen. Stat. §14-269(a) and firearms shall have the definition in N.C. Gen. Stat. §14-409.39.
4. The Town manager is directed to post appropriate signage at each park and on each building or portion of a building now or hereafter owned, leased as lessee, operated, occupied, managed or controlled by the county, as well as appurtenant premises to such buildings, indicating that possession of dangerous weapons and firearms, except lawfully possessed concealed handguns, is prohibited therein.
5. The signs shall be visibly posed on the exterior of each entrance by which the general public can access the building, appurtenant premises, or park. The town manager shall exercise discretion in determining the necessity and appropriate location for other signs posted on the interior of the building, appurtenant premises or park.

**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



# 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:** Daniel Martin **Department:** Planning

**Contact Phone #** 910.944.4506 **Date Submitted:** 6/16/2015

**Agenda Item Title:** Downtown Associate Community (NC Main St.) | Application Submission and Board Approval

**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** 6/22/15 \_\_\_\_\_

**Information Only** \_\_\_\_\_

**Old Business** \_\_\_\_\_

**Consent Agenda** \_\_\_\_\_

**Public Hearing** \_\_\_\_\_

**Informal Discussion & Public Comment** \_\_\_\_\_

**Other Business** \_\_\_\_\_

**Summary of Information:**

The purpose of this item is to gain approval from the Board to submit application to the NC Main Street center to become a Downtown Associate Community.

Two resolutions are presented to the Board for adoption.

**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 – June 22, 2015 Board Meeting**

**Background**

Staff will be submitting an application to the NC Main Street Center to become a Downtown Associate Community (DAC) before the July 1<sup>st</sup> deadline. The program is set up to be a three year “trial” run; in that three year cycle, the community must exemplify that it is fully capable and committed to carrying out the Main Street Community four step approach – organization, promotion, design, and economic restructuring – with the help of Main Street Center Staff. If achieved, the community will then be eligible to become a certified Main Street Community either after or before the three year timeframe.

**Recommendation**

Staff recommends the Board adopt the Resolution of Commitment to the NC Main Street Center for Participation in the Downtown Associate Community Program as well as the Resolution Designating the Coordinating Entity for the Local Downtown Associate Community Program.

**Prepared by:**

Daniel Martin,  
Community /  
Downtown  
Development  
Planner

Enclosure: Draft Town of Aberdeen Downtown Program Budget  
Resolution of Commitment to the DAC Program  
Resolution Designating the Coordinating Entity for the DAC Program

**RESOLUTION OF COMMITMENT TO THE  
NC MAIN STREET CENTER FOR PARTICIPATION IN THE  
DOWNTOWN ASSOCIATE COMMUNITY PROGRAM**

**WHEREAS**, the Town of Aberdeen desires to be selected as a community participating in the Downtown Associate Community program administered by the NC Main Street Center; and

**WHEREAS**, the Town of Aberdeen and its Board of Commissioners embrace the concept of downtown revitalization as economic development within the context of historic preservation and wishes to ensure the ongoing vitality of its downtown business district and support the local downtown initiative administered by Downtown Associate Community Program Coordinator Daniel Martin; and

**WHEREAS**, the Town of Aberdeen and its Board of Commissioners understand that the Downtown Associate Community program will focus on the organizational development process for up to three years in order to create a sustainable downtown organizational structure to implement a vision, develop strategies and produce action plans; and

**WHEREAS**, the Town of Aberdeen is dedicated to utilizing the foundation of the National Main Street Center's *Main Street Four-Point Approach*® to downtown revitalization and the principles of Organization, Design, Promotion and Economic Restructuring; and

**WHEREAS**, the Town of Aberdeen recognizes the nationwide success of the principles of the Main Street Program for creation of new businesses, significant private sector capital investment that increases the property tax base and a significant increase in net employment; and

**WHEREAS**, the Town of Aberdeen will agree to budget up to \$5,000 for fiscal year 2015-2016, in order to reimburse the NC Main Street Center for travel related expenses at the current IRS rate as well as meals and lodging at the state per diems when applicable and for travel and training of designated coordinator for the local Downtown Associate Community program; and

**WHEREAS**, the Town of Aberdeen acknowledges that if selected to participate in the Downtown Associate Community program, that the Town will sign a Memorandum of Understanding (MOU) with the N.C. Department of Commerce, NC Main Street Center, outlining the requirements for participation in the Downtown Associate Community program with the NC Main Street Center; and

**WHEREAS**, the Town of Aberdeen agrees that if selected acknowledging that selection does not guarantee future designation as a NC Main Street community; and

**WHEREAS**, the Town and its Board of Commissioners understand that the foundation of a successful local Downtown Associate Community program is based in the knowledge that both the public and private sectors have a vital interest in the success of the downtown business district and must partner together in order for it to succeed.

**NOW THEREFORE BE IT RESOLVED** that the Town of Aberdeen Board of Commissioners endorses the Town of Aberdeen's application to the North Carolina Department of Commerce, NC Main Street Center for participation in the Downtown Associate Community program; and

**BE IT FURTHER RESOLVED** that the Town of Aberdeen and its Board of Commissioners commit \$93,771.03 for funding of the Downtown Development staff salary and operating and programming costs to the administration of the local Downtown Associate Community program for the 2015/2016 Fiscal Year.

**ADOPTED BY THE BOARD OF COMMISSIONERS of ABERDEEN THIS  
22<sup>nd</sup> DAY OF JUNE, 2015.**

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Robert A. Farrell, Mayor

ATTEST:

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Regina M. Rosy, Town Clerk

**RESOLUTION  
DESIGNATING THE COORDINATING ENTITY FOR THE LOCAL  
DOWNTOWN ASSOCIATE COMMUNITY PROGRAM**

**WHEREAS**, the Town of Aberdeen desires to be selected as a community participating in the Downtown Associate Community program by the NC Main Street Center; and

**WHEREAS**, the Town of Aberdeen and its Board of Commissioners understand that the North Carolina Department of Commerce, NC Main Street Center requires that one entity shall be charged by the Town with managing and implementing the local Downtown Associate Community program.

**NOW THEREFORE BE IT RESOLVED** that the Aberdeen Board of Commissioners hereby designates the Town of Aberdeen's Planning Department to administer the local Downtown Associate Community program for the Town of Aberdeen.

**ADOPTED BY THE BOARD OF COMMISSIONERS of ABERDEEN THIS 22<sup>nd</sup> DAY  
OF JUNE, 2015.**

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Robert A. Farrell, Mayor

ATTEST:

---

Regina M. Rosy, Town Clerk

## Town of Aberdeen Downtown Program Budget

### DOWNTOWN ASSOCIATE COMMUNITY WORKING BUDGET DEVELOPMENT FORM

	2015/2016	2015/2016 SubTotals	2015/2016 Extended Totals
<b>INCOME</b> (List all sources of revenue for your downtown program)			
<b>PUBLIC INVESTMENT</b>			
Investment/Grant (Current budgeted amount, including manager salary and benefits)	\$ 93,771.03		
City/Town Investment/Grant	\$ -		
County Investment/Grant	\$ -		
Municipal Service District	\$ -		
<b>PRIVATE INVESTMENT</b>			
Program Sponsorships	\$ -		
Earned Income - Special Events	\$ -		
Signature Fundraising Events	\$ -		
Membership Campaigns	\$ -		
Donations/Donor Bequests	\$ -		
<b>GRANTS</b>			
Federal/State Grants	\$ -		
Corporate/Business Grants	\$ -		
Foundation Grants	\$ -		
<b>INTEREST Earned on Investments</b>	\$ -		
<b>TOTAL REVENUE</b>	<b>\$ 93,771.03</b>	<b>\$ 93,771.03</b>	<b>\$ 93,771.03</b>
<b>EXPENDITURES</b> (List all expenditures for your downtown program)			
<b>PERSONNEL COSTS</b>			
Salary & Wages	\$ 42,000.00		
Example -Benefits (Health Insurance, 403B, etc.)	\$ 13,271.03		
<b>PERSONNEL COSTS</b>	<b>\$ 55,271.03</b>	<b>\$ 55,271.03</b>	
<b>OPERATING COSTS</b>			
<b>Rent/Leases</b>			
Example -Office Rent	\$ -		
Example -Utilities	\$ -		
	\$ -	\$ -	
<b>Telephone &amp; Technology</b>			
Example -Telephone/Long Distance/Internet	\$ -		
Website	\$ -		
Example -Domain Registrations/Hosting Fees	\$ -		
	\$ -	\$ -	
<b>Office Supplies &amp; Equipment</b>			
Example -Equipment & Furnishing	\$ -		
Computers	\$ -		
Example -Computers Equipment /Software/Repair	\$ -		
Example -Postage & Stamps	\$ -		
Example -Office Supplies	\$ -		



6/18/2015

(List your beautification & streetscape expenditures here. Add lines as needed)	\$ 12,000.00		
	\$ 12,000.00	\$ 12,000.00	
<b>Public Space Improvements</b>			
(List your public space initiatives expenditures here. Add lines as needed)	\$ -		
	\$ -	\$ -	
<b>SubTotal Design</b>		\$ 17,000.00	
<b>ECONOMIC RESTRUCTURING</b>			
<b>Market Analysis</b>	\$ 1,000.00		
(List your market analysis expenditures here. Add lines as needed)	\$ -		
	\$ 1,000.00	\$ 1,000.00	
<b>Business Retention</b>			
(List your business retention expenditures here. Add lines as needed)	\$ -		
	\$ -	\$ -	
<b>Business Expansion</b>			
(List your business expansion expenditures here. Add lines as needed)	\$ -		
	\$ -	\$ -	
<b>Business Recruitment</b>			
(List your business recruitment expenditures here. Add lines as needed)	\$ 2,750.00		
	\$ 2,750.00	\$ 2,750.00	
<b>Property Redevelopment</b>			
(List your property redevelopment expenditures here. Add lines as needed)	\$ 1,000.00		
	\$ 1,000.00	\$ 1,000.00	
<b>Parking</b>			
(List your parking expenditures here. Add lines as needed)	\$ -		
	\$ -	\$ -	
<b>SubTotal Economic Restructuring</b>		\$ 4,750.00	
<b>PROGRAMMING COSTS</b>		\$ 29,750.00	
<b>TOTAL EXPENDITURES (Must =TOTAL REVENUE)</b>			\$ 93,771.03
<b>Difference between revenue &amp; Expenditures</b>			\$ -



## 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: Regina Rosy Department: Administration

Contact Phone # 910-944-4515 Date Submitted: 6/18/15

Agenda Item Title: Meeting Schedule Change

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:

The 2015 Meeting Schedule that was adopted by the Board this past December, has meeting dates listed in July. In order to take the month of July off, the 2 scheduled meetings in July will need to officially be canceled, so we will need a motion from the Board to cancel those meetings scheduled for July 13, 2015 and July 27, 2015.

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

# TOWN OF ABERDEEN 2015

## Mayor & Board of Commissioners

### Meeting Schedule



JAN						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APR						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

OCT						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEB						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MAY						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUG						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOV						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAR						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

SEP						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DEC						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- Holiday: TOWN OF ABERDEEN CLOSED
- Work Session at 6:00 p.m.
- Board Meeting at 6:00 p.m.



## 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:** Daniel Martin **Department:** Planning

**Contact Phone #** 910.944.4506 **Date Submitted:** 6/15/2015

**Agenda Item Title:** Grants Update Presentation

**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:**

The purpose of this item is to update the board on all "off schedule" grants managed by the Planning Dept.

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

**Town of Aberdeen**  
**Planning Department-Related Grants**  
**Status Updates**

**ABERDEEN BOARD OF COMMISSIONERS**

**Regular Board Meeting**

**Monday, June 22, 2015**

# Grant Status Summary

- All grants are “on schedule” with an exception for the following two:
  - #07-D-2451 (ITPP – Sewer Improvements)
  - #2013-125-60501-118 (Project Huggies)

# #07-D-2451 / CDBG (ITPP – Sewer Improvements)

- Close-out date: 1/31/2016
- Award Amount: \$243,000

<u>Activity</u>	<u>Performance</u>
❖ Sewer	On Schedule
❖ Administration	On Schedule
❖ Job Creation	Off Schedule

Grant Inception	Total Jobs Required	Total Jobs as of 3/23/2015	Additional Jobs Needed	Grant Closeout
2/6/2013	79	63	16	1/31/2016

# #2013-125-60501-118 / Building Reuse (Project Huggies)

- Close-out date: 2/27/2016
- Award amount: \$175,000

## Activity

- ❖ Building Reuse costs
- ❖ Job Creation

## Performance

- On Schedule
- Off Schedule

Grant Inception	Total Jobs Required	Jobs Created as of 3/23/2015	Additional Jobs Needed	Grant Closeout
2/27/2013	81	63	18	2/27/2016