



Vision Statement:

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

Agenda
Work Session
Aberdeen Town Board

April 11, 2016
Monday, 6:00 p.m.

Robert N. Page Municipal Building
Aberdeen, North Carolina

1. Conditional Use Permit #16-01 for a Major Subdivision submitted by Bob Koontz. **Public Hearing and New Business on 4/25/16**
2. Conditional Use Permit #16-03 for a Major Subdivision submitted by Habitat for Humanity. **Public Hearing and New Business on 4/25/16**
3. UDO Text Amendment #16-03 Regarding Allowable Uses in the Downtown Retail Overlay District. **Public Hearing and New Business on 4/25/16**
4. Conditional Zoning #16-02 submitted by James Robey Brown, Jr. and Margaret Brown for Properties Located on Old Course Road. **Public Hearing and New Business on 4/25/16**
5. UDO Text Amendment #16-02 Regarding Lawn and Garden Centers in the C-I District. **Public Hearing and New Business on 4/25/16**
6. Appointment of Jim Thomas to the Moore County Transportation Committee. **Consider action at Work Session**
7. Fiscal Year 2016-2017 Budget Scenarios. **Information Only**
8. Sandhill's Model Railroad Club Lease Agreement Renewal. **Consider action at Work Session**
9. Municode Proposal. **Information Only**
10. Other Business.

11. Closed Session pursuant to N.C.G.S. 143-318.11(a) (6) to consider the qualifications, competence, performance, and conditions of appointment of a public officer or employee.
12. Adjournment.

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



TOWN OF ABERDEEN AGENDA ITEM ACTION REQUEST FORM

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

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

Contact Phone # 4517 **Date Submitted:** 4/4/16

Agenda Item Title: Conditional Use Permit CU #16-01 for a Major Subdivision Submitted by Bob Koontz

Work Session - Board Action (date of meeting should be filled in on line) :	
Information Only _____	
Public Hearing <u>4/25/16</u> _____	
Approval at work session - immediate action _____	
Regular Board Meeting - Board Action (date of meeting should be filled in on line):	
New Business _____	Information Only _____
Old Business _____	Consent Agenda _____
Public Hearing _____	Informal Discussion & Public Comment _____
Other Business _____	

Summary of Information:

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



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

MEMORANDUM TO THE BOARD OF COMMISSIONERS – April 11, 2016 Work Session

Applicant:

Bob Koontz, on behalf of Dabbs Brothers, LLC

Request:

Conditional Use Permit CU #16-01 for a Major Subdivision

Location:

Pee Dee Road, west of Parkway Drive

Zoning:

R10-10

Prepared by:

Pamela Graham,
Planning Director

Description of Conditional Use Permit Request

Bob Koontz, on behalf of Dabbs Brothers, LLC requests a conditional use permit (CUP) for a forty (40) lot single family residential subdivision on three contiguous tracts comprising a total of 23.07 acres. The property is accessed from Pee Dee Road just west of Parkway Drive and approximately 860 feet north of the Sandy Springs development. The applicant seeks approval of the use, open space, and number of lots subject to final engineering through the Site Plan Review process.

Recommendation

Staff recommends that the Board schedule Conditional Use Permit CU #16-01 for Public Hearing and New Business on April 25, 2016 so that input from the public may be accepted and the applicant may receive a decision on the proposal.



TOWN OF ABERDEEN AGENDA ITEM ACTION REQUEST FORM

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

Contact Phone # 4517 **Date Submitted:** 4/4/16

Agenda Item Title: Conditional Use Permit CU #16-03 for a Major Subdivision Submitted by Habitat for Humanity

Work Session - Board Action (date of meeting should be filled in on line) :	
Information Only _____	
Public Hearing <u>4/25/16</u>	
Approval at work session - immediate action _____	
Regular Board Meeting - Board Action (date of meeting should be filled in on line):	
New Business _____	Information Only _____
Old Business _____	Consent Agenda _____
Public Hearing _____	Informal Discussion & Public Comment _____
Other Business _____	

Summary of Information:

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



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

MEMORANDUM TO THE BOARD OF COMMISSIONERS – April 11, 2016 Work Session

Applicant:

Habitat for
Humanity of the NC
Sandhills, Inc.

Request:

Conditional Use
Permit CU #16-03
for a Major
Subdivision

Location:

West side of
Thomas Ave., north
of Arnold Ave.

Zoning:

R10-10

Prepared by:

Pamela Graham,
Planning Director

Description of Conditional Use Permit Request

Habitat for Humanity, Inc. requests a conditional use permit (CUP) for a nine (9) lot single family residential subdivision on a total of 5.03 acres. The property is accessed from the west side of Thomas Avenue and is north of Arnold Avenue and approximately 830 feet south of Longleaf Road. The applicant seeks approval of the use, open space, and number of lots subject to final engineering through the Site Plan Review process.

Recommendation

Staff recommends that the Board schedule Conditional Use Permit CU #16-03 for Public Hearing and New Business on April 25, 2016 so that input from the public may be accepted and the applicant may receive a decision on the proposal.



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 # 944.4506 **Date Submitted:** 4/4/16

Agenda Item Title: Public Hearing for Text Amendment UDO #16-03 Regarding Allowable Uses in the Downtown Retail Overlay District (DROD)

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 4/25/16 **Informal Discussion & Public Comment** _____
Other Business _____

Summary of Information:

On March 28, 2016 a public hearing was held in reference to text amendments regarding allowable uses in the DROD. Three of the five amendments were approved. The Board requested staff to research the remaining uses ("neighborhood bars" and "bars") further to see how municipalities handled the enforcement of location in relation to churches. Staff is compiling information in preparation for the April 25th meeting.

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



MEMORANDUM TO THE BOARD OF COMMISSIONERS – April 11, 2016 Work Session

Applicant:

James Robey
Brown, Jr and
Margaret Brown

Request:

Conditional Zoning
Request CZ #16-02

Location:

Old Course Road

Existing Zoning:

R20-16

Requested Zoning:

R20-16-CD

Prepared by:

Pamela Graham,
Planning Director

History and Description of Conditional Zoning Request

James Robey Brown, Jr. and Margaret McIntyre Brown have submitted an application to request a Conditional Zoning CZ #16-02 from R20-16 to R20-16-CD for property located on Old Course Road in Aberdeen. The applicant intends to prepare the property for completion of the condominium development known as “Villas at The Pit”, originally approved as CU #05-02 in 2005. As the 2005 conditional use permit specified that “all work on the conditional use must be completed within five years of board approval or the permit shall be null and void”, continued development of the project requires a new application.

The project was originally approved as a Residential Planned Development; this designation still exists in the UDO, however it requires a minimum of eight acres of net buildable area for properties located within the Town’s primary corporate limits. The total acreage of the five lots in this proposal is 2.96. The Table of Permissible Uses does not allow multi-family uses in the R20-16 Zoning District, and condominiums are defined as multi-family by our UDO. Staff has advised the applicant that a conditional zoning is an option for this property, which would allow all currently permitted uses in the R20-16 District to remain, but would allow an additional use to be added for these parcels only that could accommodate the proposal and allow the development to be completed.

Recommendation

Staff recommends that the Board schedule Conditional Zoning CZ #16-02 for Public Hearing and New Business on April 25, 2016 so that input from the public may be accepted and the applicant may receive a decision on the proposal.



TOWN OF ABERDEEN AGENDA ITEM ACTION REQUEST FORM

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

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

Contact Phone # 4517 **Date Submitted:** 4/4/16

Agenda Item Title: Text Amendment UDO #16-02 Regarding Lawn and Garden Centers in the C-I District

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

Information Only _____

Public Hearing 4/25/16

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:

Staff requests that the Board consider an amendment to:

1. Add a category for Lawn and Garden Centers to the Table of Permissible Uses as indicated in the attached draft;
2. Add definitions for Lawn and Garden Center and Plant Nursery to the Definitions section of the UDO as indicated in the attached draft.

Schedule for Public Hearing on 4/25/16.

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

Section 152-146: Table of Permissible Uses

Z = Zoning by Right, S = Special Use Permit, C = Conditional Use Permit																	
Description	RA	R30-18	R20-16	R18-14	R15-12	R10-10	R6-10	MH	PUD	B-1	HC	GC	B-2	B-3	O-I	C-I	I-H
2.000 RETAIL AND WHOLESALE SALES AND RENTAL OF GOODS, MERCHANDISE AND EQUIPMENT																	
2.100 No storage or display of goods outside fully enclosed building																	
2.110 Retail sales or rentals with high-volume traffic generation										C	C	C	C	C	C	C	
2.111 ABC stores										Z	Z	Z	Z	Z	Z	Z	
2.112 Convenience stores (no gasoline sales)										Z	Z		Z	Z		C	
2.113 Convenience stores (including gasoline sales)											C		C	C		C	C
2.120 Retail sales or rentals with low-volume traffic generation										Z	Z	Z	Z	Z		Z	
2.130 Wholesale sales (does not include bulk petroleum stations)										S	S	S	S	S		S	S
2.140 Bulk petroleum stations											C						C
2.150 Drive-through windows											Z	Z	Z	Z		Z	
2.160 Retail sales with subordinate manufacturing and processing										C	Z	Z	Z	Z		Z	
2.170 Auction hall										Z	Z	Z	Z				
2.180 Farm equipment sales and service											Z					Z	Z
2.190 Lawn & Garden Centers										S	Z	Z	S			Z	

Section 152-146: Table of Permissible Uses

Z = Zoning by Right, S = Special Use Permit, C = Conditional Use Permit																	
Description	RA	R30-18	R20-16	R18-14	R15-12	R10-10	R6-10	MH	PUD	B-1	HC	GC	B-2	B-3	O-I	C-I	I-H
2.200 Display of goods outside fully enclosed building																	
2.210 Retail sales or rentals with high-volume traffic generation											C	C	C				
2.220 Retail sales or rentals with low-volume traffic generation											Z	Z	Z				
2.230 Wholesale sales (does not include bulk petroleum stations)											C	Z	Z			Z	Z
2.240 Bulk petroleum stations												C					C
2.250 Drive-through windows												Z	Z				
2.260 Farm equipment sales and service												S				S	S
2.270 Lawn & Garden centers											S	Z	S	S		S	
2.300 Storage of goods outside fully enclosed building																	
2.310 Retail sales or rentals with high-volume traffic generation												C	C				
2.320 Retail sales or rentals with low-volume traffic generation												Z	Z				
2.330 Wholesale sales (does not include bulk petroleum stations)												S	S			S	S
2.340 Bulk petroleum stations												C					
2.350 Drive-through windows												Z					
2.360 Farm equipment sales and service												S				S	S
2.370 Lawn & Garden Centers											S	S	S	S		S	



TOWN OF ABERDEEN AGENDA ITEM ACTION REQUEST FORM

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

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

Contact Phone # 4517 **Date Submitted:** 4/5/16

Agenda Item Title: Appointment of Jim Thomas to the Moore County Transportation Committee (MCTC)

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

Information Only _____

Public Hearing _____

Approval at work session - immediate action 4/11/16

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:

A replacement is needed to represent Aberdeen on the Moore County Transportation Committee. Commissioner McMurray is currently listed on the Committee's roster, with Mayor Farrell as an alternate.

The Committee meets on an as-needed basis to discuss transportation issues within the County and to coordinate with TARPO multi-county efforts. Representatives on the Committee may be a staff person or an elected official.

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

NAME	ORGANIZATION	NUMBER	ADDRESS	ST	ZIP	EMAIL
Pat Ann McMurray	Aberdeen	910-944-7408	PO BOX 785	NC	28315	patmm@windstream.net
Robbie Farrell	Aberdeen Alternate	910-944-7776	1011 Devonshire Trail	NC	28315	randlfarrell@mindspring.com
Charles Trent	Cameron	910-783-5414	146 McPherson Street	NC	28326	ctrent@centurylink.net
Carol Lucas	Cameron Alternate	910-245-3212	PO BOX 248	NC	28326	cameronnc@townofcameron.com
Kathy Liles	Carthage	910-464-1551	1577 Caviness Town Road	NC	27325	liles.katherine@gmail.com
Karen O'Hara	Carthage Alternate	910-947-2331	4396 US HWY 15-501	NC	28327	kpohara.admin@townofcarthage.org
Mick McCue	Foxfire	910-400-5142	1 Town Hall Drive	NC	27281	mickmc@nc.rr.com
Victor Koos	Foxfire Alternate	910-673-5568	1 Town Hall Drive	NC	27281	vikoos@aol.com
Jerry Daeke	MC BOC	910-281-4059	270 The Daeke Way	NC	28315	jdaeke@moorecountync.gov
Milton Dowdy	MC BOC Citizen District 1	910-639-5472	355 Needmore Road	NC	28327	jerbrado@embarqmail.com
Tom Carr	MC BOC Citizen District 2	910-783-7999	611 Broken Ridge Trail	NC	27376	tomcarr@mclendonhills.com
Eugene Lewis	MC BOC Citizen District 3	910-948-3902	744 Flint Hill Church Road	NC	27325	catbird@embarqmail.com
Mark Parckard	MC BOC Citizen District 4	910-215-2604	PO BOX 1149	NC	28374	mpackard@bbandt.com
Ralph Harris	MC BOC Citizen District 5	910-944-1901	1432 Roseland Road	NC	28315	ralphharris@nc.rr.com
Jerry Williams	Pinebluff	910-281-4294	325 East Baltimore Avenue	NC	28373	brassman@mindspring.com
Sharon Fox	Pinebluff Alternate	910-281-4913	510 East New England Avenue	NC	28373	foxrunnc@hotmail.com
John Cashion	Pinehurst	910-295-0305	11 McMichael Drive	NC	28374	johnrcashion@vopnc.org
John Strickland	Pinehurst Alternate	910-295-0534	185 Everett Road	NC	28374	johnstrickland@vopnc.org
Jeff Sheffield	Robbins	910-948-2431	PO BOX 296	NC	27325	robbinsmanager@embarqmail.com
Lonnie English	Robbins Alternate	910-571-1649	PO BOX 153	NC	27325	lenglish@mountaire.com
Fred Walden	Southern Pines	910-692-1664	180 SW Broad Street	NC	28387	fredwalden@hotmail.com
Jim Simeon	Southern Pines Alternate	910-693-9910	49 Paddock Lane	NC	28387	jsimeon@nc.rr.com
Ulysses Barrett	Taylortown	910-295-4010	PO BOX 1503	NC	28374	taylortownclerk2@gmail.com
Eddie Callahan	Vass	910-684-4498	440 Etta Grove Court	NC	28394	edcall58@yahoo.com
George Blackwell	Vass Alternate	910-245-3591	PO BOX 158	NC	28394	dede1955@charter.net
Rora Kellis	Vass Alternate	910-245-2805	2960 US HWY 1	NC	28394	rmkellis@embarqmail.com
Bob Kissinger	Whispering Pines	910-949-3117	10 Pine Ridge Drive	NC	28327	bkissinger@whisperingpinesnc.net
Linda Christopher	Whispering Pines Alternate	910-949-3141	10 Pine Ridge Drive	NC	28327	lchristopher@whisperingpinesnc.net

NCDOT

Rob Stone robstone@ncdot.gov
Darius Sturdivant ddsturdivant@ncdot.gov
Matt Day mday@ticoq.org
Scott Walston swalston@ncdot.gov



TOWN OF ABERDEEN AGENDA ITEM ACTION REQUEST FORM

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

Submitted By: Bill Zell Department: Administration

Contact Phone # _____ Date Submitted: 4/5/2016

Agenda Item Title: Budget Scenarios

Work Session - Board Action (date of meeting should be filled in on line) :	
Information Only <u>XX</u>	_____
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:

So that we can start the budget discussions Finance Officer Beth Wentland and I have put together four budget scenarios that will give you various options with the many requests that our Department Heads have made for next year. My plan is to go over each scenario to make sure you understand what we're showing you and to allow you to make the best decisions going forward.

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

Budget Scenario #1

Budget's status: Expenditures currently over projected revenues by -	\$ 1,222,034
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In this scenario, if we -

Expenditures:

Drop the new investigator position	\$ (44,871)
Drop all capital requests from Police:	
-the 6 new police vehicles (for Take Home Vehicle Program)	\$ (217,000)
-the multi-purpose room trailer	\$ (10,200)
Drop the 6 new firefighter positions	\$ (206,615)
Drop all capital requests from Fire/Rescue:	
-the Squad 41 vehicle	\$ (175,000)
-the staff vehicle for inspector	\$ (36,000)
-the AVL software	\$ (7,500)
Drop all capital requests from Planning:	
-Master Sign Plan-Phase 3	\$ (20,000)
-Downtown Master Plan	\$ (45,000)
-US#1 Pedestrian Crossing, Town Match for Engineering	\$ (4,000)
Drop all capital requests from Parks & Recreation:	
-Engineering/Improvements for a portion of Aberdeen Lake Park Trail	\$ (50,000)
-New playground equipment for Sharpe Park	\$ (12,000)
-JC Hut Shelter removal	\$ (3,000)
-Painting at Aberdeen Lake Shelter	\$ (3,000)
Drop all capital requests from Streets/Beautification:	
-2016 F350 4x2 3/4-Ton Crewcab Truck	\$ (31,128)
-2017 7500 4x2 International Dump Truck with snowplow/salt spreader	\$ (115,400)

Revenues:

No Tax Increase	\$ -
No appropriation from Fund Balance (for Powell Bill Only)	\$ -
No appropriation from Fund Balance	\$ -
No Loan Proceeds	\$ -

With this scenario, the result is expenditures over revenues by -	\$ 241,320
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Budget Scenario #2

Budget's status: Expenditures currently over projected revenues by -	\$ 1,222,034
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Status of Balancing the Budget

Revenues Budget Total	6,869,776
Expenditure Budget Total	8,091,810
Difference	(1,222,034)

In this scenario, if we -

Expenditures:

Police:

(New investigator position remains in budget)

Drop 3 new police vehicles (of the 6 requested) \$ (108,501)
(Multi-purpose room trailer remains in capital budget)

Fire/Rescue:

Drop the 6 new firefighter positions \$ (206,615)
 Drop the Squad 41 vehicle \$ (175,000)
(New staff vehicle for inspector and the AVL software remains in capital budget)

Planning:

Reduce Downtown Master Plan figure from \$45,000 to \$25,000 \$ (20,000)
(Master Sign Plan-Phase 3 & US#1 Pedestrian Crossing/Town match-engineering remains in capital budget)

Parks & Recreation:

Reduce Engineering/Improvements for a portion of Aberdeen Lake Park Trail \$ (30,000)
(Sharpe Park playground equipment, JC Hut shelter removal, and painting of Aberdeen Lake Shelter remain in capital budget)

Streets/Beautification:

Drop the new dump truck with snowplow/salt spreader \$ (115,400)
(New F350 Crewcab Truck remains in capital budget)

Debt Service:

Add in new debt payment for financing: \$ 63,812
 3 police vehicles, 1 staff vehicle for fire inspector, & 1 Streets crewcab truck

Revenues:

Include 2-cent tax increase \$ 154,840
 Include appropriation from Fund Balance (for Powell Bill Only) \$ 81,000
 Include appropriation from Fund Balance \$ 219,000
 Estimated Loan Proceeds \$ 175,628

With this scenario, the result is expenditures under revenues by -	\$ 138
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	Totals before changes	Budget Changes	New Budget Totals
Revenues Budget Total	6,869,776	630,468	7,500,244
Expenditure Budget Total	8,091,810	(591,704)	7,500,106
Difference	(1,222,034)	38,764	138

Budget Scenario #3

Budget's status: Expenditures currently over projected revenues by -	\$ 1,222,034
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Status of Balancing the Budget

Revenues Budget Total	6,869,776
Expenditure Budget Total	8,091,810
Difference	(1,222,034)

In this scenario, if we -

Expenditures:

Police:

(New investigator position remains in budget)

Drop 2 new police vehicles (of the 6 requested) \$ (72,334)

(4 police cars & multi-purpose room trailer remains in capital budget)

Fire/Rescue:

Drop the 6 new firefighter positions \$ (206,615)

Drop staff vehicle for inspector \$ (36,000)

Reduce requested amount for Squad 41 vehicle \$ (25,000)

(Squad 41 vehicle and the AVL software remains in capital budget)

Streets/Beautification:

Drop F350 Crewcab Truck \$ (31,128)

Debt Service:

Add in new debt payment for financing: \$ 114,818

4 police vehicles, 1 Squad 41 vehicle, and 1 dump truck

Revenues:

Include 3-cent tax increase \$ 232,260

Include appropriation from Fund Balance (for Powell Bill Only) \$ 81,000

Include appropriation from Fund Balance \$ 219,000

Estimated Loan Proceeds \$ 410,066

With this scenario, the result is expenditures over revenues by -	\$ (23,449)
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	Totals before changes	Budget Changes	New Budget Totals
Revenues Budget Total	6,869,776	942,326	7,812,102
Expenditure Budget Total	8,091,810	(256,259)	7,835,551
Difference	(1,222,034)	686,067	(23,449)

Budget Scenario #4

Budget's status: Expenditures currently over projected revenues by -	\$ 1,222,034
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Status of Balancing the Budget

Revenues Budget Total	\$ 6,869,776
Expenditure Budget Total	\$ 8,091,810
Difference	\$ (1,222,034)

In this scenario, if we -

Expenditures:

Police:

(New investigator position remains in budget)

(6 new police vehicles & multi-purpose room trailer remain in budget)

Fire/Rescue:

Drop the 6 new firefighter positions \$ (206,615)

Drop staff vehicle for inspector \$ (36,000)

Reduce requested amount for Squad 41 vehicle \$ (25,000)

(Squad 41 vehicle and the AVL software remains in capital budget)

(All capital item requests for Police, Planning, Parks & Rec, and Streets remain in budget.)

Debt Service:

Add in new debt payment for financing: \$ 143,789

6 police vehicles, Squad 41 vehicle, F350 crewcab truck, and 1 dump truck

Revenues:

Include 4-cent tax increase \$ 309,680

Include appropriation from Fund Balance (for Powell Bill Only) \$ 81,000

Include appropriation from Fund Balance \$ 194,000

Estimated Loan Proceeds \$ 513,528

With this scenario, the result is a Balanced Budget	\$ -
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	Totals before changes	Budget Changes	New Budget Totals
Revenues Budget Total	6,869,776	1,098,208	7,967,984
Expenditure Budget Total	8,091,810	(123,826)	7,967,984
Difference	(1,222,034)	974,382	0



TOWN OF ABERDEEN AGENDA ITEM ACTION REQUEST FORM

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

Submitted By: Bill Zell **Department:** Administration

Contact Phone # _____ **Date Submitted:** 4/5/2016

Agenda Item Title: Sandhill's Model Railroad Club Lease Agreement Renewal

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

Regular Board Meeting - Board Action (date of meeting should be filled in on line):
New Business _____ Information Only _____
Old Business _____ Consent Agenda _____
Public Hearing _____ Informal Discussion & Public Comment _____
Other Business _____

Summary of Information:
We are requesting the Board approve the new lease agreement with the Model Railroad Club. The current lease expires on May 7th. It's been ten (10) years since they leased this space and the new lease is for another ten (10) years. Our Attorney TC Morphis has approved the lease and we have advertised that the space they're using will continue to be used by them upon approval by the Board. The Model Railroad Club has done an outstanding job and is a major attraction for our downtown.

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

STATE OF NORTH CAROLINA
MOORE COUNTY

LEASE AGREEMENT

This Lease Agreement (“Lease Agreement”) dated and entered into the 8th day of May, 2016, by and between the TOWN OF ABERDEEN, a North Carolina municipal corporation with its offices located at 115 Poplar Street, P.O. Box 785, Aberdeen, North Carolina 28315 (the “Lessor”); and the SANDHILL CENTRAL MODEL RAILROAD CLUB, Inc., a North Carolina not-for-profit corporation, (hereinafter the “Lessee”) with mailing address of P.O. Box 824, Aberdeen, NC 28315.

1. **Leased Premises.** In accordance with the terms of this Lease Agreement, Lessor does hereby demise and lease unto the Lessee a portion of the Old Railroad Depot Building located at 100 East Main Street in Aberdeen (the “Leased Portion”). The Lessee shall have and hold said Leased Portion, together with all privileges and appurtenances thereunto belonging to the Lessee, for the term and upon the conditions hereinafter set forth in this Lease Agreement.

2. **Lease Term.** The term of this Lease shall be a ten (10) year period, beginning on May 8, 2016, to and including May 7, 2026, subject to the termination, and/or cancellation as set forth in this Lease Agreement.

3. **Rental.** Lessee shall pay to the Lessor annual rent of One Dollar (\$1.00) payable on the first day of June each year during the term of this Lease Agreement unless this Lease Agreement is sooner terminated. In addition and as additional rent, Lessee shall pay to the Lessor the sum of Seventy Five Dollars (\$75.00) on the first day of each month to be applied by Lessor to the cost of providing utilities to the Leased Portion.

Should Lessee fail and neglect to make any payment of rent or additional rent due or neglect or fail to do or perform any other matter agreed to be done and performed by Lessee, and

if Lessee shall remain in default for a period of ten (10) days after receipt of written notice from Lessor of such default, then Lessor may at Lessor's option, declare this Lease terminated and canceled and take possession of the Leased Premises without prejudice to any other legal remedy Lessor may have on account of such default.

4. **Covenant Of Title And Quiet Possession.** Subject to the terms, provisions and conditions herein set forth, the Lessor covenants, represents, warrants and agrees that Lessee, its permitted successor and assigns, shall have and enjoy the Leased Premises during the term hereof free from adverse claims of any and all other persons whomsoever.

5. **Use Of Leased Portion.** The Leased Portion shall be used for the sole purpose of promoting interest in the historical contribution of the railroad to the development of Aberdeen in particular and the State of North Carolina in general through educational programming, including, but not limited to, conducting "open house" events to coincide with other Town sponsored activities and holidays such, but not limited to, as July 4th, Holiday Season activities, Spring Spree and the Sardine Festival. Should Lessee cease or discontinue providing such programming services, then this Lease Agreement shall automatically be terminated and Lessee shall vacate and surrender the Leased Premises within thirty (30) days of receipt of written notice to do so from Lessor.

6. **Acceptance Of Leased Portion.** Lessee accepts the Leased Portion in as-is condition, and the Lessor makes no representations or warranties regarding the condition of the Leased Premises.

7. **Alteration And Improvements.** The Lessee shall have the right and privilege at any time during the term of this Lease to make, at its own expense, such changes, improvements and alterations to the Leased Portion of the Premises as the Lessee may desire, provided that (i) such work is done in accordance with applicable laws, codes, regulations and historic district principals and guidelines; (ii) such work is done at the sole cost and expense of

the Lessee; and (iii) that such work shall be done only with written permission of the Aberdeen Town Manager, which permission shall not be unreasonably withheld. Upon the termination or expiration of this Lease, all the said improvements shall remain in the Leased Portion of the Premises and become the sole property of the Lessor, and the Lessee will take any and all action and sign any and all documents reasonably required by the Lessor to effect or confirm the Lessor's ownership of said improvements. Any model railroad constructed by Lessee shall not be considered "improvements" herein and may be removed by Lessee at the termination or expiration of this Lease Agreement.

8. **Fixtures.** The Lessee may, during the term of this Lease, remove from the Leased Portion all fixtures which the Lessee may have installed at its own expense in the said Leased Portion, or otherwise acquired, provided that Lessee is not in default under any of the terms and conditions of this Lease and provided further that the fixtures can be removed without injury to the Leased Portion. Lessee shall repair any damages to the Leased Portion caused by the removal of fixtures.

9. **Utilities/Miscellaneous Services.** All applications and connections for necessary utility services, including but not limited to, gas, water and sewer, fuel, electricity, shall be made in the name of the Lessor and, as set forth in paragraph 3 above, Lessee shall pay additional rent to the Lessor each month to help defray the cost of such utilities for the Leased Portion. Any other services shall be made in the name of and paid for by Lessee.

Lessor will be responsible for building property insurance on a replacement cost basis. Lessee shall be responsible for insuring its personal property, furniture and equipment at the Leased Portion.

10. **Damage Or Destruction By Fire Or Other Casualty.** In the event of damage to the Leased Portion by fire, vandalism or theft, other casualty or other act of God, the Lessee shall give immediate notice thereof to Lessor who shall, except as provided below, have

the damage to the Leased Premises repaired with reasonable speed at the Lessor's expense, due allowance being made for reasonable delay which may arise by reason of adjustment of losses under insurance policies on the part of the Lessor and/or Lessee or any other cause beyond the Lessor's control, and to the extent that the Leased Portion are rendered unusable, the rent shall be proportionately abated. If, however, damage to the Leased Portion is so extensive that the Lessor, in its sole discretion, decides not to repair or rebuild, this Lease Agreement, at the option of the Lessor, shall be terminated upon written notice to the Lessee. In the case of termination under this section, rent due shall be prorated as of the date of the damage.

11. **Indemnification And Liability Insurance.** The Lessor, its officials, agents, and employees, shall not be liable for any damage to property or person by reason of the Lessee's use or occupancy of the Leased Portion, and the Lessee agrees to hold Lessor, its officials, agents and employees, harmless from and against all claims, suits, demands, actions, and the cost and expense thereof, including attorney's fees, arising out of any property damage or personal property whatsoever occurring in or on the Leased Portion.

The Lessee further agrees that it will procure and keep in force at its expense Commercial General Liability ("CGL") insurance in an amount of not less than \$2,000,000 in respect to bodily injury, disease, illness or death suffered by any one person; \$2,000,000 in respect to any one occurrence; and \$2,000,000 in respect to damage or destruction of property arising out of any one accident, which policy or policies of insurance shall show Lessor as an additional insured. Lessee shall furnish a certificate of insurance to Lessor evidencing said coverage, and said policy shall provide that the insurance required by this Lease Agreement may not be canceled without written notice to the Lessor at least thirty (30) days prior to any cancellation.

12. **Property Insurance And Taxes.** Subject to paragraph 11 above, Lessor shall keep the building on the Leased Portion insured against loss or damage by fire or other casualty to the extent of the replacement cost thereof, excluding fixtures made by Lessee. Lessee, in its

sole cost and expense, may also keep all property and interests in property owned by Lessee located on or in the Leased Portion insured for the benefit of Lessee in such amount and to such extent as Lessee determines desirable against loss or damage by fire and against such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to said property.

Lessee shall pay all ad valorem taxes and assessments which may be assessed, levied or charged against the Leased Portion by governmental authorities, and the Lessee shall pay all operating license fees for the conduct of its business and all ad valorem taxes and other governmental or public charges assessed, levied or charged against its personal property, trade fixtures, inventory, stock or merchandise and other property owned by Lessee.

13. **Maintenance And Repairs.** During the term of this Lease, the Lessor shall keep and maintain the Leased Portion, including roof and the exterior walls of the building, in good working order and condition at Lessor's sole expense.

14. **Surrender Of Possession.** Upon the termination of this Lease, the Lessee shall surrender the Leased Portion to Lessor in good order and condition and state of repair, ordinary wear and tear excepted.

15. **Covenant not to Sue; Waiver Of Subrogation.** Lessor and Lessee, each for itself and its representatives, officers, officials, employees, successors and assigns, covenants and agrees with the other that no claim shall be made, and that no suit or action, either at law or in equity, shall be brought by either party, or any person, firm or corporation claiming by, through or under Lessor or Lessee, their heirs, representatives, officers, officials, employees, successors, or assigns, against the other, or their officers, officials, employees, agents, successors, or assigns, for any loss, cost or damage to the Leased Portion, or the building in which the Leased Portion is situated, or any improvements or other property located thereon, caused by or resulting from fire, explosion, or other casualty of whatsoever maintained on the Leased Portion or the contents

thereof. Notwithstanding the foregoing, either party may sue or seek other legal remedy for the negligent or intentional acts or omissions of the other party, its heirs, representatives, officers, officials, employees, successors, or assigns. All policies of insurance carried and maintained pursuant to this Lease shall contain or be endorsed to contain a provision whereby the insured thereunder waives or is permitted to waive, prior to loss, all rights of subrogation against either Lessor or Lessee.

16. **Signs.** Lessee shall not erect, affix or display any awnings, signs or advertisements on the windows or exterior of the Leased Portion except (i) in compliance with applicable leases, codes, regulations and historic district principals and guidelines and (ii) with the written permission of the Aberdeen Town Manager, which permission shall not be unreasonable withheld.

17. **Insolvency Of Lessee.** In the event that the corporate entity comprising the Lessee is dissolved or otherwise rendered inactive, or a receiver is appointed to take possession of the assets of the Lessee, or a general assignment for the benefit of creditors of Lessee is made, or any action is taken against or allowed to be taken by Lessee under any bankruptcy act or Lessee becomes insolvent, then upon election of the Lessor, this Lease shall cease and terminate upon ten (10) days written notice to the Lessee.

18. **Default.** This Lease is made upon the condition that the Lessee shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and any of the following events shall be deemed a default:

- A. Any rent payment or any other sums required to be paid by the Lessee, or any part thereof, is at any time in arrears and unpaid for thirty (30) days after its due date;
- B. The Lessee fails to take any action or satisfy any other obligation required by this Lease Agreement and said failure continues for a period of twenty (20) days after written notice is given to the Lessee.

In the event of default, the Lessor may, in its sole discretion, declare this Lease Agreement terminated and may immediately take possession of the Lease Premises.

19. **Right Of Entry.** Lessor's agents, employees and officials shall have the right to enter the Leased Portion at all reasonable hours to examine same and make such alterations and repairs as may be necessary or desirable. Lessor shall give Lessee reasonable written or verbal notice of its intent to enter the Leased Portion.

20. **Notices.** Any written notice required by this Lease Agreement may be delivered by certified letter, facsimile or email to the following addresses:

AS TO LESSOR: Town of Aberdeen
 Attention: Town Manager
 Post Office Box 785
 Aberdeen, North Carolina 28315
 Fax: 910-944-7459
 Email: bzell@townofaberdeen.net

AS TO LESSEE: Sandhills Central Model Railroad Club, Inc.
 P O Box 824
 Aberdeen, North Carolina 28315
 Fax: _____
 Email: _____

Either of the parties hereto may change the notice information provided herein by giving written notice to the other party of said change.

21. **Paragraph Headings, Etc.** The paragraph headings throughout this instrument are for convenience and reference only, and words contained therein shall in no way be held to explain, modify, simplify, or aid in the interpretation, construction or meaning of the provisions of this Lease. Whenever used herein, a pronoun in the neutral gender shall include the masculine and feminine gender and the singular, the plural unless the context clearly indicates otherwise.

22. **Lease Binding On Heirs, Etc.; Modification; Assignment.** It is further hereby expressly agreed and understood that all covenants and agreements herein made shall extend to and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns. This Lease Agreement may be modified only with the

written consent of both parties. The Lessee may assign or this Lease Agreement or sublet all or any portion of the Leased Premises only with the written consent of the Lessor.

23. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements, representations, warranties or understandings with respect to the subject matter hereof.

24. **Identity Of Interest.** The execution of this Lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between the Lessor and Lessee the relationship of principal and agent or of partnership or joint venture and the relationship between them shall be only that of Lessor and Lessee.

26. **Controlling Law.** This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and any suit arising from this Lease Agreement shall be brought in the District or Superior Court of Moore County, North Carolina.

IN WITNESS WHEREOF, the Lessor and Lessee have, by and through their undersigned representatives, set their hands and seals as of the day and year first above written.

**SANDHILL CENTRAL MODEL
RAILROAD CLUB, INC.**

By: _____

Title: _____

ATTEST:

By: _____

Title: _____ (Seal)

TOWN OF ABERDEEN

By: _____
Robert Farrell, Mayor

ATTEST:

By: _____ (Seal)
Regina Rosy, Town Clerk



TOWN OF ABERDEEN AGENDA ITEM ACTION REQUEST FORM

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

Submitted By: Bill Zell / Regina Rosy **Department:** Administration

Contact Phone # 910-944-1115 **Date Submitted:** 4/5/16

Agenda Item Title: Municode Proposal

Work Session - Board Action (date of meeting should be filled in on line) :
Information Only 4/11/16
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:

At the Budget Retreat on 3/11/16, we discussed the Municode Proposal with the Board members. We would like to discuss the proposal in greater detail at the Work Session on 4/11/16 and get feedback from the Board. Attached is the Municode Proposal, and we would be requesting approval for Option 2 in the proposal, at a total cost of \$17,950. This cost can be split over 2 fiscal year budgets.

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



Municipal Code Corporation • P.O. Box 2235 Tallahassee, FL 32316
info@municode.com • 800.262.2633
fax 850.564.7492 • www.municode.com

March 9, 2016

Ms. Regina Rosy
Town Clerk
Town of Aberdeen
PO Box 785
Aberdeen, NC 28315

Sent via email: rosy@townofaberdeen.net

Ms. Rosy:

Thank you for recently speaking with our Regional Sales Representative, Scott Horton, and expressing interest in utilizing Municode for recodification and supplementation services. We are pleased to provide the Town of Aberdeen a proposal for a Legal review of the Code and a full Recodification. If the Legal review is selected then the Town can implement the findings by adopting ordinances or Municode can implement the findings and republish the code basically providing a full recodification.

Our team is driven by the desire to serve you and your citizens. We believe that quality customer relationships and exceptional service are what have set us apart in the legal codification industry since 1951. Our commitment to service inspires us to: provide you with the highest quality legal codification services in the industry; set the standard for online and mobile services; ensure that you receive the most accurate and timely supplements possible and to work with you as a long-term partner. Our desire to serve you is why we have chosen this profession.

Why Municode?

Integrity. *"Our word is our bond."* We believe that long-term relationships built on trust are built to stand the test of time. Our goal is to serve you and your citizens for the next 30 years or more.

Attorneys. We have a team of full-time attorneys. All of your legal work is completed by our experienced team of in-house attorneys.

Experience. With over 3,755 customers in all 50 states, we are the nation's most trusted and experienced codifier of local government codes in the nation, currently hosting over 3,180 municipal codes online. Our team of attorneys has an average of over 20 years of codification experience. With over 190 professionals committed to serving you, we have the depth of knowledge and experience that it takes to stay at the forefront of legal and technological developments.

Relationships. For over 65 years, we have earned the trust, loyalty and respect of our customers by focusing on what is most important to us: our customers. We have a team of customer service professionals dedicated to serving you, your team and your citizens. No matter what the challenge, we are here for you.

Technological Leadership. MunicodeNEXT is the nation's most advanced, accessible and intuitive website. With MunicodeNEXT, your staff and citizens can have access to your code of ordinances, all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated and a powerful search engine capable of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more. Our web tools are designed to make your job easier, your code more accessible and your citizens more informed.

Commitment to North Carolina. We are proud to serve 165 municipalities in the state of North Carolina. We regularly attend, support and sponsor the North Carolina Association of Municipal Clerks, the North Carolina City and County Clerks School, the North Carolina League of Municipalities, the North Carolina Association of County Commissioners, the North Carolina Association of County Clerks, and the North Carolina Planning Association.

Why Our Clients Love Us

Applying our Legal Experience. We have a large team of full-time attorneys. This is a crucial factor to consider when assessing the qualifications of a codification company that is being considered for legal publication and supplementation services. We have been in business for over 65 years and have worked for decades serving the biggest and most advanced municipalities in the nation, including our 165 clients located in North Carolina. No other codification company has this level of experience and knowledge that can be harnessed for your benefit.

Team Approach. We have 14 legal editorial teams, over 35 legal editors and over 20 legal proofreaders. By partnering with us, you are provided with a depth of legal talent that is unmatched in the industry. You and your citizens deserve the best and deserve to have a team that will be here to serve you no matter what the situation.

Customer Service. Our goal is to fully understand your unique needs. Your Municode Representative, Scott Horton, is able to meet with you in person anytime. Scott can also provide onsite training or host webinars throughout the term of the contract.

Your Representative. Municode's Eastern Regional Sales Representative, Scott Horton, is located in Raleigh, North Carolina. He is available to answer questions and meet with you, as needed. Scott worked in state government and local government for over 10 years and ensures that his clients get the best customer experience possible. Scott visits the North Carolina area often, attends the North Carolina Municipal League Conference, Clerks Conference and IIMC Conference, and is supported by our entire team in Tallahassee.

In 2015, the following 33 municipalities chose to leave their current codifier after comparing our qualifications, our experience, our reputation and our website with those of our competitors: Clark County, AK; Yuba City, CA; Fountain, CO; Lake City, CO; Salida, CO; Keystone Heights, FL; Arcade, GA; Leslie, GA; Highland Park, IL; Burlington, IA; Baltimore County, MD; Frostburg, MD; Newport MN; Walker, MN; Brookhaven, MS; Troy, MT; Culbertson, MT; Rutherfordton, NC; Waxhaw, NC; Roland, OK; Salem, OR; Lake City, SC; Morristown, TN; Corinth, TX; Floresville, TX; Kemp, TX; Huntington, WV; Stonewood, WV; Deerfield, WI; Wind Point, WI; St. Nazianz, WI; Random Lake, WI; and Powell, WY.

In addition to the clients listed above, the following 33 municipalities who previously had no structured code or updated their codes internally, carefully chose Municode as their new comprehensive code administrators and remain extremely satisfied with the many benefits this choice has provided for them. These municipalities, several of whom are still in the transition process, include: Fayetteville, AR; California City, CA; East Bay Regional Park District, CA; Los Osos Community District, CA; Crestone, CO; Glenwood Springs, CO; Gypsum, CO; Westminster, CO; Chattahoochee Hills, GA; Hamilton, GA; Long County, GA; Thunderbolt, GA; Wilkes County, GA; Indian Head Park, IL; Mark, IL; Park Ridge, IL; Reeves, LA; Youngsville, LA; Cambridge Township, MI; Flushing, MI; Leroy Township, MI; Diamondhead, MS; Fernley, NV; Roswell, NM; Morganton, NC; Trent Woods, NC; Chattanooga, TN; Gate City, VA; James City County, VA; St. Paul, VA; Kenova, WV; Beloit, WI; and Menominee, WI.

If you have any questions or desire additional information, please call and speak with our Vice President of Sales, Dale Barstow, our Regional Sales Representative, Scott Horton, or our Assistant Vice President of Sales, Steffanie Rasmussen. We are also happy to schedule a conference call or webinar with all interested parties, or meet with you personally. We are here to serve you!

Sincerely,

Dale Barstow
Vice President - Sales

DMB/nk

Cc: Steffanie Rasmussen, Assistant Vice President of Sales

steff@municode.com

800-262-2633 ext. 1148

Scott Horton, Regional Sales Representative

shorton@municode.com

(919) 830-3358

Legal Review Quotation¹ - Option 1

Legal Review Process.

- One of our experienced attorneys will personally conduct a chapter-by-chapter legal review of your code.
- If your concerns are more narrowly defined, we can limit the scope of our review to selected chapters or just state law references.
- This review will identify obsolete provisions, conflicts and inconsistencies with current state statutes, as well as conflicts with other code sections.
- State law citations are checked and necessary changes and additions are noted.
- Our team of full-time attorneys will produce a legal memorandum for you that includes our recommendations for curing conflicts, deleting obsolete provisions and other "housecleaning" measures.
- Your legal memorandum will be delivered in an electronic form for ease of use.
- All recommendations are intended for the use of your attorney and are not to be considered legal advice to a layperson.

Conference.

- Within 30 days of your receipt of the Legal Memorandum, Municode's attorney will schedule a conference (via webinar, teleconference or in person), to discuss the findings of the Legal Memorandum. The discussion should include all interested officials, as their participation will help expedite implementation of the approved recommendations.

Implementation of Approved Recommendations.

- Recommendations chosen for action can be incorporated into your code by passing individual amendatory ordinances, or aggregating all changes and readopting the entire code.
- If corrections are made via individual ordinances, we can issue a supplement to the existing code; however, if changes are aggregated, republishing your entire code may be more cost effective.
- An estimate for implementing the changes can be provided once the legal review is completed and the extent of changes is known.

<input type="checkbox"/> Legal review of your code of ordinances	\$4,930
<input type="checkbox"/> Teleconference or web-based conference with a Municode attorney, per hour	\$150 ²

Payments for Legal Review:

• Upon Execution of Agreement	\$2,465
• Upon Delivery of Legal Memorandum	Balance Due

¹ Sales Tax is additional where applicable. This quote is valid for 90 days from the date indicated herein.

² Subsequent teleconferences will be billed at the rate of \$150 per hour.

Executive Summary for Recodification – Option 2

We would like to propose the following option for your consideration. For further details on the project, please see page 8.

Recodification, Supplementation and MunicodeNEXT:

*Logic: Give your municipality a fresh start. Engage our full-time attorneys to examine the legal sufficiency of your code from top to bottom. Clean up the pagination, reprint all pages and replace binders and tabs, if needed. Quickly and efficiently transition your code to the most advanced suite of web/mobile services available in the nation: **MunicodeNEXT**.*

Ⓐ Recodification	\$17,950 ³
Ⓐ Supplementation.....	\$18 per page
Ⓐ Online hosting and support.....	1 st year free, then \$450 ⁴
Ⓐ Timeline	8-12 months

Pricing = Apples to Apples:

Here are some important considerations to keep in mind:

- Ⓐ A full-time, Municode attorney will legally review the code, not just a code editor;
- Ⓐ The recodification base cost of **\$17,950** is based on a **1,160 page, single column 10 point code**;
- Ⓐ Supplement charges - **single column per page rate of \$18; double column per page rate of \$21**;
- Ⓐ The **online code is free for the first year** and then **only \$450** for our basic service.
- Ⓐ If you want to further enhance the transparency of your online code, you can upgrade to the MyMunicode bundle for **only \$1,195!**
- Ⓐ Municode **does not** charge an extra fee for posting supplements online or printing your supplement pages, nor do we charge a supplement handling fee. All of these services are already included in your supplement per page rate.

The supplement page rate is \$18 for single column or \$21 for double column (including printing and posting each supplement on line).

³ Please see page 5 for additional pricing details.

⁴ Please see page 7 for additional features and pricing available on our MunicodeNEXT platform.

Recodification Quotation Sheet – Option 2

Recodification base cost, includes

\$17,950

- 1,160 single column pages including the Code and UDO
- The current code can be posted as a PDF during the recodification project
- Receipt, review and organization of materials
- Legal analysis & research by a full-time, Municode attorney
 - Preparation of legal memorandum by a Municode attorney
- Conference with attorney (make selections below)
- Implementation of approved legal findings
 - Updating state law references
 - Editorial preparation and proofreading
 - Page formatting (make selections below)
 - Indexing
 - Creation of tables⁵
 - Graphics⁶ & tabular⁷ matter
- Final proofreading and corrections
- Quality control review and printing
 - 2 copies, to include 3-post stamped binders and tabs
- Adopting ordinance prepared by a Municode attorney

Conference Selection:

- On-site conference, each Attorney time, travel, lodging and per diem
- Teleconference or web-based conference, 3 hour session No charge⁸

Format Elections (*Please check or circle desired elections below*)

Font: Times New Roman - Will be used as the font unless otherwise indicated.

Other choices include: Helvetica, Avant-Garde Demi, Courier, Palatino, Helvetica Narrow, Century Gothic, Gill Sans and Arial MT

- | | | | |
|------------------------|--|--|---|
| Font Size: | <input type="checkbox"/> 10 point | <input type="checkbox"/> 11 point | <input type="checkbox"/> 12 Point |
| Page Format | <input type="checkbox"/> Double column | <input type="checkbox"/> Single column | |
| Binder Color: | <input type="checkbox"/> Semi-Bright Black | <input type="checkbox"/> Dark Blue | <input type="checkbox"/> Hunter Green <input type="checkbox"/> Burgundy |
| Binder Stamping Color: | <input type="checkbox"/> Gold | <input type="checkbox"/> Silver | <input type="checkbox"/> White |

Items not included in base cost

- | | |
|---|--------------------------|
| <input checked="" type="checkbox"/> Pages <u>over</u> 1,160, 10 point single column pages per page | \$18 |
| <input checked="" type="checkbox"/> Pages <u>over</u> 1,160, 10 point double column pages per page | \$21 |
| <input checked="" type="checkbox"/> Rebate pages <u>under</u> 1,160, 10 point single column pages, per page, up to 100 pages | \$12 |
| <input checked="" type="checkbox"/> Rebate pages <u>under</u> 1,160, 10 point double column pages, per page, up to 80 pages | \$14 |
| <input checked="" type="checkbox"/> Freight | Actual |
| <input checked="" type="checkbox"/> State sales tax | If applicable |
| <input checked="" type="checkbox"/> Post your code on MunicodeNEXT | See selections on page 7 |

Payments for recodification project - Base cost split into four payments – Your project can be budgeted over two fiscal years

- | | |
|--|---------|
| <input checked="" type="checkbox"/> Execution of Agreement | \$6,300 |
| <input checked="" type="checkbox"/> Submission of the Legal Memorandum | \$4,500 |
| <input checked="" type="checkbox"/> Submission of Draft Code | \$4,500 |
| <input checked="" type="checkbox"/> Delivery | Balance |

⁵ The following tables will be created and are included in the base cost: supplement history table, code comparative table, state law reference table and ordinance history table. An additional hourly charge applies for creation, modification, addition or updating of any table other than those enumerated in this footnote.

⁶ Includes printing all copies. Additional fees will apply if graphics are printed in color.

⁷ Tabular matter is defined as algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

⁸ For the initial 3-hour session. \$150 per hour thereafter.

Supplement Service Base Page Rate⁹ Quotation Sheet

Supplement Service Base Page Rate

Page Format	Base Page Rate
Single Column	\$18 per page
Double Column	\$21 per page

Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work
- Proofreading
- Updating the index
- Schedule as selected by you¹⁰
- Updating electronic versions¹¹ and online code
- Printing 2 copies

Base page rate above excludes:

- | | |
|--|---------------------------------|
| <input checked="" type="checkbox"/> Freight | Actual freight
If applicable |
| <input checked="" type="checkbox"/> State sales tax | \$10 |
| <input checked="" type="checkbox"/> Graphics ¹² & tabular ¹³ matter, <u>per page</u> | Selections on page 7 |
| <input checked="" type="checkbox"/> MyMunicode or online code | |

Electronic media options for Code of Ordinances (sent via download)¹⁴

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Folio Bound Views | \$295 initially then \$100 per update |
| <input type="checkbox"/> WORD (DOCX) | \$150 initially then \$75 per update |
| <input type="checkbox"/> Adobe PDF of the code | \$150 initially then \$75 per update |
| <input type="checkbox"/> Adobe PDF of each supplement | \$150 initially then \$75 per update |

Payment for Supplements and Additional Services:

- Invoices will be submitted upon shipment of project(s).

⁹ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

¹⁰ Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.

¹¹ We do not charge a per page rate for updating the internet; however a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.

¹² Includes printing of all copies. Additional fees will apply if graphics are printed in color.

¹³ Tabular matter is defined as tables, algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

¹⁴ "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as HTML, PDF, Folio or Word, via one of the aforementioned mediums.

Online Services Quotation Sheet

- The current code can be posted online as a PDF during the recodification project at no additional charge to you.

Elections below will be implemented upon adoption of your new code.

Please check the appropriate box (es) to indicate your selection:

Value Pricing:

- MyMunicode¹⁵ includes the following: **\$1,195 annually¹⁶**
First year fee waived
- Online Code = MunicodeNEXT
 - OrdBank
 - CodeBank
 - CodeBank Compare + eNotify¹⁷
 - MuniPRO
 - Custom Banner

A la carte pricing:

In lieu of purchasing the above package, online services can be purchased a la carte at the following rates:

- | | |
|---|---|
| <input type="checkbox"/> Online Code = MunicodeNEXT (annually) <i>first year fee waived</i> | \$450 |
| Collapsible TOC (Frameless Version); Mobile Friendly Site; In-line Images and PDF's; Social Media sharing, Scrolling Tables and Charts; Narrow, Pinpoint & Advanced Searching; Save as WORD (DOCX), Hide the Table Of Contents, Print and Email; Internal Linking within the Code; Static Linking/Bookmarking; Server Stability and Disaster Recovery Plan; Phone and Web support for Citizens and Staff; & Server Backup Location in Atlanta, GA | |
| <input type="checkbox"/> CodeBank (annually) | \$150 |
| <input type="checkbox"/> CodeBank Compare + eNotify ¹⁸ (annually) | \$250 |
| <input type="checkbox"/> MuniPRO Service (annually) | \$295 |
| <input type="checkbox"/> Custom Banner (onetime fee) | \$250 |
| <input type="checkbox"/> MuniDocs | \$300 up to 25 documents,
then \$7.50 per document after |

ORDINANCES PENDING CODIFICATION

Option 1) OrdBank

- | | |
|--|--------------|
| <input type="checkbox"/> Per ordinance fee | \$35 |
| <input type="checkbox"/> Flat annual fee (recommended if MyMunicode is not selected) | \$340 |

Option 2) OrdBank + OrdLink

- | | |
|--|--------------|
| <input type="checkbox"/> Per ordinance fee | \$60 |
| <input type="checkbox"/> Flat annual fee (recommended if MyMunicode is not selected) | \$440 |

Municode does not charge a per page rate to update the internet – this is all included in the supplement per page rate.

¹⁵ Municode does not charge a per page rate for updating the online code (Internet). Your per page supplement rate of \$18 for the codification of new legislation is not affected or reduced by selecting our budget friendly and feature enriched MyMunicode bundle package.

¹⁶ Total value if each item were to be purchased a la carte would be approximately \$1,485 per year with participation in our OrdBank service.

¹⁷ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

¹⁸ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

Scope of Services - Recodification

We will handle the publishing for your Code of Ordinances. This includes legal work, editing, page composition, proofreading, indexing, and delivering the information in print or via electronic copy. Hereinafter, unless specifically cited, a reference to "codes" or "the codes" includes the Municipal Code of Aberdeen, North Carolina. We understand the scope of this project to include a complete recodification of the code, ongoing supplemental services and online hosting of the code. A summary of the recodification process is provided below.

Recodification Project Leader: H.E. Rick Grant, Executive Vice President and C.O.O.

Excellence

*"The code update went far beyond my expectations. Everyone at Municode was nice to work with and always responded in a timely manner. Your customer service was outstanding. Thanks again for a very positive experience."
- Barron, WI*

Material

The following sections describe the nature of material included or excluded in the project, creation of a disposition list, and the methodology of adding material to the online version of the code.

Ordinances. All legislation of a general and permanent nature, passed in final form by you as of the cutoff date established by the Municode attorney (usually following delivery of the legal memorandum), will be included in the new code. We will rely upon the material (in print or electronic form) as furnished by you during the recodification process. All material that we receive will be acknowledged via e-mail, in order to establish a record of included ordinances. Legislation not of a general and permanent nature will be omitted from the code unless otherwise instructed by you.

Attorney Analysis and Review of Material. We will assign a team, consisting of a lead attorney, legal editor, proofreader and indexer, to the project. All recommendations by our legal team are intended for use by your attorney and should not be considered legal advice. Our legal team is responsible for the following: We will research all legislation submitted by you against the State Constitution, State Law and the Charter; additionally, the ordinances are compared to other ordinances, in order to determine if there are any inconsistencies or conflicts within the legislation itself. Zoning and Land Use provisions will be reviewed only if included in the code. Ordinances enacted, or added, subsequent to the date of this agreement, or items not contemplated within the scope of service, may be added at an agreed upon page rate. We will suggest a structure and organization for the code and provide a table of contents indicating the recommended structure.

Page Format Options. We will review page composition format options, such as font type, font size, page layout, and graphics appearance and placement with you. We will help you choose a format that produces a professional document that is easily researched.

References. We will provide State Law references within the code. Editor's notes will be provided as appropriate. Internal references within the code will be hyperlinked in the online version.

Legal Memorandum. We will provide you and your staff with a user-friendly legal memorandum containing all of our analysis and recommendations. This memorandum will reflect our attorney's legal review and will provide you with recommended options intended to remove conflicts and inconsistencies; conform to state law, when appropriate; and ensure compliance with your charter. This approach facilitates collaboration and dissemination among departments, thus making the process as easy for you as possible. Our goal is to make the recodification process simple and smooth for you. From start to finish, we will work with you to complete the project as quickly and efficiently as possible.

Conference. Within 30 days of your receipt of the Legal Memorandum, we will conduct a conference, either in person, via telephone or webinar, to review the legal memorandum and recommendations. All interested personnel may be included; but your attorney and clerk are essential. Issues discovered during the legal research will be discussed at the conference, with the goal of the conference being to come to agreement on any required changes. Your attorney has the final decision making authority for resolution of issues brought up at the conference or noted in the legal memorandum.

Implementation of Conference Decisions

Editing and Proofreading. Our team will edit the text of your code to reflect proper grammar and stylistic consistency. We will not reword any provision that changes the substantive intent of the code, unless you approve the revision. However, non-substantive revisions to improve readability are a part of the process. We will proofread your code. The text will be reviewed for sense and structure and to ensure the implementation of the decisions by your attorney and our attorney.

Graphics, Index and Tables. Our team will create a hierarchical, subject matter index and all tables (contents, state law reference, prior code comparison, and ordinance disposition) for your code as necessitated by the materials provided. The creation of additional tables can be performed for an additional hourly fee. We will insert the graphics you have provided into the printed and electronic versions of the code. Manipulation, enhancement or reformatting of any graphic supplied by you can be performed for an additional hourly fee.

Post Conference Memorandum and Draft Code. After editing and proofreading, a post-conference memorandum and a draft code incorporating solutions captured in the legal memorandum and agreed upon at the legal conference will be delivered to you. The draft code will be in final print form and will be provided to you for final review prior to printing and shipment. We guarantee typographical correctness. Any errors attributable to our team will be corrected at no charge during the term of this agreement. Our liability for all services shall extend only to correcting the errors in the code and subsequent updates, not to any acts or occurrences as a result of such errors, and only as long as the contract is in effect.

Adopting Ordinance. Our attorney will provide an adopting ordinance upon completion of the project.

Delivery of Code

Electronic Format and Delivery Options. Your new code can be delivered in HTML, PDF, DOCX, Folio or integrated with the dtSearch Engine on our MunicodeNEXT platform. Electronic delivery mediums include online posting and download.

Printing and Binding. We will print your code on acid-free paper in your chosen format. Color printing is available at an additional charge. Standard binding for the code is three-post, expandable, dark blue, hunter green, semi-bright black, burgundy, leatherette binders with gold, silver or white stamping. Alternate binders, such as D-ring or polyvinyl, are also available. A seal or logo can be added to the front cover and spine in addition to the text, for an additional charge, if desired. Divider tabs for each major section of the code and index are also provided.

Client Responsibility

Amendatory Legislation. Please forward all adopted legislation (including amendments, the Charter, Special Acts and other pertinent rules and regulations having the effect of law) to be codified on a continual basis. Submission should be timely and can be sent in electronic or printed form. Electronic submission is highly preferred.

Review Legal Memorandum. Please review the legal memorandum to ensure that it comports with your intentions and modify and/or approve the proposed table of contents and organization of the code, page format, font type and size, approve number of copies to be printed, binder colors and choice of electronic format and medium.

Participation of Attorney. Please ensure your attorney and other interested personnel attend and participate in the project, including on-site or teleconference and review of the code draft.

Submission of Data. Please provide data, graphics and tables of the highest reproducible quality, preferably in their original, electronic format. Provide a black and white line art seal or logo for the binders, if desired.

Draft Code. Please review and return the draft within thirty (30) days of receipt. To assist you in this endeavor, a post-conference memorandum will accompany the draft code to point out to you where changes and additions have been made. Any changes to the text should be marked directly on the draft and returned to us. Changes not discussed at the conference may result in a proof update fee.

Supplemental Updating

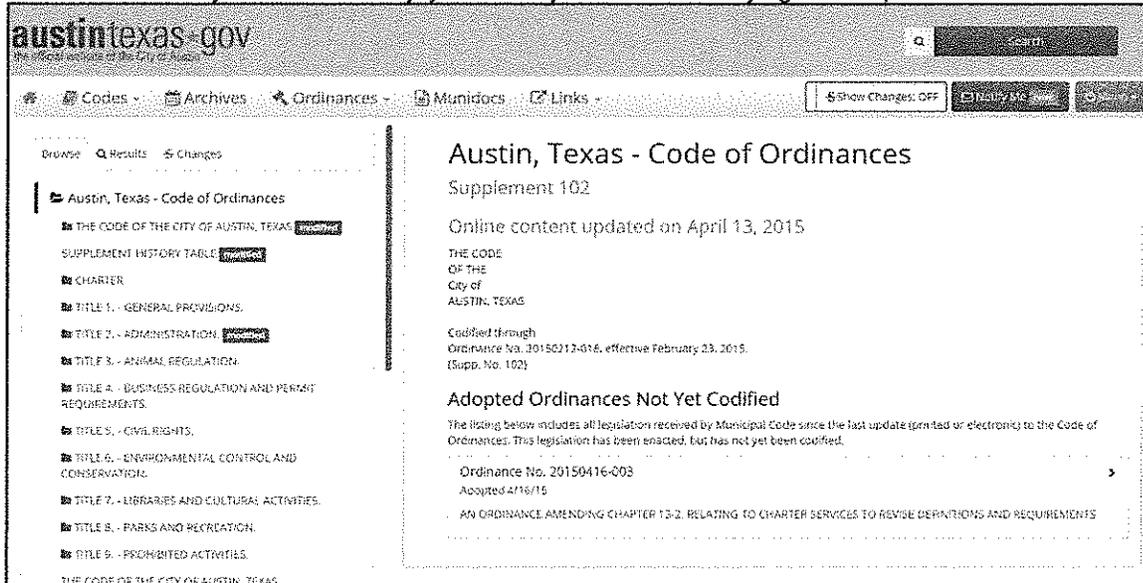
We will handle 100% of the publishing for your code. This includes editing, page composition, proofreading, indexing, and delivering the information as printed or via electronic copy. Supplementation will start upon completion of the recodification project on the schedule selected by the client.

Editorial Approach. We use a team approach to editing. This provides for consistency in editing, understanding and quality of work for you.

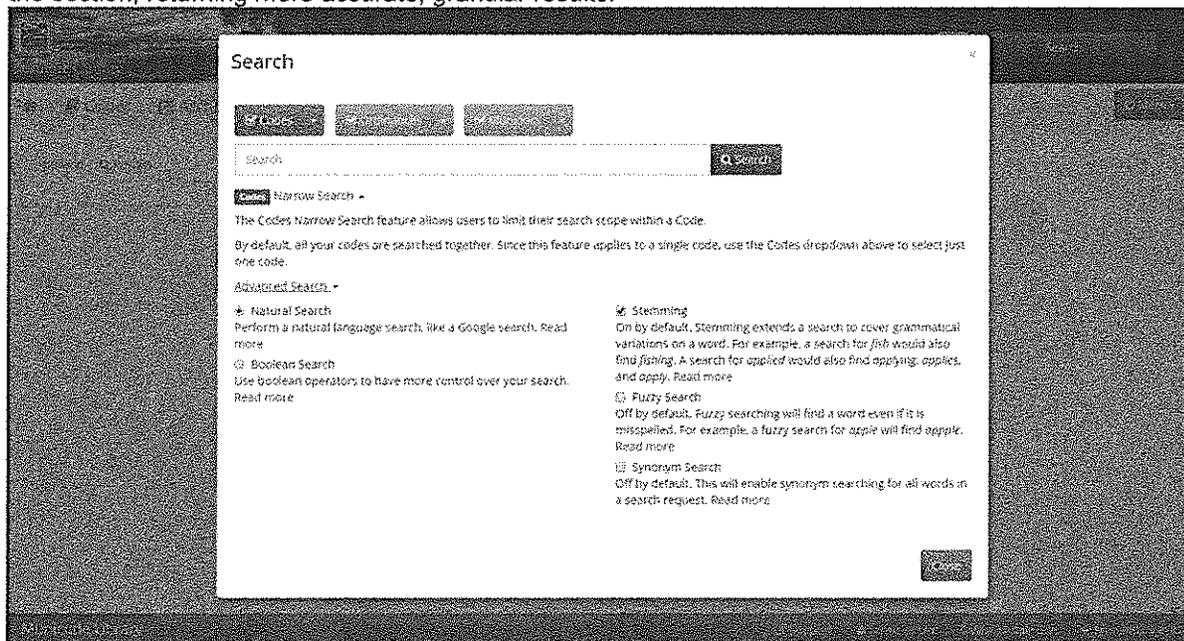
Ongoing Supplementation. Our goal is to meet and exceed the needs and expectations of our clients. Working with you and your staff, we will create whatever supplementation schedule will best serve you and your citizens.

MunicodeNEXT – Online Resource of Standard Features

- ① **Modern Design** – MunicodeNEXT was designed by our team with an emphasis on mobile devices. This means that tablet users will be directed to the full version of your site. This advance was made possible thanks to the responsive user interface that we have created. Being able to access the full version of MunicodeNEXT from a tablet means that your users will enjoy a more dynamic and satisfying user experience.



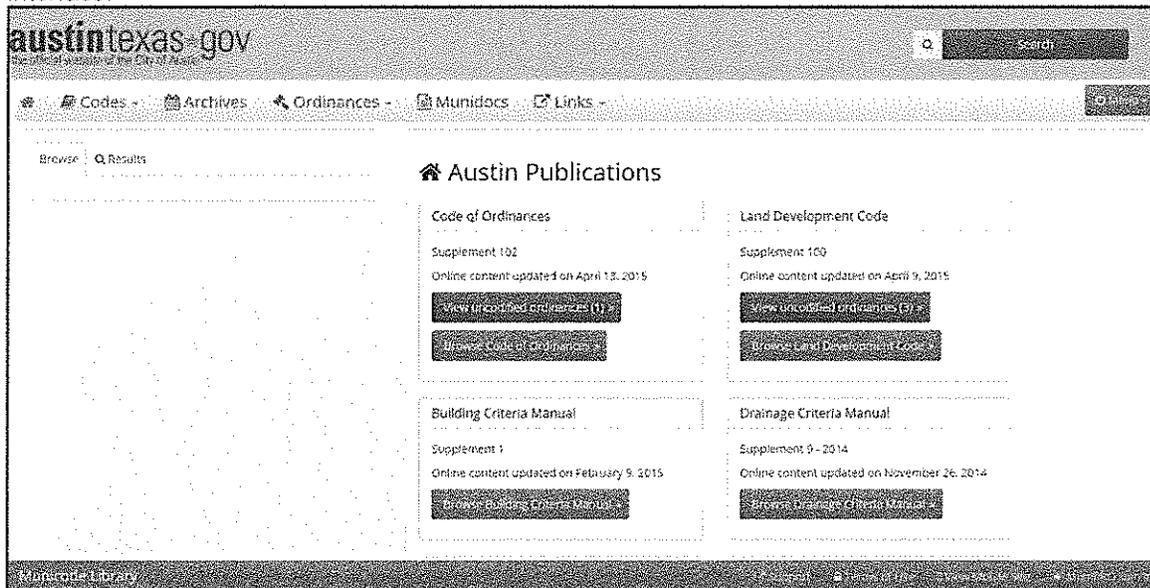
- ① **Tablet friendly** – Tablet users are directed to the full desktop version of the site. The advanced user interface uses large buttons and icons, making it extremely touch friendly.
- ① **Searching** – Search results begin in a popover, then move to a persistent left-hand tab as you cycle through the results. You can toggle between search and browse modes by selecting the appropriate tab. This enables you to quickly move through search results without clicking “back” to a search results page. The code is also indexed by the section, returning more accurate, granular results.



- ① **Advanced Searching** – You and your power users can conduct searches using Normal Language, Boolean Logic, Stemming, Fuzzy Search and Synonym search.
- ① **Searchable ordinances** – Thanks to our OrdBank service, ordinances posted pre and post-codification are full-text searchable with hit highlighting.

- ④ **Searching all content types** – If you use our OrdBank or MuniDocs service, you can search any combination of the code, ordinances, and MuniDocs simultaneously. Search results are color coded and labeled for easy identification.
- ④ **Narrow Searching** – Your users have the ability to search selected chapters or titles in order to pinpoint their searches and find what they are looking for as quickly as possible!

- ④ **Print/Save/Email** – Users can print, save (as Word) or email files at the section level, as well as, at the article or chapter level. You will also be able to print, save or email non-sequential sections from multiple portions of your code(s).
- ④ **Multiple publications** – If you have multiple publications (code, zoning, etc.), they will all be searchable from one interface.



- ④ **Social Media Sharing** – You and your users are able to share code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.
- ④ **Internal Cross-Reference Linking** – Cross-references within your code are linked to their respective destination Article, Chapter, or Section.
- ④ **Mouseover (cluetips)** – Navigate to your code and any linked cross-reference will quickly display the pop-up preview window.
- ④ **Static Linking** – Copy links of any section, chapter or title to share via email or social media.
- ④ **Scrolling Tables and Charts** – Headers stay fixed while you scroll through the table/chart.
- ④ **GIS** – We can provide a permalink to any code section and assist staff to create a link from your GIS system to relevant code sections.
- ④ **In-line Images & PDFs** – We take great care to ensure that your images match online and in print, and are captured at the highest quality possible. Our online graphics can be enlarged with a frameless view to maximize the image. Municode can also incorporate PDFs of certain portions of the code that have very specific viewing and layout requirements.
- ④ **Collapsible TOC** – The table of contents collapses and is re-sizeable, providing additional real estate with which you may view your code. Easily view your maps, graphs and charts by simply enlarging the item.
- ④ **Support** – Phone, email and web support for citizens and staff: 24 hour email response; phone support from 8:00 a.m. to 8:00 p.m. (eastern)

MunicodeNEXT

Take your online code to the NEXT level with these exclusive, premium features!

OrdBank. With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the "OrdBank" tab.

(Hyperlinked Ordinance in Text)

The screenshot shows the OrdBank interface with a sidebar on the left containing a 'SUPPLEMENT HISTORY TABLE' with categories like 'Chapter 1 - GENERAL PROVISIONS', 'Chapter 2 - ADMINISTRATION', 'Chapter 6 - AIRPORTS AND AIRCRAFT', 'Chapter 10 - AMUSEMENTS AND ENTERTAINMENT', and 'Chapter 14 - ANIMALS'. The main content area displays 'Sec. 14-28. - Restraint of animals by owners.' with three sub-sections: (a) Running at large, (b) Control of animals generally, and (c) Female dogs and cats in heat. A link '(Ord. No. 2010/7, A-26-2010; Ord. No. 2010/27, 11-R-2010)' is positioned above the section title. A red arrow points from the link '(Ord. No. 2010/7, A-26-2010)' in the sub-section (c) back to the main link above the section title.

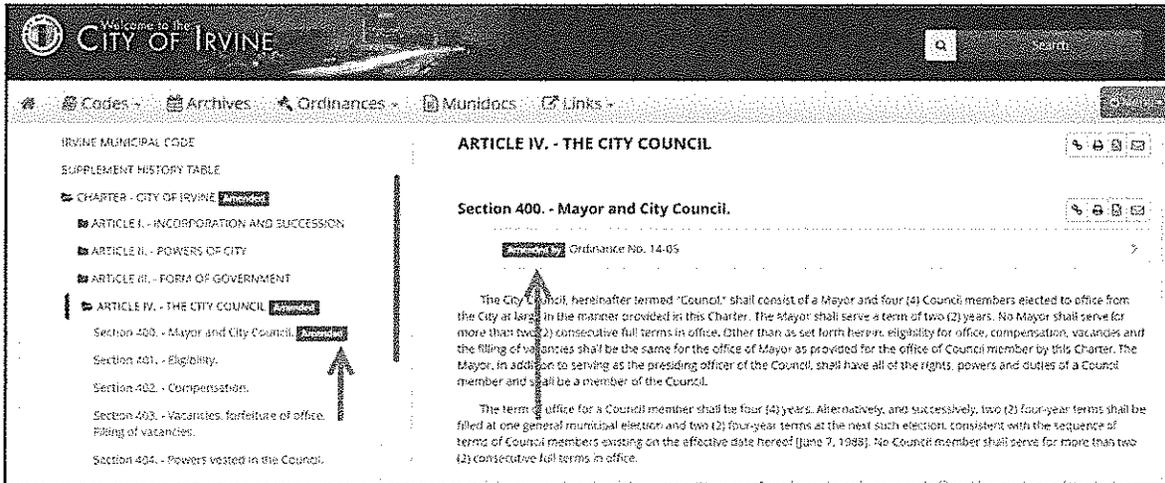
(One-Click Access to the Original Ordinance)

The screenshot shows a document viewer for 'Ordinance No. 2010-07'. The document content includes the year '2010/7' and the title 'Animal and Shelter and Control (rewrite of ordinance), Chapter 14, Article II'. A vertical label on the right side of the document reads '2010/7 Animal and ordinance), C'. The viewer interface includes a toolbar with options for 'Pdf', 'Details', and 'Download', and a search bar.

(OrdBank Repository)

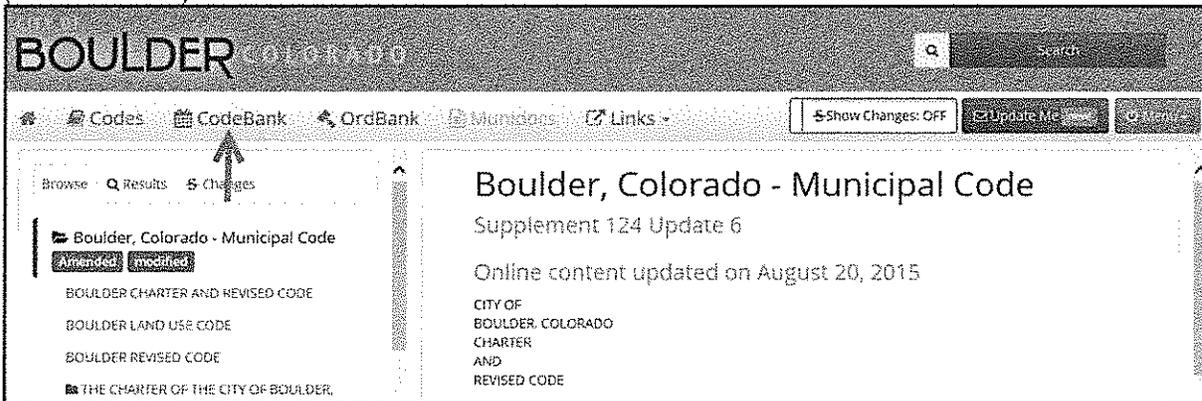
The screenshot shows the 'OrdBank Repository' interface for Boulder, CO. The header includes 'BOULDER COLORADO' and a search bar. The main content area is titled 'Ordinances for Boulder, CO Municipal Code' and lists '24 ordinances'. Below the title, there is a message: 'Please use the table of contents pane to navigate to the ordinance you're looking for. Alternatively, use the application-wide search box to search.' The sidebar on the left shows a 'Browse' section with 'Results' and a 'Municipal Code' section with sub-items: 'Adopted Ordinances Not Yet Codified', 'Supplement 134 Update 6', and 'Supplement 134 Update 5'.

OrdLink + OrdBank. Prior to incorporating the ordinances into your code via supplementation, the OrdLink system can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the table of contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your code, they are added to your OrdBank repository and hyperlinked to your history notes. This service helps put everyone on notice that new ordinances have been adopted.

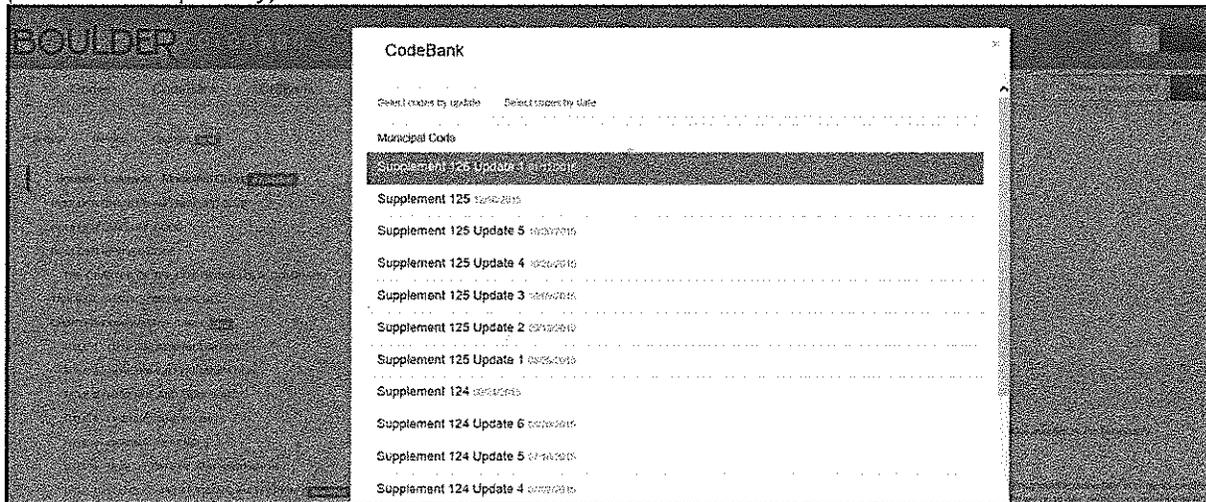


CodeBank. Our CodeBank service serves as an online archival platform for previous supplements of your code. Empower your staff and citizens to access every previous version of your code with one click.

(CodeBank Tab)

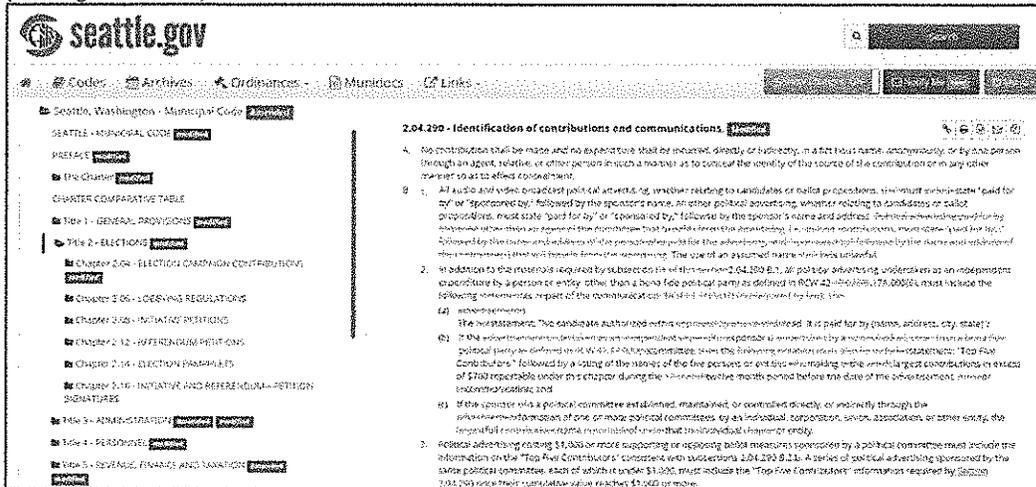


(Permanent Repository)



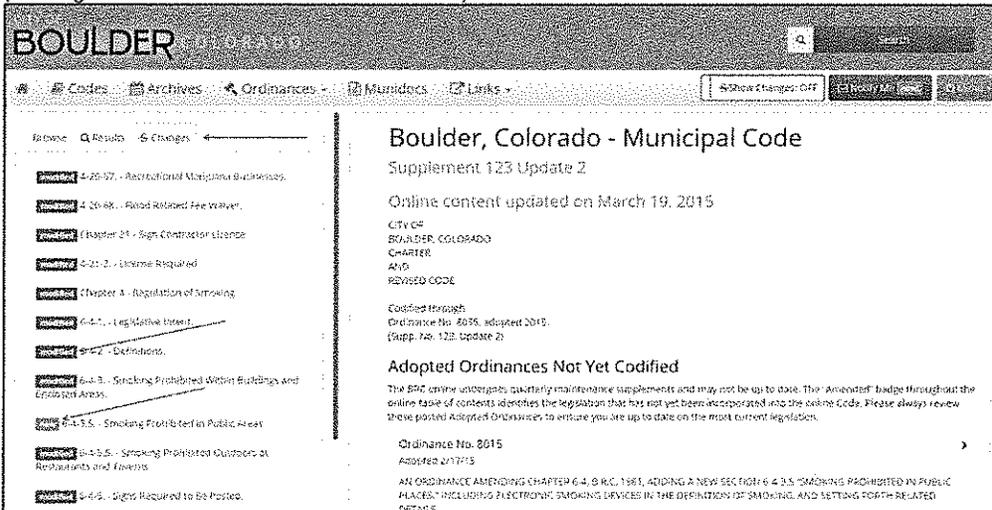
CodeBank Compare. Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online code and compare it to any other version of your online code. The differences will be shown via highlights (added material) or strikethrough (deleted material).

(Changes in Text)



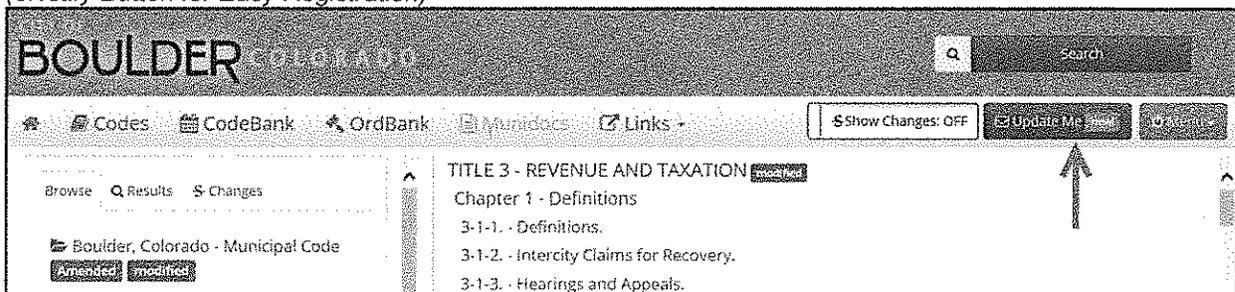
Users will be notified of the changes in the table of contents and within the text of the code via "modified," "new," or "removed" badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your code that were implemented during the most recent update.

(Changes Tab in Your Table of Contents)



eNotify. Our eNotify service allows users to enroll online and receive email notifications each time your online code is updated. This will empower your staff and citizens to receive instant notifications every time your online code is updated.

(eNotify Button for Easy Registration)



(eNotify Sign-Up)

Update Me

Filling out this form will allow you to receive an email notification every time select publications are updated.

If you no longer wish to receive these notifications once signed up, you can unsubscribe via a link in the notification email.

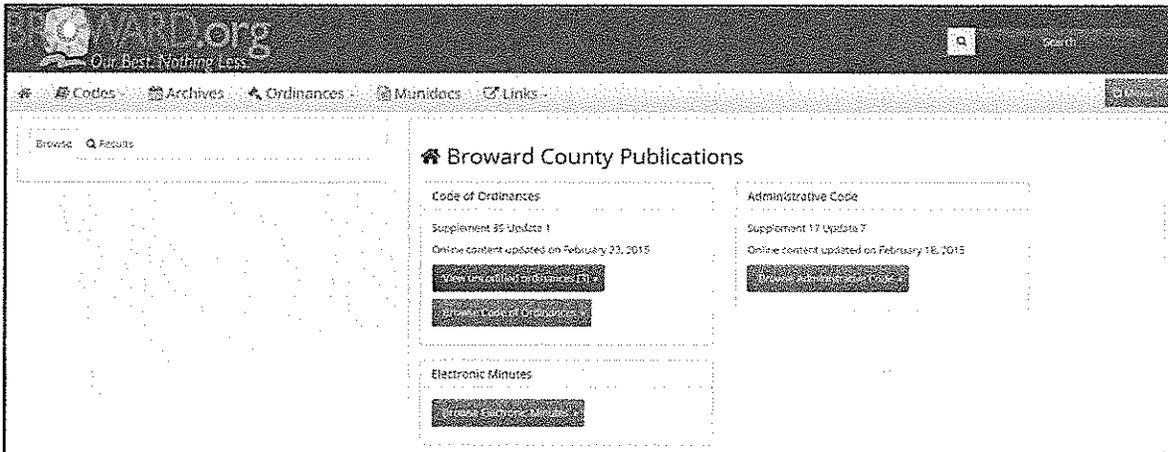
Email

Profession

Codes
 Code of Ordinances

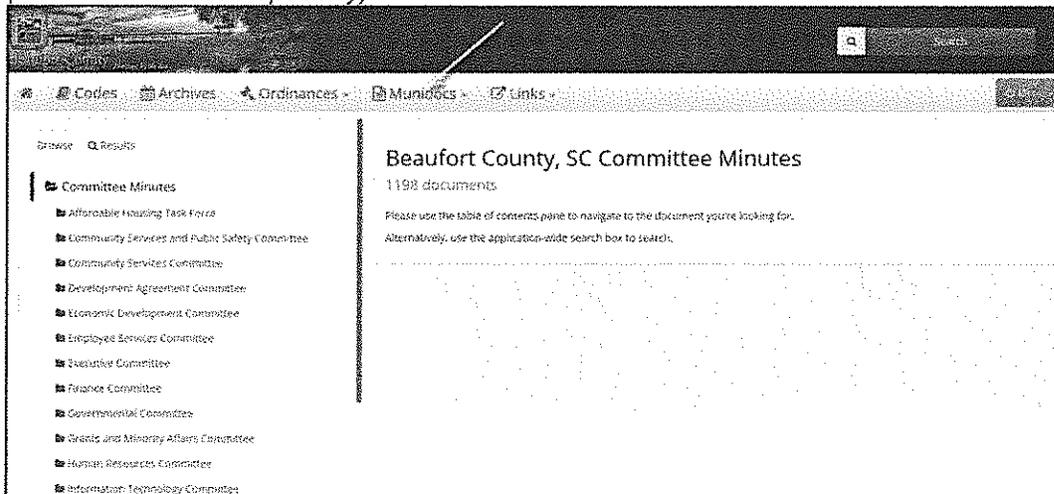
By submitting this form you agree to allow Minneapolis to use your information for informational and statistical purposes only. Your information will not be shared with any third parties by either Minneapolis or Municipal Code Corporation.

Custom Banner. We can customize the look and feel of your code to more closely match your website.



MuniDocs. Enables municipal users to send material of your choosing directly to us to upload documents to your online code. Let us do all the work and upload your minutes, resolutions, budgets, and or any other non-code material online. Your collection of documents, will be posted alongside your code and will be fully searchable and filterable for ease of use. No need for you and your staff to learn and manage a new system.

(MuniDocs Tab and Repository)



MuniPRO. MuniPRO Searching allows you to search the over 3,140 codes we host (the entire country, a single state, or individually selected codes of your choosing). MuniPRO Searches are ideal for researching local regulations of special interest, or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- ④ **Multiple Code Search.** Search all codes within one state, multiple codes within one state, or search over 3,140 codes in the entire U.S. hosted by Municode! Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- ④ **MuniPRO Favorites.** Create a “favorites” list of frequently visited codes or sections. This will save time by making navigation a one-click process from your dashboard.
- ④ **MuniPRO Notes.** Create a note and attach it to any document in any publication. Note icons will show in both the table of contents and search results page, alerting the user to a previously written note. Notes can be shown or hidden when browsing and searching a publication, and a global listing of notes can be accessed with a single click from your dashboard.
- ④ **MuniPRO Drafts.** Begin a new ordinance draft to keep track of pending legislation. Drafts icons will appear in the table of contents and search results, and can also be accessed from a single click.

YOUR ADVANTAGES WITH



④ municodeNEXT

MY municode

Basic Search	●	●
Print/Save/Email	●	●
All-in-One Search	●	●
Advanced Search	●	●
Modern Design	●	●
Fully Searchable PDF documents	●	●
Twitter & Facebook Sharing	●	●
Enhanced for Tablet Use	●	●
PREMIUM FEATURES		
*OrdBank	○	●
*OrdLink	○	●
*CodeBank	○	●
*CodeBank Compare	○	●
*eNolity	○	●
*MuniPro	○	●
*Custom Site Theming	○	●

*Municode's optional, premium offerings are enhanced with MunicodeNEXT. Call or email for details.



Municipal Code Corporation • P.O. Box 2235 Tallahassee, FL 32316
info@municode.com • 800.262.2633
fax 850.564.7492 • www.municode.com

This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and the Client.

Term of Agreement. This Agreement shall begin upon execution of this Agreement and end three years after the publication date of the new code. Thereafter, the supplement service shall be automatically renewed from year to year provided that each party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

MUNICIPAL CODE CORPORATION

Municode Officer: *E. J. [Signature]*

Title: President

Date: March 9, 2016

Accepted by:

TOWN OF ABERDEEN, NORTH CAROLINA

- Option 1 – Legal Review of the Town’s Code of Ordinances
- Option 2 – Recodification of the Town’s Code of Ordinances

By: _____

Title: _____

Date: _____

Resumes and Project Contacts

Lawton Langford, Esq., Chairman & CEO. Lawton attended Vanderbilt University with a double major in Economics and Business Administration. His post-graduate degrees are a Juris Doctor from the FSU College of Law and a Masters of Business Administration from the FSU College of Business. Lawton is a member of the Florida Bar.

Eric Grant, Esq., President. B.S., U.S. Naval Academy; M.A., Georgetown University; J.D., University of Virginia School of Law. Member of the Florida Bar. Eric served as a Tank Platoon Commander in the United States Marine Corps. As a Marine, Eric served both stateside and abroad. Eric and his unit were deployed during Operation Enduring Freedom shortly after September 11, 2001. While serving as a United States Marine, Eric served in Virginia, Kentucky, California and abroad as a member of the 15th Marine Expeditionary Unit.

Legal:

H. E. "Rick" Grant, Esq., Executive Vice President and COO. B.S., U. S. Naval Academy; J.D., Florida State University. Rick is a former naval aviator and Navy attorney (JAG Corps) who retired as the Navy's senior attorney, the Judge Advocate General of the Navy. He has been with Municode for 18 years as the C.O.O. and has headed the Code Department for the last 4 years. He has overall supervision of the legal work of all code projects. He assigns the Municode attorney, and ensures that the final product is up to Municode's demanding standards.

Alyce A. Whitson, B.A., University of South Florida; J.D., University of Florida. Alyce is a long time member of the Florida Bar with more than 43 years of experience in state and local government law having served as a legal analyst for the Legislature of the State of Florida and attorney for the City of West Palm Beach, Florida and the Florida League of Cities before joining Municode. She has completed countless local government codes and other legal projects throughout the United States.

William J. Carroll Jr., Esq., B.S., Penn State University; J.D., Florida State University; more than 41 years of experience in local government law; Member of Florida Bar. Bill has completed hundreds of codes and legal projects throughout the United States including codes in Arkansas, Colorado, Florida, Indiana, Illinois, Kansas, Kentucky, Louisiana, Maine, Michigan, Missouri, Montana, Nevada, New Jersey, New Mexico, Pennsylvania, South Dakota, Tennessee, Texas, Virginia and Wyoming.

Roger D. Merriam, Esq., B.A., Mercer University; J.D., Emory University; more than 39 years of experience in local government law; Member of Florida Bar. Roger has reviewed Codes in all 50 states and completed Codes in multiple states including Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Massachusetts, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Rhode Island, South Dakota, South Carolina, Tennessee, Texas, Virginia, West Virginia and Wisconsin.

Daniel F. Walker, Esq., B.S., Florida Southern College; J.D., Georgia State University College of Law. 8 years of private practice; 15 years of experience in local government law. Active member of Florida and South Carolina Bars, also admitted to practice before the Supreme Court of the United States and the U.S. Court of Appeals for the Armed Forces. Dan has completed code projects in South Carolina, North Carolina, Virginia, Texas, Louisiana, Mississippi, Alabama, Georgia, West Virginia, Illinois, and New Mexico.

Jim Jenkins, Esq., B.A., Eckerd College; J.D., University of Maryland School of Law; Former Appellate Attorney and Trial Prosecutor for the Kings County District Attorney's Office, Brooklyn, New York; 19 years of experience in complex legal research and litigation; 8 years of experience in local government law. Jim has completed Codes in Alabama, California, Georgia, Louisiana, Maryland, New Hampshire, South Carolina, Texas, Utah, Washington and Wisconsin.

Sandra S. Fox, Esq., B.A. (Summa Cum Laude) Florida State University; J.D. (Magna Cum Laude), Florida State University; 13 years of experience in legal research and writing; 10 years of experience in local government law. Sandra has completed over 200 codes and various other legal projects in Alaska, Alabama, Florida, Georgia, Illinois, Kansas, Maine, Michigan, Minnesota, Montana, Oklahoma, Missouri, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, and Wisconsin.

Julie E. Lovelace, Esq., B.A., University of North Carolina - Chapel Hill; J.D., Samford University Cumberland School of Law; 25 years of experience in local government law (11 years as Senior Assistant County Attorney for Leon County, Florida, 14 years in private practice); member of the Florida Bar. Also admitted to practice before the U.S. Court of Appeals for the Eleventh Circuit, U.S. District Court for the Middle District of Florida and U.S. District Court for the Northern District of Florida.

Mary Margaret Bielby, Esq., B.A. (cum laude), Florida State University; Masters Certificate in Project Management, Florida State University; J.D., Samford University Cumberland School of Law. Experience in local government law and civil and criminal law at the federal level.

William "Bill" Sweeney, Esq., B.S., University of Montana; J.D., University of Montana; LLM (Criminal Law), The Army Judge Advocate General School; M.A. (National Security and Strategic Studies), Naval War College. Former Navy Attorney for 21 years, retiring as Captain. Bill also has 7 years of experience in local government law, 3 as Assistant County Attorney. Member of Montana Bar. Also admitted to practice before U.S. District Court of Montana and U.S. Court of Appeals of Armed Forces.

Project Coordinators/Customer Service:

Dale Barstow, Vice President of Sales & pilot of Municode's corporate airplane. Graduate from Embry-Riddle Aeronautical University; Honorary Town Clerk in 5 States; former Municipal Clerks Education Foundation President; Dale has over 40 years of experience in client sales. Dale meets with our customers to ensure face to face communication and coordination.

Steffanie W. Rasmussen, Assistant Vice President of Sales. M.S., Industrial & Organizational Psychology, Kansas State University; B.S., Business Psychology, Florida State University; Certificate in Performance Management, Florida State University. She is communication, efficiency and customer service driven.

Scott Horton, Regional Sales Representative. B.A. Business Management / Human Resources North Carolina State University, Raleigh, North Carolina. Scott has worked with both state and local governments for over 10 years and he has over 8 years of professional municipal sales experience. He is a North Carolina native and is our Regional Sales Representative for North Carolina, South Carolina, Virginia, Tennessee, West Virginia, Maryland, Delaware, and Kentucky.

Dennis J. Sinnett, Vice President of Supplements. B.S., United States Naval Academy; M.A.S., Embry-Riddle Aeronautical University. A former Naval aviator with over 30 years of leadership experience, he is the Supervisor of the Supplement Department.

Additional Services

Municode offers the following additional services and/or products to our clients. All of the products listed below may be purchased from Municode with this agreement. No additional contracts are necessary. Pricing is available upon request. As an additional service/product under this contract, the following optional services are available:

Distribution. Fulfillment services are available to distribute individual printed copies of codes and supplements to departments or subscribers at no additional fee to you. We can sell your codes, supplements, chapter reprints, binders and tabs at a pre-determined price. We assume all risk and expense for providing these items. Orders can be placed through our online ordering, via fax, mail or telephone. More detailed information about distribution services will be provided after the return of the proofs.

Future Legal Review. At any point during the term of this Agreement, or extensions thereof, we can provide additional legal reviews to identify inconsistencies, obsolete provisions or compare the code to current state law. State law references can be updated in conjunction with this legal review or as a separate engagement.

Utility Billing and Revenue Management Services. MCCadvantage (MCCa), a fully integrated division of Municipal Code Corporation, offers industry leading end-to-end utility bill presentation services for the local government market. MCCa's revenue management services include utility bill print and mailing, e-bill fulfillment, pro-active notifications and electronic payment options. Currently, almost 70 municipal owned utilities trust MCCa to process approximately 9 million bill statements annually. Our utility billing processes create flexible, efficient and customer-centric solutions that allow municipalities to better leverage existing billing resources. Costs for bill presentation services, including custom bill design, data formatting, printing and mailing services are competitively priced based on billing volume.

Enterprise Content Management Software (Laserfiche). With a client base of over 600 government agencies, we are the largest provider of Laserfiche solutions in the country.

Electronic Agenda and Legislative Management (Legistar). MCCi, a subsidiary of Municipal Code Corporation, offers the Granicus Legislative Management Suite (Legistar) and related services which provides electronic automation and creation of Agendas and Minutes. Options for integrating Legistar with Laserfiche and MunicodeNEXT are also available.

Digital Imaging Services. MCCi offers scanning, indexing and integration of hard copy documents, electronic documents, and microfilm/microfiche. MCCi integrates the records with Laserfiche Software to provide the Client with the most powerful search engine available.

Open Records Request Solution (JustFOIA). MCCi offers its JustFOIA solution to help agencies track Open Records Requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche ECM.

Contract Management Software (Contract Assistant). MCCi offers the Contract Assistant Software (developed by Blueridge Software) which is a solution designed to provide control and automation of the contract management process, while also offering Laserfiche integration options.

What Our Clients Say about Partnering With Us

"We were not only impressed with the services and products provided by Municode but the speed in which it all took place. Our Legislative Body and Administration were pleased with the new code books and the pricing we received. Thank you for producing this great product with such professionalism. We look forward to our continued relationship with Municode."

"We certainly couldn't have done it without your team. MCC is a very customer oriented company."

"I find everyone at Municode delightfully friendly and helpful. You are all very professional. It's apparent that you all care a great deal about good customer service. That is wonderfully refreshing as it is so hard to find anymore."

"I am extremely satisfied with Municipal Codes Corporation's performance and customer assistance. Not many companies provide such excellent services."

"You have personally demonstrated excellent service, diligence and concern for the integrity of our code and the integrity of the product your company produces. Please know your efforts are very much appreciated!"

"We appreciate the superior customer service you have provided. I can't tell you how nice it is to have people that will work with you."

"You are true professionals and great to work with!"

"Thank you for the tremendous job that you do for us. You always make me look good as the Clerk and I truly appreciate your services."

"WONDERFUL!!! Thanks for making my life easier, I really appreciate all that you do!"

"Your diligence, care, command over the process and attention to details have been exceptional. Moreover, what also helps set you apart from most of those in your line of work is that, you are readily accessible and exceedingly responsive. I hope that my clients are as pleased with me as I am with you."

"I really enjoy working with you! Your responsiveness and enthusiasm are greatly appreciated!!!"