



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

June 13, 2016
Monday, 6:00 p.m.

Robert N. Page Municipal Building
Aberdeen, North Carolina

1. Consent Agenda

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

- a. UDO Text Amendment #16-06 Regarding Nonconforming Signs. Public Hearing scheduled for 6/27/16
 - b. Conditional Zoning #16-04 submitted by Greg Allen for property located at 801 E. Main Street. Public Hearing scheduled for 6/27/16
 - c. Conditional Use Permit #16-04 submitted by George Nelson for property located on Lighthorse Circle. Public Hearing scheduled for 6/27/16
 - d. Accept Clerk's Certificate of Sufficiency for Voluntary Contiguous Annexation for property located on the west side of Pee Dee Road.
 - e. Approve Resolution Fixing Date of Public Hearing on Question of Annexation Pursuant to G.S. 160A-31. Public Hearing scheduled for 6/27/16
2. Minor Modification requested by Allan Casavant for CU #16-02 for a Major Subdivision on Shepherd's Trail. Consider action at Work Session
3. Interlocal Agreement for Building Inspection Services. Consider action at Work Session

4. Quarterly Transportation Update. Information Only
5. Award low bid on 2017 Dump Truck with Front Plow with Spreader. Consider action at Work Session
6. Pactiv Grants. Information Only
7. Other Business.
8. Closed Session pursuant to N.C. General Statute 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body.
9. Adjournment.

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



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:** 5/31/16

Agenda Item Title: UDO Text Amendment UDO #16-06 Regarding Nonconforming Signs

Work Session - Board Action (date of meeting should be filled in on line) :
Information Only _____
Public Hearing 6/27/16
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:
Schedule for Public Hearing on 6/27/16

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



MEMORANDUM TO THE BOARD OF COMMISSIONERS – June 13, 2016 Work Session

Request:

UDO Text
Amendment to
Address Restrictions
on Changes to
Existing
Nonconforming
Signs

Brief Description of Proposed Text Amendment

In a response to local business owners' concerns that the UDO's sign ordinance is overly restrictive, the Board directed staff to draft a text amendment that would allow more flexibility when changes are made to existing nonconforming signs.

Recommendation

Staff recommends that the Board schedule UDO #16-06 for Public Hearing and New Business on June 27, 2016 so that input from the public may be accepted and the applicant may receive a decision on the proposed amendment.

Prepared by:

Pamela Graham,
Planning Director



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:** 5/31/16

Agenda Item Title: Conditional Zoning CZ #16-04 Submitted by Greg Allen for Property Located at 801 E Main Street

Work Session - Board Action (date of meeting should be filled in on line) :
Information Only _____
Public Hearing 6/27/16
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:
Schedule for Public Hearing on 6/27/16

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



MEMORANDUM TO THE BOARD OF COMMISSIONERS – June 13, 2016 Work Session

Applicant:
CKC Land
Development, LLC

Request:
Conditional Zoning
Request CZ #16-04

Location:
801 E. Main St.

Existing Zoning:
R20-16

Requested Zoning:
R6-10-CD

Prepared by:
Pamela Graham,
Planning Director

History and Description of Conditional Zoning Request

CKC Land Development, LLC has submitted an application to request a Conditional Zoning CZ #16-04 from R20-16 to R6-10-CD for property located at 801 East Main Street in Aberdeen. The applicant intends to create a zoning district that represents the existing conditions and multi-family uses on the property, which are not permitted in the R20-16 District.

Recommendation

Staff recommends that the Board schedule Conditional Zoning CZ #16-04 for Public Hearing and New Business on June 27, 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:** 5/31/16

Agenda Item Title: Conditional Use Permit CU #16-04 Submitted by George Nelson for Property Located on Lighthouse Circle

Work Session - Board Action (date of meeting should be filled in on line) :
Information Only _____
Public Hearing 6/27/16
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:
Schedule for Public Hearing on 6/27/16

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



MEMORANDUM TO THE BOARD OF COMMISSIONERS – June 13, 2016 Work Session

Applicant:

George Nelson on
Behalf of GHN
Properties

Request:

Conditional Use
Permit CU #16-04
to Construct 12
Multi-Family
Residential Units

Location:

Lighthorse Circle,
off of Saunders
Blvd.

Zoning:

R6-10

Existing Use:

Multi-Family
Condominiums

Prepared by:

Pamela Graham,
Planning Director

Description of Conditional Use Permit Request

George Nelson, on behalf of GHN Properties, requests a conditional use permit (CUP) to construct three (3) condominium buildings with four units in each to complete the Lighthorse Trace Community. The property is accessed from the west side of Saunders Boulevard on Lighthorse Circle. The applicant seeks approval to complete the development, originally approved as a Residential Planned Development in 2004. Due to the expiration of the original approval, re-application is required.

Recommendation

Staff recommends that the Board schedule Conditional Use Permit CU #16-04 for Public Hearing and New Business on June 27, 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: Kathy Blake Department: Planning

Contact Phone # 4514 Date Submitted: 6/6/2016

Agenda Item Title: Voluntary Contiguous Annexation for Property Located on the west side of Pee Dee Rd.

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 <u>6/13/2016</u>	Information Only _____
Old Business _____	Consent Agenda _____
Public Hearing <u>6/27/2016</u>	Informal Discussion & Public Comment _____
Other Business _____	

Summary of Information:

Staff requests acceptance of Certificate of Sufficiency and adoption of a Resolution setting the public hearing date to 6/27/2016.

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



MEMORANDUM TO THE BOARD OF COMMISSIONERS – June 13, 2016

Description of Request

Request:

Accept the Clerk's Certificate of Sufficiency and schedule a Public Hearing Related to a Petition for Contiguous Annexation of 3 parcels on the west side of Pee Dee Rd. for Dabbs Brothers, LLC, represented by Bob Koontz, Koontz Jones Design

Prepared by:
Kathy Blake,
Planner

A petition for Contiguous Annexation has been submitted by Bob Koontz, representing Dabbs Brothers, LLC, for three parcels on the west side of Pee Dee Rd. The tracts total +/- 24.39 acres. The specific parcels are shown on the attached survey dated December 22, 2015 identified as Hardister Tract and includes the following Parcel ID Numbers:

- | | |
|----|----------|
| 1: | 00052356 |
| 2: | 00049842 |
| 3: | 00046345 |

The Public Works Director has reviewed the request and has advised that water and sewer could be made available to the property if the owners choose to make the necessary extensions to the site in accordance with the town's Water and Wastewater System Extension and Connection Policy.

Following acceptance of a petition for annexation of three (3) parcels with PID 00052356, 00049842, and 00046345 the Board of Commissioners shall proceed as follows (dates of actions already taken are provided):

- Adoption of a resolution directing the Clerk to investigate the petition for sufficiency (5/9/16);
- Acceptance by the Board of the Clerk's Certificate of Sufficiency (6/13/16)
- Adoption of a Resolution Fixing the Date of the Public Hearing on the annexation (6/13/16);
- Public Hearing to be held (6/27/16);
- Adoption of an ordinance to extend the corporate limits of the Town of Aberdeen, North Carolina (6/27/16).

The proposed annexation is for three parcels and is described on the attached plat. Town Services are already being provided in the neighborhood. Water and sewer are available.

Staff Recommendation

Staff recommends that the Board accept the Clerk's Certificate of Sufficiency and schedule a Public Hearing for June 27, 2016 to accept public input and consider the annexation petition.

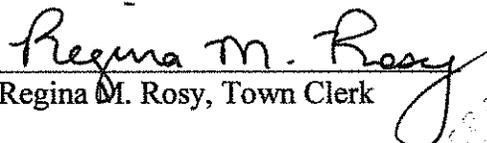
Enclosures: Certificate of Sufficiency
 Resolution Fixing Date of Public Hearing
 Annexation Petition including property description, and maps
 Proposed Map for Recordation
 Vicinity Map

CERTIFICATE OF SUFFICIENCY

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

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

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Aberdeen, this 6th day of June, 2016.


Regina M. Rosy, Town Clerk



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

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Town of Aberdeen Municipal Building at 6:00 PM on Monday, June 27, 2016.

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

Tract 1. Per Deed Book 4509, Page 403:

Beginning at an iron stake on the south side of McFarlands Branch, in the south line of the original 30 acre tract referred to above, said beginning corner is located North 74 degrees West 440 feet from the Beginning corner of the 30 acres conveyed by the deed which is recorded in Book 214, at Page 335, said beginning corner is also the southwest corner of the second tract described in the deed from G.T. Hardister and wife Lillian Williams dated March 1, 1957, and recorded in Deed Book 214, Page 338 of the Moore County Registry; and running thence from said iron stake on the south side of McFarlands's Branch North 74 degrees West 541.5 feet to a stone; thence North 17 degrees 30 min. West 36 feet to another stone; thence as McArthur's line North 18 degrees 45 min. East crossing McFarland's Branch 1107.3 feet to the southwest corner of the land conveyed by the parties of the first part to Jessie Davis' South line South 71 degrees 15 minutes East 562 feet to Jessie Davis' southeast corner in the west line of the first tract described in the Deed aforementioned to Lillian Williams dated March 1, 1957 and recorded in Book 214, at Page 338 of the Moore County Registry; thence as Lillian Williams' said westerly line South 10 degrees West 145 feet to her southwest corner of said first tract; thence as Lillian Williams' south line of her first tract above mentioned South 71 degrees 15 minutes East 412 feet to an iron stake in Lee's line crossing Pee Dee Road said stake being on the east side thereof; thence as Lee's line South 10 degrees 45 min. West 226 feet to a stone; thence South 17 degrees 30 minutes West 155 feet to a stone; thence South 22 degrees 30 minutes West 260 feet to an iron stake, Lillian Williams' northeast corner of the second tract described in Deed Book 214, at Page 338; thence as her N. line of her second tract aforementioned North 74 degrees West 440 feet to an iron stake Lillian Williams' northwest corner of the second tract; thence as the west line of said second tract South 22 degrees 30 minutes West

crossing McFarland's branch 300 feet to the Beginning. For further reference see Book 259, at Page 209.

LESS AND EXCEPTING:

1. That certain 10.65 acres, more or less, deeded to John Harper and his wife, Jerry M. Harper.
2. That certain 0.19 acre, more or less, deeded to Mary G. Allen in Book 668, page 224.

Tract 2. Per Deed Book 4599, Page 559:

A CERTAIN TRACT OR PARCEL OF LAND in Sandhill Township, Moore County, North Carolina, fronting on the west and east sides of State Road No. 2063, (Pee Dee Road) near the Town of Aberdeen, North Carolina described as follows:

BEGINNING at an iron stake on the east side of State Road No. 2063, said iron stake being the northeast corner of a three-acre tract excepted from a tract of land deeded to Leon Matthews as described in a deed recorded in Deed Book 259, page 209, in the Moore County Registry, said three-acre tract exception further described as being the second tract as described in a deed recorded in Deed Book 214, page 338, in the Moore County Registry; running thence from the beginning as the north line of the aforementioned three-acre tract North 73 degrees 43 minutes West 440.98 feet to an iron stake, the northwest corner of the three-acre tract; thence as the west line of the three-acre tract South 22 degrees 20 minutes West 302.08 feet to an iron stake, the southwest corner of the three-acre tract in the south line of the tract deeded to Leon Matthews and recorded in Deed book 259, page 209, in the Moore County Registry; thence as the south line of Matthews, North 73 degrees 55 minutes West 541.40 feet to a concrete monument, a corner of Matthews; thence continuing with Matthews, North 17 degrees 38 minutes West 36.00 feet to a concrete monument, a corner of Matthews, thence as a west line of Matthews, North 18 degrees 45 minutes East 640.00 feet to an iron stake in the west line of Matthews; thence as a new line crossing Matthews, South 64 degrees 27 minutes East, 1041.67 feet crossing State Road No. 2063, to an iron stake in the east line of Matthews; thence as the east line of Matthews, South 22 degrees 30 minutes West 200.00 feet to the beginning, containing 10.65 acres, more or less, and being a portion of Leon Matthews tract recorded in Deed Book 259, page 209, of the Moore County Registry.

Tract 3. Per Deed Book

Being located East of Aberdeen, South of NC Highway #211, and located on the westerly side of Pee Dee Road (SR #2063).

Beginning at an iron stake on the east side of the Pee Dee Road, the southeast corner of the Hardister Tract, and runs as its south line North 74 degrees West 440 feet to an iron on the west side of a ditch, oak pointer; thence North 22 degrees 30 minutes East 300 feet to an iron; thence South 74 degrees East 400 feet to an iron in Hardister's east line; thence South

22 degrees 30 minutes West 300 feet to the beginning, containing three (3) acres, more or less.

LESS AND EXCEPTING that parcel of land as described in Deed Book 1093, Page 110 as follows:

That certain parcel or tract of land lying and being about 1.0 mile southeast of the Town of Aberdeen and about 3.5 miles northeast of Pinebluff. Bounded on the west by S.R. 2063 (60' right-of-way), on the north by Golf Capital Broadcasting, Inc. (592-252) and on all other sides by David T. Upchurch (688-230) and more particularly described as follows to/wit:

BEGINNING at an existing iron pipe (said pipe being the eastern most corner of a the tract of which this is a part) in a line of David T. Upchurch (688-230) and running thence as said line S. 22 degrees 13 minutes 17 seconds West 71.70 feet to a point in the eastern right-of-way (30 ft from center) of S.R. 2063, thence as said right-of-way N. 17 degrees 31 minutes 11 seconds East, 71.30 feet to the point of intersection of said right-of-way and the northern line of the tract of which this is a part, thence as said line leaving the above referenced right-of-way S. 14 degrees 00 minutes 00 seconds East, 5.88 feet to the beginning containing 0.0048 acres more or less and being part of that tract described in Deed Book 768, Page 163, Moore County Registry.

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

Adopted this the 13th day of June, 2016.

ATTEST:

Robert A. Farrell, Mayor

Regina M. Rosy, Town Clerk

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

Date: 4/6/16

To the Board of Commissioners of the Town of Aberdeen:

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

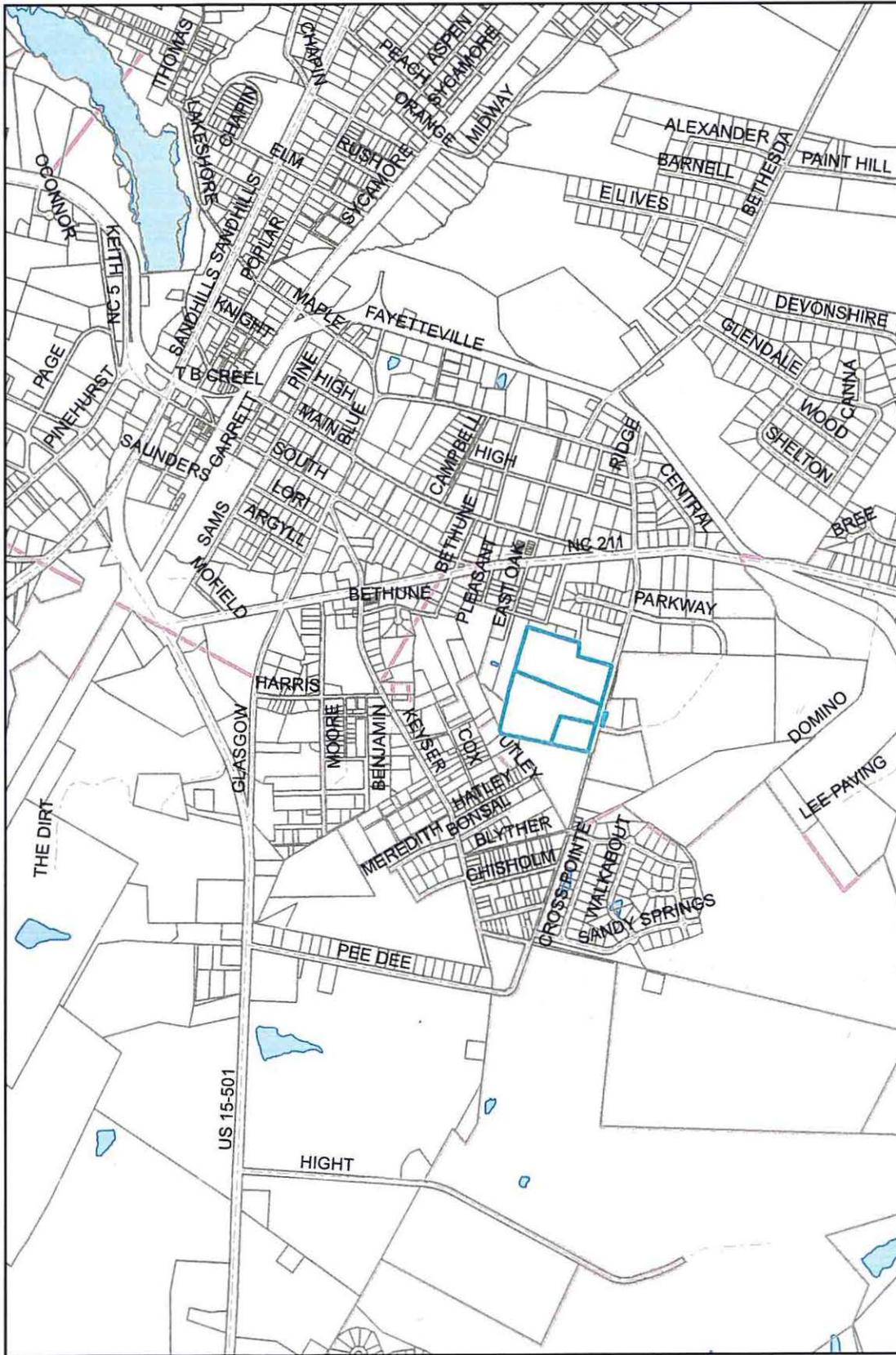
(A metes and bounds description and certified map prepared by a surveyor are required)

3. We acknowledge that any zoning vested rights acquired pursuant to G.S. § 160A-385.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

This petition must be signed by each and every owner of real property in the annexation area.

	<u>Name</u>	<u>Address</u>	<u>Do you declare Vested Rights (yes or no)?</u>	<u>Signature</u>
1.	DABBS Brothers LLC	PO Box 2032		Walter Parks
2.		Wilmington, NC 28402		
3.				
4.				

10



Vicinity Map

Parcel ID:
 00052356
 00049842
 00046345

Legend

CITY
 ABERDEEN



1 inch = 1,624 feet

**Annexation Request # 49-116 by Dabbs Brothers, LLC.
 3 parcels on west side of Pee Dee Rd.**



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: 5/18/16

Agenda Item Title: Minor Modification Requested by Allan Cassavant for CU #16-02 for a Major Subdivision on Shepherd's Trail

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

Information Only _____

Public Hearing _____

Approval at work session - immediate action 6/13/16

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:

The applicant is requesting a minor modification to the Board-approved plan.

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



MEMORANDUM TO THE BOARD OF COMMISSIONERS – June 13, 2016

Request:
Minor Modification
to Conditional Use
Permit CU #16-02

Requested by:
Ace Homes, LLC

Prepared by:
Pamela Graham,
Planning Director

Description of Request

Staff has received a request from Allan Cassavant of Ace Homes, LLC for modifications to the layout plan approved as CU #16-02. The proposed changes are primarily related to a desire to create a buffer between the development and the property immediately to the north. Mr. Cassavant is purchasing the property to the north, consisting of 8.8 acres and a stately home in disrepair. He intends to create a wedding venue on the property and wishes to provide separation from the housing development. Staff has determined that the change constitutes a minor modification to the CUP, therefore requiring Board approval.

The requested changes are:

1. A transfer of +/- 70,000 square feet of required open space from the southern portion of the property to the northern property line. The proposed northern section of open space is approximately 80' wide by 828.5' long and will be accessed from two cul-de-sacs (Proposed Roads D and E).
2. Proposed Roads D and E are shortened by approximately 100' each.
3. A transfer of four lots from the northern portion of the property to southern side of Proposed Road A, formerly designated as open space.
4. A minor change in the connection of Proposed Road B and Proposed Loop C is proposed, resulting in a change in the configuration of four of the lots on Loop C.
5. The location of the Mailbox Kiosk has been changed.

§152-65 of the UDO provides for the permit issuing authority to approve minor design modifications or changes in permits. Minor design modifications or changes are defined as those that have no *substantial* impact on neighboring properties, the general public, or those intended to occupy or use the proposed development, but where the impact is considered to be *discernible*. The Town Board is the permit issuing authority for this project.

Analysis of Proposed Changes

An analysis of the requested modifications reveals the following relevant items:

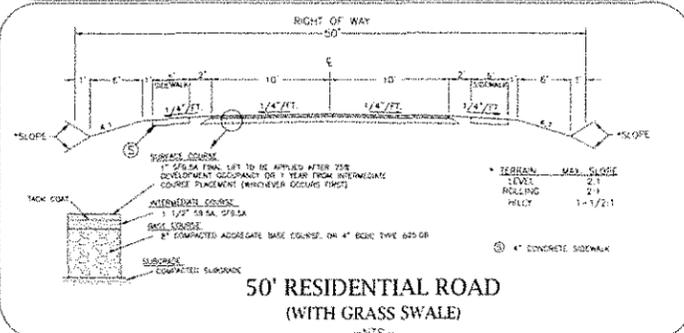
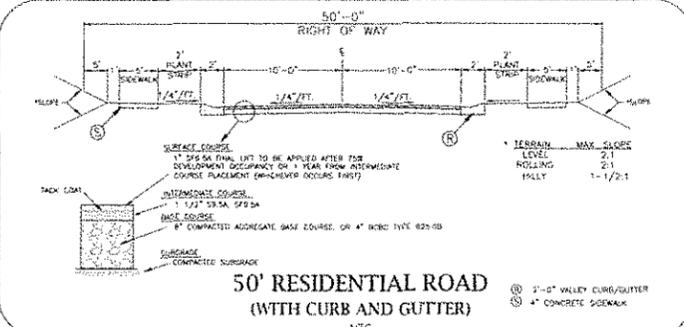
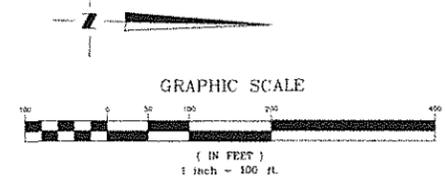
1. §152-198 (D) prohibits narrow strips of common area that separate lots within a development from each other, from streets, or from adjoining tracts from being counted towards the open space requirement unless the area is at least fifty (50) feet in width and will function as a visual buffer.
The modification of the open space areas will meet the UDO requirement and meets or exceeds the 20% requirement, as long as the accesses to the open spaces are no less than twenty (20) feet in width.
2. The reconfiguration of Proposed Road B and Loop C creates a longer block, but remains less than the 1,000 linear foot maximum.

Staff Recommendation

Staff recommends that the Board consider the request for a minor modification to CU #16-02 as illustrated in the attached plans provided by Mc² Engineering, specifically:

1. A transfer of +/- 70,000 square feet of required open space from the southern portion of the property to the northern property line, connected to the cul-de-sac bulbs on Proposed Roads D and E via fifty foot wide accesses.
2. Proposed Roads D and E shortened by approximately 100' each.
3. A transfer of four lots from the northern portion of the property to southern side of Proposed Road A, formerly designated as open space.
4. A minor change in the connection of Proposed Road B and Proposed Loop C, with resulting changes in the configuration of four of the lots on Loop C.
5. A revised location of the Mailbox Kiosk, at the corner of Shepherd Trail and Proposed Loop C.

Enclosures: Mc² Engineering Preliminary Plat dated 5/9/2016
Mc² Engineering Site Sketch Plan dated of 1/7/16 (originally approved plan)



LANDSCAPING

1. AS REQUIRED PER SECTION 8152-315 OF THE TOWN OF ABERDEEN LDD ALL NEWLY CREATED STREETS WILL BE PROVIDED WITH A COMBINATION OF EXISTING TREES LOCATED WITHIN 50' OF THE CENTERLINE OF THE STREET OR NEWLY PLANTED TREES AT 30' ON CENTER WITHIN 50' OF THE CENTERLINE OF THE STREET. NEWLY PLANTED TREES WILL MEET THE TOWN OF ABERDEEN LDD REQUIREMENTS AND WILL BE SHOWN AND LISTED ON LANDSCAPE PLAN THAT WILL BE SUBMITTED AS PART OF THE SITE PLAN REVIEW PROCESS FOLLOWING THE CUP APPROVAL.

2. PER SECTION 8152-315 OF THE TOWN OF ABERDEEN LDD THE ATTACHED SITE SKETCH PLAN ILLUSTRATES THE EXISTING TREES THAT ARE OVER 12" IN SIZE. DEVELOPER AND ENGINEER SHALL WORK WITH STAFF TO MINIMIZE REMOVAL OF EXISTING 12" AND LARGER TREES DURING THE SITE PLAN REVIEW PROCESS FOLLOWING THE CUP APPROVAL. THERE WILL BE EXISTING TREES THAT WILL NEED TO BE REMOVED DUE TO ROADWAY ALIGNMENT REQUIREMENTS, INFRASTRUCTURE (WATER, SANITARY SEWER AND STORM SEWER) AND GRADING THAT CANNOT BE AVOIDED FOR THE DEVELOPMENT OF THE STREET NETWORK.

PUBLIC UTILITIES

1. THE PROPOSED SUBDIVISION SHALL BE CONNECTED TO THE EXISTING TOWN OF ABERDEEN WATER AND SANITARY SEWER THAT IS ADJACENT TO THE PROPERTY.

2. DESIGN AND LAYOUT OF THE PROPOSED WATER SYSTEM INCLUDING SIZE, MATERIAL, PLACEMENT, VALVES, CONNECTIONS, METERS AND FIRE HYDRANT LOCATIONS SHALL BE COMPLETED DURING THE SITE PLAN REVIEW PROCESS AND WILL BE IN ACCORDANCE WITH APPLICABLE TOWN OF ABERDEEN AND NCEG STANDARDS AND SPECIFICATIONS.

3. DESIGN AND LAYOUT OF THE PROPOSED SANITARY SEWER SYSTEM INCLUDING MATERIAL, PLACEMENT, MANHOLES, CONNECTIONS AND LATERALS LOCATIONS SHALL BE COMPLETED DURING THE SITE PLAN REVIEW PROCESS AND WILL BE IN ACCORDANCE WITH APPLICABLE TOWN OF ABERDEEN AND NCEG STANDARDS AND SPECIFICATIONS.

ROADWAY/STORM WATER

1. THE PROPOSED LAYOUT ADHERES TO SECTION 8152-215 WHICH ADDRESSES STREET LAYOUT AND RELATIONSHIP TO THE NATURAL TOPOGRAPHY. SINCE A GRADING PLAN IS PART OF THE SITE PLAN REVIEW PROCESS IT IS UNKNOWN AT THIS POINT IN TIME WHETHER THE PROPOSED ROADS WILL EXCEED 6% GRADE. DEVELOPER IS FULLY AWARE AND IS COMMITTED TO INSTALLING CURB AND GUTTER ON ALL STREETS THAT EXCEED 6% GRADE. ON ROADS THAT ARE LESS THAN 6% GRADE A GRASS DRAINAGE SWALE DESIGN WILL BE UTILIZED.

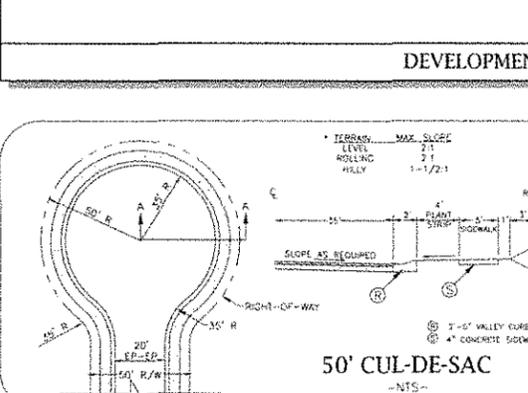
2. ROAD B IS SHOWN WITH A CUL-DE-SAC CLOSE TO THE ADJACENT PROPERTY FOR A POTENTIAL FUTURE CONNECTION. THE ADJACENT PROPERTY IS CURRENTLY FOR SALE AND IS ZONED FOR RESIDENTIAL DEVELOPMENT SO THIS COULD BE A POTENTIAL CONNECTION IN THE FUTURE. CONSTRUCTION DRAWINGS SUBMITTED FOR THE SITE PLAN REVIEW PROCESS SHALL ADDRESS CONCERNS OF UNREASONABLY COLLECTING AND CHANNELING STORM WATER ONTO THE ADJACENT PROPERTY AS PROHIBITED IN SECTION 8152-215. RUNOFF FROM THE PROPOSED ROAD B SHALL BE DIRECTED TOWARDS THE EXISTING DRAINAGE FEATURE ALONG THE REAR OF LOTS 15-17 AND POTENTIALLY BETWEEN LOTS 13 AND 14.

3. THE REAR LOT LINE OF LOTS 15-17, 20-24 SHALL AS CLOSE AS POSSIBLE BE CENTERED ON THE EXISTING DRAINAGE FEATURE. A 25' WIDE DRAINAGE EASEMENT SHALL THEN BE CENTERED ON THE REAR LOT LINE.

4. PROPOSED STORM WATER MANAGEMENT INCLUDING DRAINAGE SWALES ALONG ROADS, DRIVEWAY CULVERTS, ROADWAY CULVERTS, STORM SEWER AND DRAINAGE STRUCTURES SHALL BE IN CONFORMANCE WITH THE TOWN OF ABERDEEN AND NCEG DESIGN STANDARDS AND SPECIFICATIONS.

LIGHTING

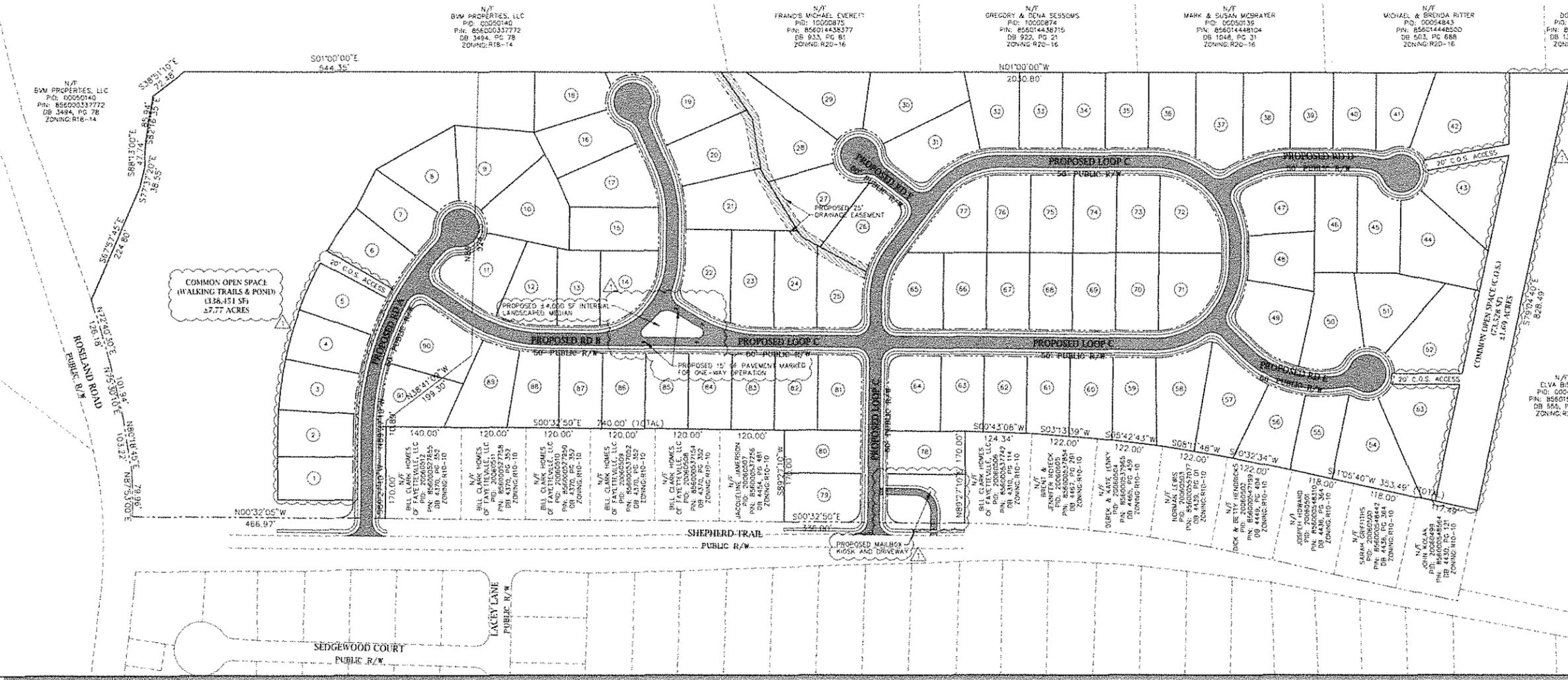
1. THE PROPOSED DEVELOPMENT SHALL ADHERE TO THE TOWN OF ABERDEEN LDD APPENDIX K - TOWN OF ABERDEEN STREET LIGHTING POLICY AND GUIDELINES. AFTER RECEIVING APPROVAL FOR THE PROPOSED LAYOUT OF ROADS, LOTS, GRADING AND INFRASTRUCTURE DURING THE SITE REVIEW PROCESS THE PLANS WILL BE SUBMITTED TO DOME ENERGY TO COMPLETE AN ELECTRICAL UTILITY LAYOUT OF THE SUBDIVISION INCLUDING COMPLETING A LIGHTING PLAN. UPON COMPLETION OF THE LIGHTING PLAN IT SHALL BE FURNISHED TO THE TOWN OF ABERDEEN PLANNING AND PUBLIC WORKS FOR REVIEW AND APPROVAL.



DEVELOPMENT STANDARDS

DEVELOPMENT SUMMARY

LAND OWNER:	SHEPHERD TRAIL LINKS, LLC 1841 KING'S LANDING ROAD HAMPSHIRE, NC 28443
PROJ. NO.:	00049149 & 20060511
PROJ. NAME:	856000534701 & 856000524431
JURISDICTION:	TOWN OF ABERDEEN
DEED BOOK & PAGE:	4191 / 365
PLAT BOOK:	13 / 342
TOTAL SITE AREA:	44.12 AC (1,921,992 SF)
CURRENT ZONING:	R10-10
EXISTING USE:	PARKING LOT / FORMER GOLF COURSE
PROPOSED USE:	SINGLE FAMILY
TOTAL LOTS:	91
DENSITY:	2.06 DU/AC
FRONT YARD SETBACK:	35'
SIDE YARD SETBACK:	15'
REAR YARD SETBACK:	30'
MINIMUM LOT WIDTH:	75'
MINIMUM LOT AREA:	10,000 SF
PROPOSED SMALLEST LOT:	10,000 SF
PROPOSED LARGEST LOT:	26,208 SF
TYPICAL LOT DIMENSIONS:	80'x140' (11,200 SF)
ALL PROPOSED LOTS SHALL MEET OR EXCEED THE MINIMUM LOT WIDTH, LOT AREA AND SETBACKS OF THE TOWN OF ABERDEEN LDD	
OPEN SPACE REQUIRED:	20% (384,398 SF)
PROPOSED SPACE REQUIRED:	21.4% (411,978 SF)
PROPOSED ROAD:	
PROPOSED RD A (TOTAL LENGTH):	1234 LF
-FROM SHEPHERD TRAIL TO RD B:	8205 LF
-FROM RD B TO CUL-DE-SAC:	178.52 LF
PROPOSED RD B (TOTAL LENGTH):	808.67 LF
-FROM RD A TO LOOP C:	510.92 LF
-FROM LOOP C TO CUL-DE-SAC:	387.75 LF
PROPOSED LOOP C (TOTAL LENGTH):	1250 LF
-FROM SHEPHERD TRAIL TO LOOP C:	1370 LF
-FROM LOOP C TO RD F:	273.37 LF
-FROM RD F TO RD D:	596.43 LF
-FROM RD D TO RD E:	255.55 LF
-FROM RD E TO LOOP C:	639.29 LF
-FROM LOOP C TO RD B:	417.78 LF
PROPOSED RD D:	439.69 LF
PROPOSED RD E:	412.42 LF
PROPOSED RD F:	155.16 LF



Mc² ENGINEERING

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

ACE HOMES, LLC
PO BOX 58
OCRACOKE, NC 27960

REVISIONS

1	5/9/16	REVISED LAYOUT/ADDED MAIL KIOSK
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CAD FILE: 15-039 SKETCH DWG
PROJECT NO.: 15-039
DESIGNED BY: JSM
DATE: JANUARY 7, 2016

SP1.0



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: P Graham **Department:** Planning

Contact Phone # 4517 **Date Submitted:** 5/25/16

Agenda Item Title: Interlocal Agreement for Building Inspection Services

Work Session - Board Action (date of meeting should be filled in on line) :
Information Only _____
Public Hearing _____
Approval at work session - immediate action 6/13/16 _____

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:
Staff requests Board approval for an Interlocal Agreement between the Town and Moore County to provide mutual building inspection services on an as-needed basis.

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

STATE OF NORTH CAROLINA
COUNTY OF MOORE

**INTERLOCAL AGREEMENT FOR BUILDING INSPECTION SERVICES
A MUTUAL AID AGREEMENT**

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into the _____ day of _____ 2016, by and between the County of Moore (the "County") and the Town of Aberdeen (the "Town").

WHEREAS, the County and the Town desire to provide mutual building inspection services to each other on a continuous as needed basis, unless otherwise terminated pursuant to this Agreement.

NOW, THEREFORE, BE IT RESOLVED, pursuant to N.C. Gen. Stat. 160A-413, the County and Town agree to the following terms and conditions:

1. The Town building inspections staff is hereby authorized by the County to provide building inspections services on behalf of the County and shall be sworn-in by the Moore County Clerk to the Board as an officer(s); and
2. The County building inspections staff is hereby authorized by the Town to provide building inspections services on behalf of the Town and shall be sworn in by the Town Clerk to the Board as an officer(s); and
3. All Town Staff performing building inspections work for the County shall promptly provide the Moore County Planning and Community Development Director and the North Carolina Department of Insurance with satisfactory proof of all building inspections certifications held by the Town staff and satisfactory proof of any other certifications or licensure requirements necessary to perform building inspections as required by the County; and
4. All County staff performing building inspections for the Town shall promptly provide the Town Manager and the North Carolina Department of Insurance with satisfactory proof of all building inspections certifications held by the Town staff and satisfactory proof of any other certifications or licensure requirements necessary to perform the building inspections work required by the Town; and
5. Both the County and Town mutually agree to compensate the other for satisfactory services provided at a rate of forty-five and 00/100 Dollars (\$45.00) per hour, plus mileage reimbursement at the current IRS rate. The hours of work shall be mutually agreed upon on by both parties. The total amount of compensation for this agreement shall NOT exceed two thousand, five hundred and 00/100 Dollars (\$2,500.00) annually. This amount shall be paid directly to the respective party (the County or Town) and not to individual inspectors. Each party shall be responsible for paying the salaries or wages of their own respective staff, including the payment of any and all State or Federal taxes and withholding and continuing education requirements. Each party providing services under this agreement will generate and mail a detailed invoice to the Finance Director of the other party by the 5th of each

month for the services performed in the previous month. Payment for services rendered is due by the 15th of each month following the month of service; and

6. While performing building inspection services for the County, the Town staff shall report to the Moore County Planning and Community Development Director who will be supervising the Town staff while performing services pursuant to this Agreement. The duties of the Town staff shall include building inspections, site plan reviews and all other tasks normally associated with building inspections work. Town staff shall not be responsible for zoning, subdivision, or other code enforcement or for the issuance of zoning permits or subdivision plat approvals, except to the extent such enforcement or approval require the input, consent or review of a building inspector, Town staff shall use vehicles owned by the Town in the course of providing services under this Agreement. The Town will keep a detailed mileage log and bill the County at the maximum rate allowed by the IRS; and
7. While performing building inspection services for the Town, County staff shall report to the Planning Director or Chief Building Inspector who will be supervising the County staff while performing services pursuant to this Agreement. The duties of the County staff shall include building inspections, site plan reviews and all other tasks normally associated with building inspections work. The County staff shall not be responsible for zoning, subdivision, or other code enforcement or for the issuance of zoning permits or subdivision plat approvals, except to the extent such enforcement or approval require the input, consent or review of a building inspector. The County staff shall use vehicles owned by County in the course of providing services under this Agreement. The County will keep a detailed mileage log and bill the Town at the maximum rate allowed by the IRS; and
8. Either party may refuse to provide building inspection staff, if to do so would unreasonably burden the jurisdiction providing the staff. An "unreasonable burden" includes, but is not limited to, staffing requirements that leave the lending jurisdiction unable to adequately provide its own building inspections services, excessive travel times and/or distances for the building inspector(s), or exceptionally hazardous work conditions. What constitutes an "unreasonable burden" shall be solely within the discretion of the jurisdiction providing building inspections staff.
9. Upon request by the jurisdiction providing building inspections staff or by the building inspector himself or herself, the jurisdiction using building inspectors pursuant to this Agreement shall provide sworn law enforcement personnel (i.e. either a Sheriff's deputy or a police officer) to accompany the inspector.
10. Should any claims arise out of the services provided by the Town under this Agreement, Moore County agrees to indemnify and hold the Town, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property; costs or attorney's fees resulting from any act of negligence brought against the Town, its employees, agents, contractors and

Council Members arising as a result of the services performed on behalf of the County that are the subject of this Agreement and due to the negligence of the County, its employees, agents or contractors. The Town agrees to indemnify and hold the County, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any act of negligence brought against Moore County, its employees, agents, contractors and Commissioners arising as a result of these services performed on behalf of the Town that are the subject of this Agreement and are due to the negligence of the Town, its employees, agents or contractors; and

11. While this Agreement remains in effect, the County and Town shall maintain appropriate insurance coverage for work performed; and
12. This Agreement is authorized pursuant to N.C. Gen. Stat. § 160A-413; and
13. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party of its intent to terminate this Agreement; and
14. This Agreement shall be governed by the laws of the State of North Carolina; and
15. This Agreement represents the entire agreement between the Town and the County. This Agreement supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended by a written instrument signed by both the Town and the County; and
16. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party or the Town or the County; and
17. In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable; and
18. All parties shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

[This area has been left blank intentionally.]

COUNTY OF MOORE

By: _____
Nick J. Picerno, Chairman
Moore County Board of Commissioners

Attest:

By: _____
Laura M. Williams, Clerk to the Board

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

Finance Officer

TOWN OF ABERDEEN

By: _____
Robert A. Farrell, Mayor

Attest:

By: _____
Regina M. Rosy, Town Clerk

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

Beth Wentland, Finance Officer



TOWN OF ABERDEEN AGENDA ITEM ACTION REQUEST FORM

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

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

Contact Phone # 4517 **Date Submitted:** 6/1/16

Agenda Item Title: Quarterly Transportation Update

Work Session - Board Action (date of meeting should be filled in on line) :	
Information Only <u>6/13/16</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:

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



MEMORANDUM TO THE BOARD OF COMMISSIONERS – June 13, 2016

Item:
Quarterly
Transportation
Update

Staff would like to make the Board aware of the following transportation activities during the first two quarters of 2016 that impact Aberdeen.

Prepared by:
Pamela Graham,
Planning Director

1. Western Connector

The Western Connector Subcommittee (of the Moore County Transportation Committee) met in April and May to provide proposed routes for the Western Connector to NCDOT for study. The study concluded that Scenario 7 (enclosed) provides the best overall relief to projected 2040 traffic counts on Highway 5. This conceptual route can be included in the Moore County Comprehensive Transportation Plan (CTP). Carthage adopted a resolution regarding a conceptual route for the By-pass; with the Resolutions for the US 1 Superstreet Concept and a Conceptual Route for the Western Connector, the CTP can move forward.

2. TARPO

The Triangle Area Rural Planning Organization (TARPO) regular meeting was held on May 19 in Pittsboro. The agenda included point assignments for State Transportation Improvement (STI) projects that will be considered for funding in NCDOT's next cycle. The following project that directly impact Aberdeen received points (100 is the maximum point assignment):

- a. NC Highway 5 – Construct turn lanes at intersections and add paved shoulders (100 points);
- b. US 15-501 – Widening to four lanes from current 4 lane section in Aberdeen (new bridge) to US 401 in Laurinburg (100 points);
- c. Johnson Street Sidewalks – Construct sidewalks on both sides of Johnson Street from Panera Bread to the entrance of Southern Middle School at Mike's Place (this is a Division Needs Project that does not require point assignment from TARPO).

3. Highway 211 Widening Project (Project R-5709)

Two meetings have been held to date on this project, which involves a widening of the corridor to four lanes with medians from the 15-501 intersection to Raeford (15.4 miles). Staff has requested curb and gutter and sidewalks on both sides of the corridor within Aberdeen's jurisdiction, as well as bicycle lanes. Public meetings will be scheduled for the summer; staff has requested that one of these be within Aberdeen's jurisdiction.

The schedule for this project is expected to be:

- a. Environmental Assessment - 2017
- b. Final Environmental Impact Document - 2019
- c. Right-of-Way Acquisition - 2020
- d. Construction - 2025*

*There has been some discussion of the potential of moving the schedule up three years, with construction to begin in 2022.

4. Southern Moore County Transportation Efforts

A meeting has been scheduled for June 13th at 9:00 am at the Chamber office. Discussion items are expected to be:

- a. Status and update of progress on the Western Connector;
- b. Schedule for the CTP;
- c. Updates on STI Project list;
- d. Short term projects important to Aberdeen, Pinehurst, and Southern Pines.

5. US 1 Superstreet/15-501 Access Management

A meeting was held in January to have initial conversations about the two projects, which will likely run concurrently. The schedule is expected to be:

- a. Right-of-Way Acquisition - 11/2018
- b. Construction - 11/2019

The discussion included the Starbucks area as being a critical need for improvements, and that frequent public engagement will be needed as the project progresses.

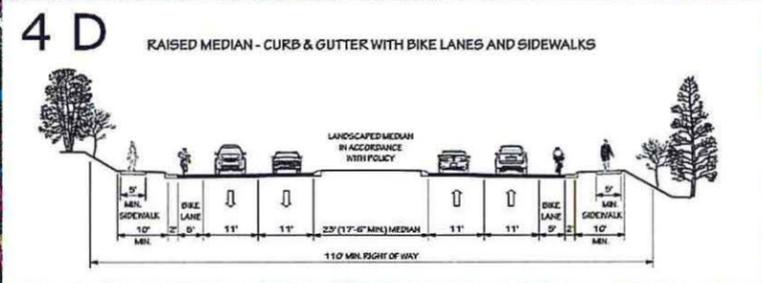
Enclosures: Western Connector Scenario 7 Concept

Moore County

Western Connector Scenario 7

CONCEPTUAL ONLY

5/25/16



Legend

- Churches
- Cemeteries
- Hospital
- Schools
- Red Cockaded Woodpecker Habitats
- Historic Buildings
- Highways
- Streets
- Federal Military Installations
- County and Municipal Parks
- Gamelands
- Historical Districts
- Golf Courses
- Goodwin State Forest
- Voluntary Agricultural Districts
- Significant Natural Heritage Areas
- Land Owned by Sandhills Area Land Trust
- Proposed Developments
- Walhour Moss Foundation
- Railroad
- Wetlands/Floodplains
- Streams
- Critical Water Supply Watershed



This concept is for planning purposes and only represents an operationally feasible corridor concept for consideration by the Moore County Transportation Committee (MCTC). The concept is subject to change and based upon the projected growth and development estimates submitted and approved by local county and municipal boards in 2014. The concept will need to be funded and the final design will be determined by environmental study.

NOTE: VALUES CALCULATED ONLY FOR FOCUS AREA SHOWN, AND OTHER VALUES MAY NOT HAVE YET BEEN CALCULATED. SEE OTHER STATIONS FOR ADDITIONAL DATA.

Moore County GIS Disclaimer
All the information contained on this media is prepared for the inventory of real property found within Moore County. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. All information contained herein was created for the County's internal use. MOORE COUNTY ITS OFFICIALS, AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNESS OR ACCURACY OF THE INFORMATION SET FORTH ON THIS MEDIA WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Any results of this data is strictly prohibited in accordance with North Carolina General Statutes 133-10.
Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).



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: Sharon Simpson **Department:** Finance

Contact Phone # 944-4516 **Date Submitted:** 6/6/16

Agenda Item Title: Award bid on 2017 Dump Truck with Front Plow with Spreader

Work Session - Board Action (date of meeting should be filled in on line) :	
Information Only _____	
Public Hearing _____	
Approval at work session – immediate action <u>06/13/16</u>	
Regular Board Meeting – Board Action (date of meeting should be filled in on line):	
New Business <u>6/13/16</u>	Information Only _____
Old Business _____	Consent Agenda _____
Public Hearing _____	Informal Discussion & Public Comment _____
Other Business _____	

Summary of Information:

2017 Dump Truck approved FY 16/17 budget had to be bid out as Formal Bid due to cost. Bids opened 6/13/16 @ 2:00 p.m.

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



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: T.C. Morphis **Department:** Town Attorney

Contact Phone # (919) 929-3905 **Date Submitted:** 06/08/2016

Agenda Item Title: Pactiv Grants

Work Session - Board Action (date of meeting should be filled in on line) :
Information Only 06/13/2016
Public Hearing N/A
Approval at work session - immediate action N/A

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 its last meeting, the Board of Commissioners directed me to write a letter to Pactiv (i.e. International Tray Pads & Packaging, Inc.) - the letter has been prepared and will be reviewed with the Board. Further discussion of the Town's obligations and options with regard to this item can be discussed in closed session pursuant to G.S. 143-318.11(a)(3) to preserve the attorney-client privilege.

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

LEGALLY BINDING COMMITMENT

STATE OF NORTH CAROLINA

TOWN OF ABERDEEN (APPLICANT)

International Tray Pads & Packaging, Inc. (COMPANY)

PUBLIC FACILITIES AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the 11th day of March, 2013, by and between **International Tray Pads & Packaging, Inc.**, a corporation authorized to transact business within the State of North Carolina (hereinafter referred to as the "Corporation") and the **Town of Aberdeen**, North Carolina (hereinafter referred to as the "Applicant"). This Agreement will not become effective until all conditions placed upon the Applicant's funding approval are satisfied and funds are released by the Department of Commerce (hereinafter "DOC") pursuant to a Community Development Block Grant (hereinafter "CDBG") with the Applicant.

WITNESSETH

WHEREAS, the Applicant anticipates receiving a Community Development Block Grant from the Department of Commerce in the amount of \$243,000 to be used primarily to benefit low to moderate-income persons by financing the economic development project to be undertaken by the Applicant and the Corporation (the "Project").

NOW, THEREFORE, in consideration of the promised and the mutual covenants and promises set forth herein, the Corporation and the Applicant hereby agree as follows:

I. AGREED ACTIONS

A. The Corporation shall execute its responsibilities as identified in Corporation's narrative exhibits and the employment profiles contained in the Applicant's CDBG application to DOC. Those exhibits and commitments are incorporated herein by reference, as if set out in full. The Corporation agrees to build and operate the Project in a timely manner. Briefly, those documents describe the renovation of a 100,000 square foot facility (the "Facility") on a 8.4355 acre site located in Aberdeen, Moore County, North Carolina (the "County"). The Corporation currently has existing operations in Aberdeen and now commits to employ at least 33 people by

February 6, 2015. The Corporation can request that DOC verify the creation of the jobs stated above prior to February 6, 2015, and release the Corporation from further job creation documentation. In addition, the Corporation commits to employ persons whose household income is within low to moderate-income limits in sixty percent (60%) of all the jobs to be created at the Corporation's Facility. The Corporation agrees that if it fails to create 33 jobs prior to February 6, 2015 or verified by DOC, it will reimburse DOC \$7,364 for each job not created. The Corporation also agrees that if the number of jobs created for prior low to moderate-income people at the Facility falls below fifty one percent (51%) of the total jobs stated above at the Facility, the entire grant amount will be due and payable to DOC by the Corporation. The Corporation's liability under this Agreement shall not exceed the dollar amount of the grant made by the Department of Commerce. If unforeseen calamity, an Act of God or financial disaster is the cause of action under this section of the Agreement, the Corporation and the Applicant may appeal to DOC for an extraordinary modification of this responsibility. Such modification shall be at the discretion of the Secretary of the Department of Commerce. The requirement that persons of low to moderate income must hold a minimum of fifty-one percent (51%) of all jobs created cannot be waived.

B. Each party shall keep and maintain books, records, and other documents relating directly to the receipt and disbursement of grant funds and fulfillment of this Agreement.

C. Each party agrees that any duly authorized representative of the Applicant, DOC, the United States Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all of the books, records, and other documents relating to the grant and the fulfillment of the Agreement for a period of five (5) years following the completion of all close-out procedures respecting the CDBG funds, and the final settlement and conclusion of all issues arising out of the CDBG funds.

D. Notwithstanding anything herein to the contrary, the parties hereto acknowledge the due execution of the CDBG Grant Agreement between the Applicant and DOC and agree that any conflict between the provisions, requirements, duties, or obligations of this Agreement and the CDBG Grant Agreement shall be resolved in favor of the CDBG Grant Agreement.

II. ENFORCEMENT

A. If at the end of the approved project period the Corporation has failed to create the full number of job positions and low to moderate-income job positions presented in Agreed Actions Section I of this Agreement, then the Corporation will pay to the Applicant an amount calculated in the manner set out in Section I-A of this Agreement.

B. This Agreement constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina.

III. PUBLIC RECORDS LAW

The Corporation acknowledges that it has read and understands North Carolina's laws regarding the treatment of public records and confidential information, and their application to economic development projects, including without limitation, those provisions set forth in Exhibit A.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under Seal as of the date first above written.

Town of Aberdeen (Applicant) International Tray Pads & Packaging (Corporation)

Elizabeth B. Meier
Mayor

[Signature]
Authorized Representative

Regina M. Rasy (SEAL)
Clerk

Deann Hartatez (SEAL)
Witness

3-11-13
Date

2/19/13
Date

OFFICIAL SEAL
DEANN HARTATEZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/17/14

PRIVATE OWNER LOAN/PERFORMANCE AGREEMENT

This Loan Performance Agreement (the "Agreement") is entered into this 7th day of MAY, 2013 by and between the Owner of the Property located at 3289 NC S HIGHWAY, ABERDEEN NC (hereinafter referred to as the "Owner") and TOWN OF ABERDEEN (hereinafter referred to as the "Governmental Unit"), who hereby agree as follows:

WITNESSETH:

WHEREAS, Governmental Unit has provided loan support to or for the benefit of the Owner in order to stimulate and support economic development in the local geographic area by making the Property available to the Business to create new jobs (the "Business"); and

WHEREAS, a portion of such support has come from the Rural Economic Development Center, Inc. (the "Center") pursuant to its mission to stimulate and support economic development in the rural areas of North Carolina; and

WHEREAS, the Center requires the Owner to enter into this Loan/Performance Agreement as a condition of providing the support to the Governmental Unit for this project;

NOW, THEREFORE, in consideration of the mutual promises and other valuable considerations as shall be set out herein, the parties hereto do mutually agree to the following terms and conditions:

1. Program. The parties have agreed to develop, perform, and complete the work set out in *Exhibits A, B, C, and D* (hereinafter referred to as the Project) and said Project being that work described in the proposal entitled *Project Huggles - International Tray Pads & Packaging* as approved by the Center.
2. Loan. Governmental Unit hereby loans to the Owner the sum of 175,000.00 to fund the Project. The parties acknowledge that this Loan will be repayable only in the event the Business fails to achieve certain job creation goals described in paragraph 3 below. In the event such job creation goals are not achieved, the Owner agrees to pay to the Governmental Unit for redistribution back to the Center, the amount set forth in paragraph 5 below. As evidence of the obligation of the Owner hereunder, the Owner shall execute the promissory note, which shall also be executed by any individual owning in the aggregate at least 75% owner, which is attached hereto and incorporated herein by reference.
3. Job Creation. The Owner agrees that the Business shall be required to create 35 number of Jobs (defined below) within twenty-four months of 2/27/2013, the date of the grant's approval by the Center. The Owner hereby acknowledges that the funding by the Center and the Governmental Unit is predicated upon the satisfaction of this objective by the Business, that failure to achieve this objective will constitute a material default under the terms of this Agreement, and that any such failure shall require the Owner to repay all or a portion of the Loan pursuant to the provisions of paragraph 5 below. For purposes of this Agreement, a "Job" shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) with the Business, at a wage at least equal to minimum wage, and located in North Carolina. The owner agrees that the Business reported the existence of 46 full-time jobs in North Carolina (Baseline Number) at the time the application of application to the Center AND the Owner hereby acknowledges that the Jobs created to satisfy the job creation objective must exist above the Baseline Number AND that the Business must maintain the full employment level required to meet the Job Creation objective for a period of six consecutive months.

4. Verification of Jobs. On the date that the required number of required new jobs have been created and maintained for six consecutive months the Owner shall cause the Business to notify the Governmental Unit so that the Governmental Unit and the Center can verify satisfaction of the conditions. The Owner shall cause the Business to provide to the Governmental Unit and the Center, or their respective designees, full and complete access to all records of the Business that would be reasonably necessary to verify the number and types of jobs created, and the wages paid to employees. Failure to provide such access upon reasonable request shall constitute a default under the terms of this Agreement.
5. Repayment. If the Business fails to create the required number of Jobs within twenty-four months from the date of the grant's approval by the Center, the Owner shall repay to the Governmental Unit, for redistribution back to the Center, an amount equal to the product of (i) \$5,000 (the amount of loan funds divided by the number of Jobs in paragraph 3) and (ii) the number of Jobs required to be created under paragraph 3, minus the number of jobs created, above the baseline number reported, that have been in existence for 6 consecutive months. If a requirement exists to repay any sums hereunder, the Governmental Unit shall notify the Owner in writing of the amount to be repaid, and shall direct it to pay such amount directly to the Center. All such amounts due hereunder shall be due upon demand by the Governmental Unit or the Center. If not paid within 30 days following demand hereunder, the unpaid amount due hereunder or any instrument securing this obligation, shall bear interest at the rate of 10 % per annum after demand until paid. Upon default in such payment, the Governmental Unit or the Center may employ an attorney to enforce their rights and remedies, and the Owner hereby agrees to pay the reasonable attorney's fees or the Governmental Unit or the Center, not exceeding a sum of 15% of the outstanding balance owing hereunder, plus all other reasonable expenses incurred by such party in exercising any of the its rights and remedies upon such defaults.

Termination of the Business prior to completion of the job creation requirements will constitute default and will cause the Local Government to suspend any further payments to the Property Owner and will require the Property Owner to repay to the Local Government any sums previously paid.

6. Records. The Owner agrees to maintain, and to cause the Business to maintain, full, accurate and verifiable records, supporting documents, and all other pertinent data for this Project to enable the verification of the requirements contained in this Agreement. All such financial records, supporting documents, and other pertinent records related to the Project shall be maintained for a period of at least 3 years from the Job Commitment Date. In the event any such records are audited, all such records shall be retained beyond the 3-year period until any and all audit findings have been resolved. The Owner agreed to make available, and to cause the Business to make available, to the Governmental Unit, the Center, or their designated representatives, all of its records which relate to the Project and the creation of Jobs, and agree to allow the Governmental Unit or the Center or their representatives to audit, examine, and copy any and all data, documents, proceedings, records and notes of activity related in any way to the Project or such Job creation. Access to these records shall be allowed upon request at any time during normal business hours, and as often as the Governmental Unit or the Center or said representatives may deem necessary.
7. Reports. The parties acknowledge that a portion of the funds which are the subject of this Agreement are appropriated by the North Carolina General Assembly. Accordingly, the Owner acknowledges and agrees that it may be subject to the audit and reporting requirements prescribed by N.C.G.S. §159-34, Local Government Finance Act-Annual Independent Audit; rules and regulations, or N.C.G.S. §143-6-23, State Grant Funds; Administration; oversight and reporting requirements; as applicable. The Owner agrees to comply with any reasonable requests made from time to time by the Center for other financial and organizational materials to permit the Center to comply with its fiscal monitoring responsibilities.
8. Representations and Warranties. The Owner hereby represents and warrants that:
 - (a) It is duly organized and existing, and, if a corporation, is duly incorporated under the laws of the state of North Carolina.

- (b) The execution and delivery of this Agreement has been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws, or other applicable organizational documents of such party, nor the provisions of any indenture, agreement, or undertaking to which it is a party or by which it is bound.
- (c) There is no action, suit, proceeding, or investigation at law or in equity for any court, public board, or body pending, or to such party's knowledge, threatened against or affecting it, that could or might adversely affect the Project, the creation of the Jobs, or any of the transactions contemplated by this Agreement, or the validity or enforceability of this Agreement or such party's ability to discharge its obligations under this Agreement. If it is subsequently found that an act, suit, proceeding or investigation did or could threaten the development of the Project or the creation of such Jobs, such party shall be liable to the Governmental Unit and to the Center for repayment of the entire amount of the Loan.
- (d) Such party shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself, and agrees in writing to be bound by all of the obligations and undertakings of such party contained in this Agreement. If such party so merges, consolidates, or sells its assets without such an undertaking being provided, such party agrees to repay to the Governmental Unit and the Center the full amount of sums loaned under this Agreement.
- (e) No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by such party or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. Such party shall provide the Governmental Unit or the Center with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Agreement.
- (f) Such party is solvent.

9. Termination: Availability of Funds

- (a) If the Owner shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or shall, violate any of the covenants or stipulations of this Agreement, the Governmental Unit shall thereupon have the right to terminate this Agreement by giving written notice to the Owner of such termination and by specifying the effective date of termination. In such event, the Governmental Unit shall have no responsibility to make additional payments under this contract after the date of termination. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the date of termination and the Owner shall repay all unspent grant funds upon the demand of the Governmental Unit.
- (b) It is understood that the Governmental Unit's obligation to pay any amounts under this Agreement is contingent upon the availability and continuation of funds for such purpose. In the event that funds for this Project become unavailable, the Governmental Unit may terminate this Agreement upon thirty (30) days written notice to the OWNER. All obligations of the Governmental Unit to make payments under this Agreement shall cease as of the Termination Date.

10. Liabilities and Loss. As between the Owner and the Governmental Unit, the Governmental Unit assumes no liability with respect to accidents, bodily injury, illness, breach of contract or any other damages or loss, or with respect to any claims arising out of any activities undertaken by the Owner under this Agreement, whether with respect to persons or property of the Owner, or third parties. The Owner agrees to obtain insurance or otherwise protect itself or others as it may deem desirable. Further, the Owner agrees to indemnify, defend and save harmless the Governmental Unit and its officers, agents and employees against any liability, including costs and expenses and attorneys' fees, for the Owner's violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or

other unlawful matter contained in such information. The owner also further agrees to indemnify, defend, and save harmless Governmental Unit and its officers, agents and employees from any and all claims and losses accruing or resulting to any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Owner or its agents in the performance of the Project and this Agreement.

11. Special Provisions and Conditions.

- (a) Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, colors, sex, national origin, or handicap related to the activities of this Agreement.
- (b) Compliance with Laws. The Owner shall at all times comply, and to cause the Business to comply, with all laws, ordinances, and regulations of the State, Federal and Local Governments which may in any manner affect the performance of the Agreement.
- (c) Non-Assignability. The Owner shall not assign any interest in the Agreement, nor should they transfer any interest in the same, without the written consent of the Governmental Unit; provided however, that claims for money due to the Owner from the Governmental Unit under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
- (d) Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

To the Governmental Unit: Attn: _____

If to the Owner: Attn: _____

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

- (e) Execution. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.
- (f) Construction. This Agreement shall be construed and governed by the laws of the state of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GOVERNMENTAL UNIT NAME: TOWN OF ABERDEEN

By: Elizabeth B. Maguire

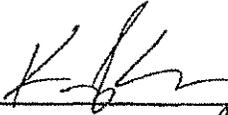
Title: MAYOR

OWNER NAME: Kevin P Quinn

By: KP

Title: VP Operations

If By Entity:

By: 
Name: Kevin P. Quinn
Title: VP Operations

**STATE OF NORTH CAROLINA
COUNTY OF MOORE**

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into this 19 day of August, 2013 (the "Agreement"), by and between INTERNATIONAL TRAY PADS & PACKAGING, INC. (the "Company"), a North Carolina limited liability corporation having a mailing address of P.O. Box 307, Aberdeen, NC 28315; the TOWN OF ABERDEEN (the "Town"), a North Carolina municipal corporation having a mailing address of P.O. Box 785, Aberdeen, NC 28315; and COUNTY OF MOORE, NORTH CAROLINA (the "County"), a political subdivision of the State of North Carolina with a mailing address of P.O. Box 905, Carthage, NC 28327.

WITNESSETH

WHEREAS, the Company operates a manufacturing plant in Aberdeen, North Carolina, which produces absorbent products used in fresh packed point of purchase meat, fish, poultry, and produce, and presently employs forty-six (46) people; and

WHEREAS, the Company is seeking to expand its operations within the County, with plans to create at least thirty-three (33) new full-time jobs within twenty-four (24) months of expansion; and

WHEREAS, the Company is currently served by a septic sewer system, and will require access to County sewer lines, as well as installation of an eight-inch gravity sewer line and a flow monitoring station, due to its aforementioned expansion; and

WHEREAS, the County has determined that in order to stimulate the local Moore County economy and to promote business in Moore County, it is necessary and desirable to financially assist the Company by providing an economic development grant match to facilitate the company's expansion and provide the Company's necessary access to sewer; and

WHEREAS, both the Town and the County endeavor to promote economic development as a public purpose for the benefit of the citizens of Moore County; and

WHEREAS, the County and the Town find that in order to retain the Company, its investments and employment opportunities in Moore County, North Carolina, as well as to stimulate the local economy and to support existing industry by creating new employment opportunities, it is necessary and desirable to enable the Company to access a public sewer line; and

WHEREAS, the County and the Town have a public purpose of promoting economic development in order to increase their respective tax bases and to provide jobs for their citizens, thereby improving the quality of life of the citizens in Moore County; and

WHEREAS, pursuant to North Carolina General Statutes 153A-449, 158-7.1, 158-7.2, 158-7.4, and 160A-20.1 the County, the Town, and the Company may enter into an interlocal agreement in connection therewith; and

WHEREAS, based upon information provided by the Company, the County and the Town find that the consideration the County and the Town will receive, based upon prospective tax revenues and other income coming to the County and the Town as a direct result of the expansion of the Company within the County, will be equal to or greater than the economic development grant match from the County; and

WHEREAS, based upon information provided by the Company, the County and the Town find that the expansion of the Company within the County and the Town will increase taxable property in the County and Town, as well as result in a substantial number of jobs in the County and Town.

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

1. The County and the Town will each provide Fifteen Thousand Five Hundred 00/100 Dollars (\$15,500.00), for a total of Thirty-One Thousand 00/100 Dollars (\$31,000), as an economic development grant match for the purpose of installing an eight-inch gravity sewer line along with a flow monitoring station and connecting the Company to County sewer lines. If, however, the Company fails to meet the economic goals described in this Agreement, including the creation of thirty-three (33) new, full-time jobs within twenty-four (24) months of expansion, it shall immediately repay in full all funds provided by the County and the Town, upon written request from either local government. The County and the Town will provide an economic development grant match for the Company's expansion in accordance with the following provisions:
 - a. The County and the Town each agree to provide a grant match to the Company in the amount Fifteen Thousand Five Hundred 00/100 Dollars (\$15,500); and
 - b. The County and the Town will provide the grant match within thirty (30) days after the County and the Town have received full payment of all County and the Town ad valorem taxes assessed by the County for the current tax year against the Company's real and personal property located in the County; and
 - c. Thereafter, the Company shall do the following:
 - i. Continue to occupy its current Facility for at least five (5) years after the expansion;

- ii. Shall employ a minimum of thirty-three (33) new fulltime employees within six (6) months after the expansion; and
 - iii. The company shall retain the thirty-three (33) new full-time positions at the Aberdeen facility for a minimum of five (5) years.
2. In the event the Company fails to satisfy either of the terms specified in paragraph 1.c, the Company shall immediately repay in full the grant match provided by the County and the Town, upon written request from either the County or the Town.
3. The Company agrees to provide to the County and the Town reasonable documentation sufficient to fully verify the Company's compliance with the terms and conditions stipulated in Paragraph 1 above, and to provide any other non-confidential documentation as may be requested by the County and the Town to assist the County and the Town in determining the Company's compliance.
4. The Company shall not discriminate against any person on the grounds of race, color, national origin, sex, age or disability in the administration of this Agreement; nor shall any person be excluded from participation in, or be denied the benefits of any project constructed or work undertaken under this Agreement on the grounds of race, color, national origin, sex, age or disability.
5. The laws of North Carolina shall control and govern this Agreement.
6. The County, the Town, and the Company respectively bind themselves, their partners, successors, assigns and legal representative to the other parties hereto in respect to covenants, agreements and obligations contained herein. No party to the Agreement shall assign the Agreement in whole or in part without written consent of the other parties. If any party attempts to make such an assignment without the written consent of the other parties, the assigning party shall nevertheless remain legally responsible for all obligations under the Agreement.
7. This Agreement may be modified only by a written agreement executed by all parties hereto.
8. Any controversy or claim arising out of this Agreement shall be settled by mediated settlement or by an action initiated in the appropriate division of the General Court of Justice in Moore County, North Carolina.
9. This Agreement sets forth the entire Agreement between the County, the Town and the Company and supersedes any and all other agreements on this subject between the parties.

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

COUNTY OF MOORE

INTERNATIONAL TRAY PADS & PACKAGING, INC.

By: [Signature]
Nick J. Picerno, Chairman
Board of Commissioners

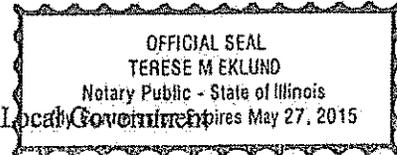
By: [Signature]
(Title) VP Operations

Attest: [Signature]
Laura Williams
Clerk to the Board

Attest: [Signature]
(Title) Notary Public

Certificate of Finance Officer:

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



[Signature]
Carrie H. Neal
Finance Officer

TOWN OF ABERDEEN

By: [Signature]
Elizabeth B. Mofield, Mayor

Attest: [Signature]
Regina Rosy, Town Clerk

Certificate of Finance Officer:

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

[Signature]
Beth Wentland
Finance Officer