



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

November 14, 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 #15-11 Regarding Temporary Health Care Structures. Public Hearing scheduled for 11/28/16
 - b. UDO Text Amendment #16-11 Regarding Water Supply Watershed Overlay District Regulations. Public Hearing scheduled for 11/28/16
 - c. UDO Text Amendment #16-12 to Establish an Independent Board of Adjustment. Public Hearing scheduled for 11/28/16
 - d. Conditional Use Permit CU #16-07 for Cynthia Paris. Public Hearing Scheduled for 11/28/16
2. An Ordinance Declaring Road Closures for the 2016 Reindeer Fun Run. Consider action at Work Session
3. Proposed Amendments to the Planning Department Fee Schedule. Consider action at Work Session
4. Connect NC Bond Grant Application. Consider action at Work Session
5. Contract with Moore County EMS. Consider action at Work Session

6. Purchase of Fire Truck. Information Only
7. FEMA Update. Information Only
8. Other Business.
9. 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.
10. 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:** 10/26/16

Agenda Item Title: UDO Text Amendment #15-11 Regarding Temporary Health Care Structures - Schedule for Public Hearing

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

Information Only _____

Public Hearing 11/28/16

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:

Consent agenda item for work session

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: P Graham **Department:** Planning

Contact Phone # 4517 **Date Submitted:** 11/2/16

Agenda Item Title: Text Amendment UDO #16-11 Regarding Water Supply Watershed Overlay District Regulations

Work Session - Board Action (date of meeting should be filled in on line) :
Information Only _____
Public Hearing 11/28/16
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:
For Consent Agenda to Schedule for Public Hearing on 11/28/16

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: P Graham **Department:** Planning

Contact Phone # 4517 **Date Submitted:** 11/2/16

Agenda Item Title: Text Amendment UDO #16-12 To Establish an Independent Board of Adjustment

Work Session - Board Action (date of meeting should be filled in on line) :	
Information Only _____	
Public Hearing <u>11/28/16</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:
For Consent Agenda to Schedule for Public Hearing on 11/28/16

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: P Graham **Department:** Planning

Contact Phone # 4517 **Date Submitted:** 11/14/16

Agenda Item Title: Conditional Use Permit CU #16-07 for Cynthia Paris

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

Information Only _____

Public Hearing 11/28/16

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:

Item to be scheduled for Public Hearing on 11/28/16.

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: Daniel Martin **Department:** Planning

Contact Phone # 910.944.4506 **Date Submitted:** 10/18/16

Agenda Item Title: Road(s) Closure | Reindeer Fun Run

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

Information Only _____

Public Hearing _____

Approval at work session - immediate action 11/14/16

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:

This item is related to the Reindeer Fun Run event to be held on December 3, 2016. Staff recommends adopting the attached resolution in support of state road closures on this day.

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

**AN ORDINANCE DECLARING A ROADS CLOSURES FOR THE TOWN OF ABERDEEN
2016 REINDEER FUN RUN**

WHEREAS, the Aberdeen Board of Commissioners acknowledges an ongoing tradition of hosting the Reindeer Fun Run foot race event both for the pleasure of its citizens with proceeds benefiting the Boys and Girls Club; and

WHEREAS, the Aberdeen Board of Commissioners acknowledges that its citizens realize a financial benefit from hosting the annual Reindeer Fun Run event; and

WHEREAS, the Aberdeen Board of Commissioners acknowledges that the event requires approximately two (2) hours to install signing and traffic control, and also requires approximately two (2) hours for removing signs, traffic control, and litter;

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

Section 1. Pursuant to authority granted by G.S. § 20-169, the following roads, which are part of the State highway system, are hereby declared to be temporarily closed **on December 3, 2016 between the hours of 8:00 a.m. and 12:00 p.m.:**

1. Poplar Street (SR 2055) from Main Street (SR NC-5) to Peach Avenue; and
2. Peach Avenue from Poplar Street (SR 2055) to Sycamore Street; and
3. Sycamore Street from Peach Avenue to Maple Street; and
4. Midway Road (SR 2059) from Sycamore Street to Saunders Boulevard (SR 2053); and
5. Bethesda Road (SR 2042) from Saunders Boulevard (SR 2053) to Bethesda Avenue (SR NC-5); and
6. Maple Street from Sycamore Street to Bethesda Avenue (SR NC-5); and
7. Bethesda Avenue (SR NC-5) from Maple Street to Pee Dee Road; and
8. NC Hwy. 211 from Pee Dee Road Main Street (SR NC-5); and
9. Main Street (SR NC-5) from NC Hwy. 211 to Poplar Street (SR NC 2055).

Section 2. This ordinance shall become effective when signs are erected giving notice of the limits and times of E, and implementation of adequate traffic control to guide through vehicles around the parade route.

Section 3. A copy of this adopted ordinance shall be provided to the North Carolina Department of Transportation.

Section 4. All provisions of any town ordinance or resolution in conflict with this ordinance are repealed.

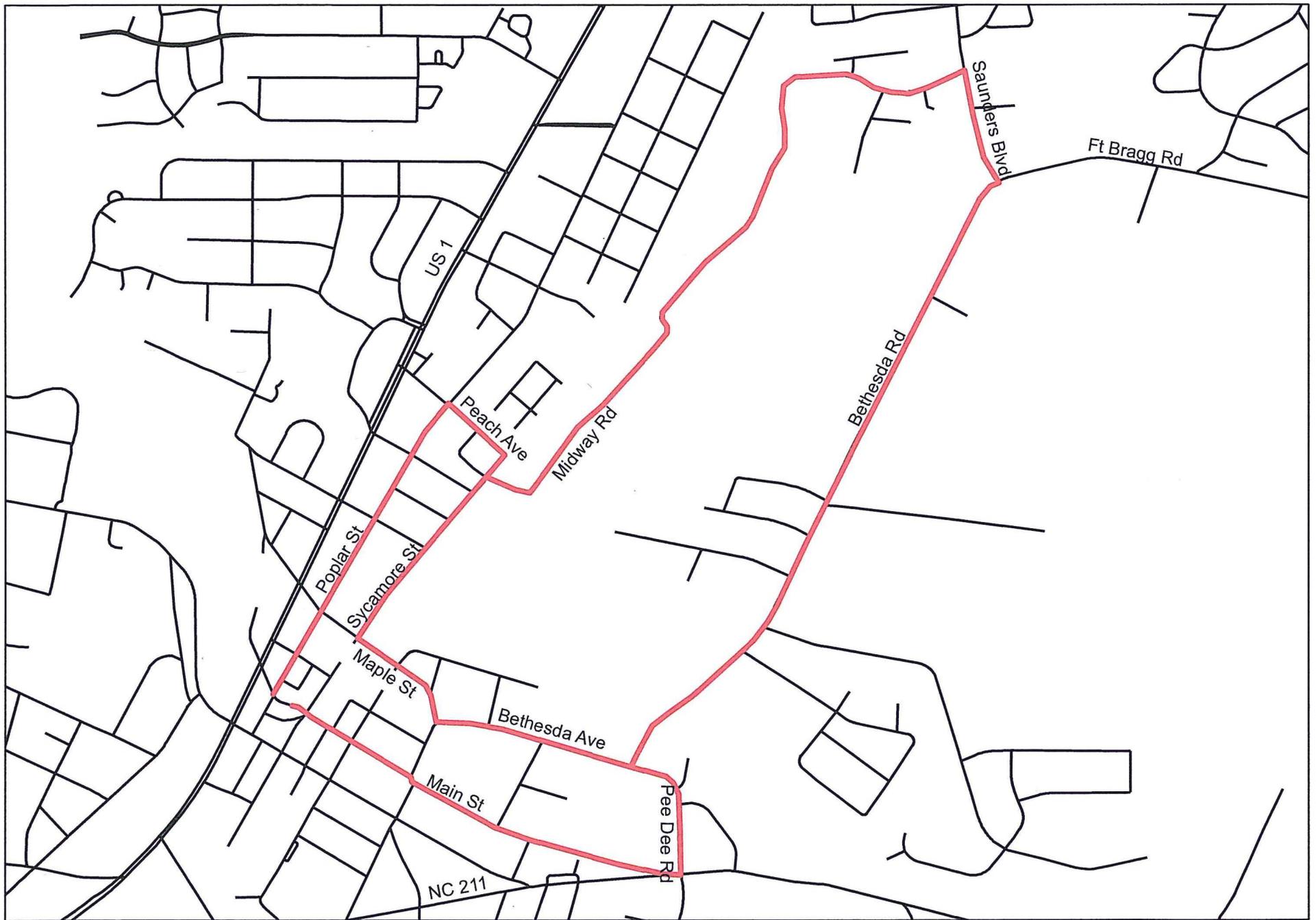
The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this _
_____ day of _____, 2016.

Ayes: _____
Noes: _____
Absent or Excused: _____
Dated: _____

Robert A. Farrell, Mayor

Attest:

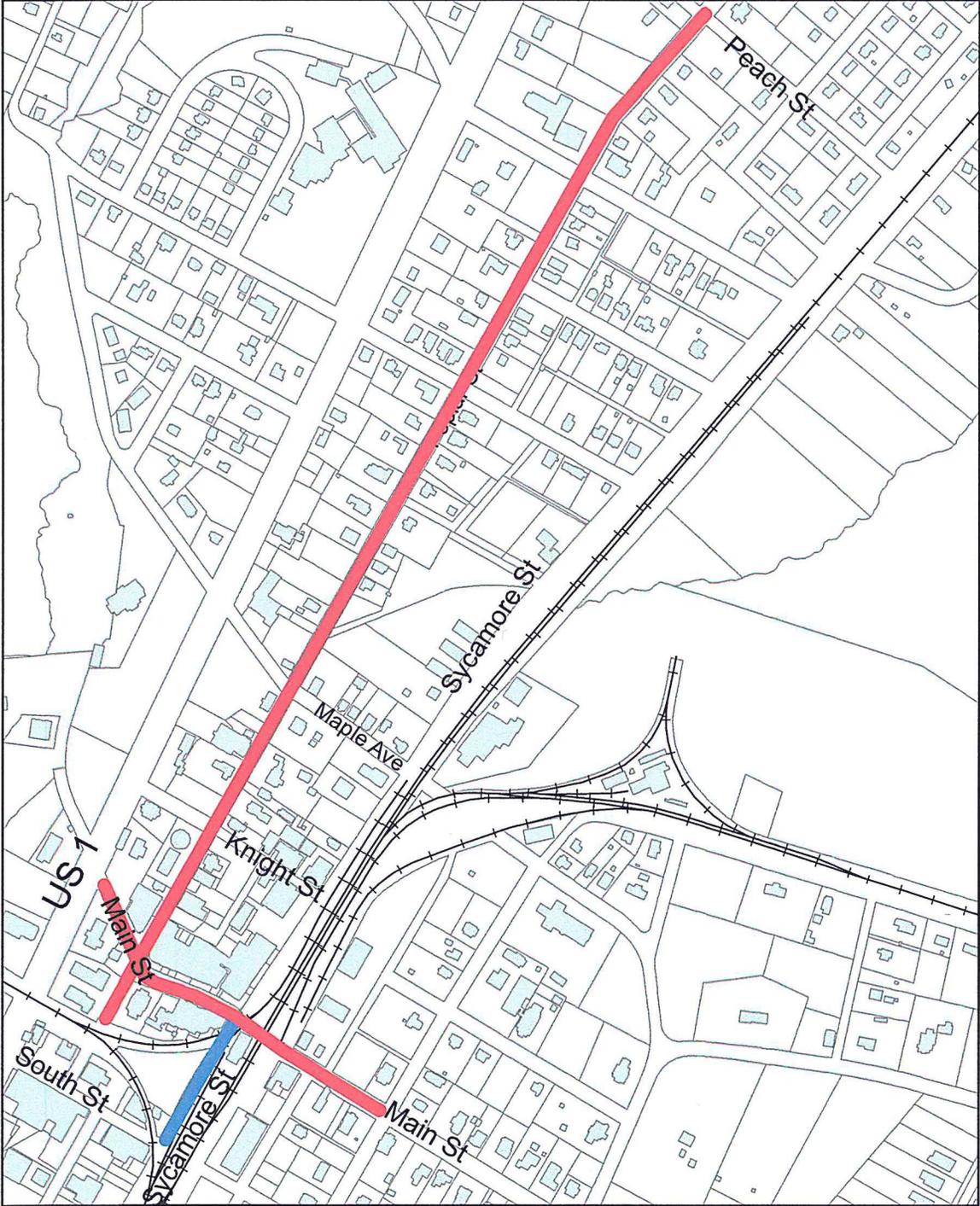
Regina M. Rosy, Town Clerk



**2016 Reindeer Fun Run
Race Routes
Saturday, Dec 3, 2016**

Streets depicted in red will be closed for the duration of the race (8am - 12:00 noon). Please plan your morning accordingly and welcome and support the runners during this event benefitting our local Boys & Girls' Clubs! For more information visit: www.reindeerfunrun.com

PROPOSED ROAD CLOSURE REINDEER FUN RUN DECEMBER 3, 2016



LEGEND

CLOSED SAT 6AM - 11AM 

CLOSED FRI 3PM - SAT NOON 



TOWN OF ABERDEEN AGENDA ITEM ACTION REQUEST FORM

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

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

Contact Phone # 4517 **Date Submitted:** 11/8/16

Agenda Item Title: Recommended Revisions to Planning Department Fee Schedule

Work Session - Board Action (date of meeting should be filled in on line) :
Information Only _____
Public Hearing _____
Approval at work session - immediate action 11/14/16

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:

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



MEMORANDUM TO THE BOARD OF COMMISSIONERS – November 14, 2016 Work Session

Description of Request

Request:

Revisions to the
Permitting Fee
Schedule

Prepared by:

Pamela Graham,
Planning Director

Staff has drafted the attached revised Fee Schedule for the Board's review and comments (a "red-line" and a "clean" version are included). The revisions are suggested in an effort to clarify fees for applicants and staff and to ensure that appropriate fees are being charged to compensate the town for staff time, training, certification and vehicle maintenance, and other expenses associated with our permitting activities. We have verified that the proposed changes are reasonable when compared to fees charged by Southern Pines and Pinehurst. The specific changes are detailed below.

- Residential Building Permits have been adjusted to \$100 + .20 per square foot. This change will result in an average increase of \$75 per residential building permit;
- Residential Building Remodels and Alterations have been adjusted to \$75 + .20 per square foot. The square footage cost is identical to that of the new construction residential permits in the previous category because of the similarities in the plan reviews and inspections for the two, but the total cost will in most cases be far less due to the smaller square footages typically associated with remodels;
- Electrical permits up to a 200 amp service have been adjusted from a \$150 to a \$200 flat fee;
- Plumbing fees are increased to \$100 + \$10 per fixture (residential) and \$200 + \$20 per fixture (commercial);
- Mechanical fees are increased to \$100 per system (residential) and \$150 per system (commercial);
- Day Care Inspections are increased to \$200;
- Swimming pools are decreased to \$100, including electrical;
- Re-inspection fees are increased to \$100 for the first re-inspection;
- A clarification with no change in fees is made for Site Plan Reviews;
- Rezoning requests are adjusted as a flat fee of \$300 with no per acre additional fee. Rezoning requests require published notice with typical costs of +/- \$235.00;

- Conditional use permits for planned developments are reduced from \$500 to \$300 + a \$20 per each acre over five charge;
- Minor modifications to conditional use permits will now carry a \$100 fee to cover staff efforts and the cost of recording;
- Watershed Protection Permits will now carry a \$100 fee for staff efforts and the required special called meeting of the Watershed Review Board;
- Special Intensity Allocation Applications for properties in the Water Supply Watershed will now carry a fee of \$350 + \$20 per acre over one, to include Plan Review;
- ABC permits, which only require a simple zoning verification, have been reduced to \$25.

Research is currently ongoing regarding the town's options for reimbursement of consulting engineering review fees. Staff intends to bring that to the Board as a separate item early next year.

Staff Recommendation

Staff recommends that the Board review the request for revisions to the Fee Schedule as indicated in the attached draft and adopt the resolution provided.

Enclosures: Draft Fee Schedule – Red-line version
Draft Fee Schedule – Clean version
Draft Resolution Approving the Fee Schedule

Aberdeen Planning Dept. Fee Schedule Draft 11-8-16

Service	Fee
Residential Building (Including Residential Additions and Stick Built Sheds)	\$75100.00 + .1820 sq ft
Residential Building (Remodel/Alterations)	\$5075.00 + .1020 sq ft
Commercial Building	\$100.00 + .20 sq ft
Commercial Upfit	\$100.00 + .15 sq ft of foot print area(s) where work is to be conducted
NCHORF (required by State of NC)	\$10.00
Insulation	\$50.00
Commercial Insulation	\$75.00 per 10,000 Sq. Ft.
Portable Buildings/Carports	\$50.00
Deck	\$50.00
Temporary Pole - Residential	\$50.00
Temporary Pole - Commercial	\$75.00
Up To Electrical 200 Amp Service (1 Phase)	\$150200.00
Each additional Electrical 200 Amp Service	\$150.00 per each additional 200 Amp's
Temporary Power	\$100.00
Panel/Mtr. Base Replacement	\$100.00 if same for same
Panel Replacement with service change	\$75.00, \$125.00 above 200 amp
Alterations (remodel or addition) including generators	\$50.00
Service Change Only	\$50.00
Load Control / Disconnect	\$15.00 each
Miscellaneous Electrical Permit	\$50.00
Plumbing - Residential	\$75100.00 + \$710 per fixture
Plumbing - Commercial	\$100200.00 + \$720 per fixture
Hot-Water Heater Change-out	\$50.00
Sprinkler System – Irrigation	\$50.00
Water/Sewer Tap	\$50.00
Mechanical	\$75100.00 per system
Mechanical – Commercial units	\$75150.00 per system + \$ 10 per ton
New Gas Line	\$50.00
Commercial Range, Grease Hood, Etc.	\$50.00
Smoke Test – over 5 tons	\$50.00
Duct Work for alterations	\$35.00
Refrigeration	\$50.00 + \$10.00 per unit
Miscellaneous Mechanical Permit	\$50.00
Day Care Special Inspection	\$100200.00
Demolition	\$150.00
Pool – includes electrical	\$150100.00
Petroleum Tanks (above/below)	\$50.00 each
Petroleum Product Dispenser	\$50.00 +\$20 each addition disp.
Tent	\$50.00
Fire Alarm System (includes plan review)	\$50.00
Fire Sprinkler Systems: New/Renovations (plan review/100 heads)	\$100.00 + .50 each additional head
Fire Suppression System	\$100.00
Fence	\$50.00
Manufactured Housing	\$250.00 includes all trades
Modular Housing	Use Residential Fees
Re-inspection fee	\$50100 1st , \$100 2nd , \$200 3rd , etc...
Failure to obtain permit	Double Permit Fee

Site Plan (Single Family – <u>See Zoning Permit=No Fee</u> ; Subdivisions = see <u>Subdivisions</u> below)	\$250 + \$20 per each acre over 1
Rezoning	\$250 + \$20 per each acre over 1 <u>\$300</u>
Conditional Use – Home Occupation	\$150
Conditional Use - Planned Development	\$500 <u>\$300</u> + \$20 per each acre over 5
Conditional Use – Other	\$250.00
<u>Minor Modification to Conditional Use Permit</u>	<u>\$100.00</u>
Special Use Permit	\$150.00
Subdivision – Major/Minor subdivisions Preliminary/Final Plat (charged once, includes site plan review)	\$150.00 (first 10 lots) plus \$10 per each additional lot
Dollar Value per Acre for Open Space Calculation	Tax value at time of application, or most recent purchase price, whichever is greater
UDO Text Amendment	\$300.00
Code of Ordinance Text Amendment	\$150.00
Board of Adjustment	\$250.00
Commercial Building Reuse Inspection	\$50.00
Certificate of Appropriateness	\$50.00
<u>Watershed Protection Permit</u>	<u>\$100.00</u>
<u>Special Intensity Allocation Application (includes Plan Review)</u>	<u>\$350.00 + \$20 per acre over one</u>
Zoning Permit	\$50.00
Zoning Compliance Letter	\$50.00
Sign Permit	\$75.00
Master Sign Plan	\$150.00
Banner Permit	\$10.00 per week, per banner
ABC Permit	\$75.00 <u>25.00</u>
Standard 8.5 x 11 Map	\$2.00
Standard 11 x 17 Map	\$4.00
Standard 24 x 36 Map	\$20.00
Standard 34 X 44 Map	\$25.00
Custom Mapping	\$50.00 hour
Custom Aerial Maps 8.5 x 11	\$25.00 Material Fee + Hourly rate
Custom Aerial Maps 11 x 17	\$30.00 Material Fee + Hourly rate
Custom Aerial Maps 34 x 44	\$50.00 Material Fee + Hourly rate
Street Closure Petition	\$375.00 + petitioner responsible for survey

Aberdeen Planning Dept. Fee Schedule Draft 11-8-16

Service	Fee
Residential Building (Including Residential Additions and Stick Built Sheds)	\$100.00 + .20 sq ft
Residential Building (Remodel/Alterations)	\$75.00 + .20 sq ft
Commercial Building	\$100.00 + .20 sq ft
Commercial Upfit	\$100.00 + .15 sq ft of foot print area(s) where work is to be conducted
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Tent	\$50.00
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Fire Sprinkler Systems: New/Renovations (plan review/100 heads)	\$100.00 + .50 each additional head
Fire Suppression System	\$100.00
Fence	\$50.00
Manufactured Housing	\$250.00 includes all trades
Modular Housing	Use Residential Fees
Re-inspection fee	\$100 1st , \$100 2nd, \$200 3rd, etc...
Failure to obtain permit	Double Permit Fee

Site Plan (Single Family – See Zoning Permit; Subdivisions = see Subdivisions below)	\$250 + \$20 per each acre over 1
Rezoning	\$300
Conditional Use – Home Occupation	\$150
Conditional Use - Planned Development	\$300 + \$20 per each acre over 5
Conditional Use – Other	\$250.00
Minor Modification to Conditional Use Permit	\$100.00
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Subdivision – Major/Minor subdivisions Preliminary/Final Plat (charged once, includes site plan review)	\$150.00 (first 10 lots) plus \$10 per each additional lot
Dollar Value per Acre for Open Space Calculation	Tax value at time of application, or most recent purchase price, whichever is greater
UDO Text Amendment	\$300.00
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Board of Adjustment	\$250.00
Commercial Building Reuse Inspection	\$50.00
Certificate of Appropriateness	\$50.00
Watershed Protection Permit	\$100.00
Special Intensity Allocation Application (includes Plan Review)	\$350.00 + \$20 per acre over one
Zoning Permit	\$50.00
Zoning Compliance Letter	\$50.00
Sign Permit	\$75.00
Master Sign Plan	\$150.00
Banner Permit	\$10.00 per week, per banner
ABC Permit	\$ 25.00
Standard 8.5 x 11 Map	\$2.00
Standard 11 x 17 Map	\$4.00
Standard 24 x 36 Map	\$20.00
Standard 34 X 44 Map	\$25.00
Custom Mapping	\$50.00 hour
Custom Aerial Maps 8.5 x 11	\$25.00 Material Fee + Hourly rate
Custom Aerial Maps 11 x 17	\$30.00 Material Fee + Hourly rate
Custom Aerial Maps 34 x 44	\$50.00 Material Fee + Hourly rate
Street Closure Petition	\$375.00 + petitioner responsible for survey

**A RESOLUTION APPROVING THE TOWN OF ABERDEEN
MISCELLANEOUS FEES AND CHARGES SCHEDULE**

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

Section 1. The "Town of Aberdeen Miscellaneous Fees and Charges Schedule," attached hereto as Attachment A is hereby adopted.

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

Section 3. This resolution shall become effective upon adoption.

The foregoing Resolution on motion of Commissioner _____, seconded by Commissioner _____, was adopted this ___ day of _____, 2016.

Ayes: _____

Noes: _____

Absent or Excused: _____

Dated: _____

Robert A. Farrell, Mayor

Dated: _____

Regina M. Rosy, Aberdeen Town Clerk



TOWN OF ABERDEEN AGENDA ITEM ACTION REQUEST FORM

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

Submitted By: Adam Crocker **Department:** Parks and Recreation

Contact Phone # 944-4573 **Date Submitted:** 11/08/16

Agenda Item Title: Grant Application Board Approval

Work Session - Board Action (date of meeting should be filled in on line) :
Information Only 11/14/16
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:
This year only, \$3 million has become available to NC parks and recreation departments through the NC Parks and Recreation Authority. These funds are designed to help departments build or renovate facilities designed for children and/or veterans with disabilities. This grant is an 80/20 match grant, with the grant reimbursing the town the 80% either quarterly, or upon completion. The project must be completed within 3 years of the date specified in the contract. Attached is the department's proposal and the grant Basic Facts and Assurances form to be signed by the mayor upon BOC approval.

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

ABERDEEN LAKE

TOWN of ABERDEEN
DB N/A PG N/A
PARCEL ID#: 00045984
ACRES:1.7
ZONED: R20-16

EXISTING PARKING

PROPOSED HANDICAP PARKING SPACES

TOWN of ABERDEEN
DB 372 PG 503
PARCEL ID#: 00056616
ACRES:1.8
ZONED: R20-16

EXISTING SHELTER

PROPOSED 8' WIDE CONCRETE SIDEWALK

TOWN of ABERDEEN
DB 372 PG 490
PARCEL ID#: 00056615
ACRES: 2.6
ZONED: R20-16

EXISTING PLAYGROUND

EXISTING PICNIC TABLES

LAKE PARK CROSSING

US 1 HIGHWAY

PART F SITE PLAN
Aberdeen Lake Park
Playground Improvements

301 Lake Park Crossing
Aberdeen, N.C., 28315

Latitude: 35.1352° Longitude: -79.4283°

-  PARK BOUNDARY LINES
-  EXISTING PARK FACILITIES
-  UTILITY EASEMENTS
-  PROPOSED IMPROVEMENTS (PART Request)
-  FUTURE FACILITIES (None Proposed)

LEGEND

PROJECT AREA

REPLACE EXISTING MULCH PLAYGROUND SURFACING WITH NEW RUBBERIZED SAFETY SURFACING IN PLAYGROUND AREA, APPROX. 2,750 sf, (0.063ac.). PROVIDE TWO NEW HANDICAP PARKING SPACES AND CONCRETE SIDEWALKS FOR ACCESSIBILITY TO PLAYGROUND AREA AND SHELTER.



SCALE: 1" = 30'-0"



NORTH

DATE: 11-11-16



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: Phillip Richardson **Department:** Fire

Contact Phone # 944-7888 **Date Submitted:** 11/7/16

Agenda Item Title: Approval of Contract with Moore County EMS

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

Information Only _____

Public Hearing _____

Approval at work session - immediate action 11/14/16

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:

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

STATE OF NORTH CAROLINA

COUNTY OF MOORE

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made the ____ day of September, 2016, between the Town of Aberdeen, a North Carolina municipal corporation (hereinafter referred to as the "Lessor"), and the County of Moore, a political subdivision of the State of North Carolina (hereinafter referred to as the "Lessee").

WITNESSETH:

Subject to the terms and conditions hereinafter set forth, the Lessor does hereby demise and let and the Lessee does hereby rent and hire from the Lessor, those certain premises (hereinafter referred to as the "Premises") more particularly shown or described on Schedule A attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD the Premises, together with all privileges and appurtenances thereunto belonging, unto the said Lessee, upon the terms and conditions hereinafter set forth:

1. TERM. The initial term of this Lease shall be from July 1, 2016, through June 30, 2017. This Lease shall be automatically renewed for additional one-year terms each July 1, beginning with July 1, 2017, unless either party gives the other a 30-day written notice that the lease shall not be renewed. In any event, this Lease is not to exceed 10 years (June 30, 2026) without both parties entering into a new lease agreement.
2. RENTAL. Basic Rent. The Lessee covenants and agrees to pay the Lessor during the term of this Lease a monthly rent of \$625.00 payable on or before the first day of each month during the term of this Lease.
3. 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 successors and assigns, shall have and enjoy the Premises during the term hereof free from adverse claims of any and all other persons whomsoever.
4. USE OF PREMISES. The Premises shall be used for the sole purpose of operating an Emergency Medical Service base, the storage of a Special Operations Team trailer, and any purposes incidental or related thereto. All other usages by Lessee of any part of the Premises must first be approved in writing by Lessor. Lessee will make no unlawful or offensive use of the Premises and will comply with all laws, ordinances and regulations of duly constituted governmental authorities. The Lessor may also make use of the Premises to the extent that such use does not interfere with the operations of the Lessee.
5. ACCEPTANCE OF PREMISES. Lessee accepts the Premises in an "as is" condition and Lessor makes no representations or warranties regarding the condition of the Premises.
6. 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 minor changes, improvements and alterations to the Premises as the Lessee may desire; provided, however, the Lessee shall first obtain the prior written approval of the Aberdeen Town Manager or his or her

designee and such alterations so made shall be made at the sole cost and expense of the Lessee. Upon the termination or expiration of this Lease, all the said improvements shall remain in the Premises.

7. **FIXTURES.** The Lessee may, during the term of this Lease, remove from the Premises all trade fixtures which the Lessee may have installed at its own expense in the said Premises, 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 same can be removed without injury to the Premises. Lessee shall repair any damages to the Premises caused by the removal of such trade fixtures. No trade fixture shall be removed unless the Lessor, through the Aberdeen Town Manager or his or her designee, has previously given its written consent prior to its installation confirming that such item is a trade fixture. In the event no such written confirmation is obtained from the Lessor by the Lessee prior to installation, then such improvement shall be conclusively deemed an alteration or improvement under Paragraph 6 above.
8. **UTILITIES/MISCELLANEOUS SERVICES.** Electricity, water and sewer (if available) are included within the lease amount.
9. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.** In the event of damage to the Premises by fire or other casualty or act of God, the Lessee shall give immediate notice thereof to Lessor who shall, except as provided below, have the damage to the 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 Premises are rendered untenable, the rent shall proportionately abate; provided, however, that if the damage to the Premises shall be so extensive that the Lessor shall in its sole discretion decide not to repair or rebuild, this Lease, at the option of the Lessor, shall be terminated upon written notice to the Lessee, and the rent, in such case, shall be paid to or adjusted as of the date of such damage, and in such case the Lessee shall thereupon vacate the Premises and surrender the same to the Lessor.
10. **INSURANCE.** The Lessee specifically agrees that it will procure and keep in force at its expense public liability insurance, naming Lessor as an additional insured, in an amount of not less than \$1,000,000 in respect to bodily injury, disease, illness or death suffered by any one person, \$1,000,000 in respect to any one occurrence, and \$500,000 in respect to damage or destruction of property arising out of any one accident. Within thirty (30) days of the execution of this Lease, Lessee will cause a certificate of insurance to be furnished to Lessor evidencing such coverage and said policy shall provide that said insurance may not be cancelled without written notice to Lessor at least thirty (30) days prior to any cancellation.
11. **PROPERTY INSURANCE AND TAXES.** Lessor shall keep the building of which the Premises are a part insured against loss or damage by fire or other casualty to the extent of the full insurable value thereof, excluding fixtures, improvements, alterations and changes made by Lessee. All insurance proceeds collected shall be used toward the full compliance with the obligations of Lessor set forth herein relating to the duty of Lessor to maintain the premises in good repair. Lessee, at its sole cost and expense, shall keep all property and interests in property owned by Lessee located on or in the Premises 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.

To the extent it is liable for such taxes, Lessor shall pay all ad valorem taxes which may be assessed, levied or charged against the Premises by governmental authorities, and the Lessee shall pay all operating license fees for the conduct of its business, and all ad valorem taxes, assessments 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.

12. MAINTENANCE AND REPAIRS. During the term of this Lease, the Lessor shall maintain, keep and repair at its own expense, the roof and exterior walls (excluding all glass) of the building, but Lessee shall give Lessor 7 days written notice of needed repairs and Lessor shall have a reasonable time thereafter to make them. Except for the roof and exterior walls, the Lessee shall keep and maintain the Premises, in as good order and condition and state of repair as the same is or may be put by Lessor, ordinary wear and tear excepted, and Lessee shall repair, restore and replace the same when necessary to so keep and maintain the Premises, all at Lessee's sole expense. Lessee further agrees that it is satisfied with the physical condition of the Premises and that its taking possession of same is conclusive evidence of the receipt of same in good order and repair, and Lessee agrees that no representation as to the condition of repair has been made.
13. SURRENDER OF POSSESSION. Upon the termination or expiration of this Lease the Lessee shall surrender the Premises to Lessor in good order and condition and state of repair, ordinary wear and tear excepted.
14. WAIVER OF SUBROGATION. Lessor and Lessee, each for itself and its personal representatives, 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 by any person, firm or corporation claiming by, through or under Lessor or Lessee, their heirs, personal representatives, successors, sublessees or assigns, against the other, or their officers, agents, employees, successors, sublessees or assigns, for any loss, cost or damage to the Premises, or the building in which the Premises are situated, or any improvement or other property located thereon, caused by or resulting from fire, explosion or other casualty of whatsoever maintained on the Premises or the contents thereof. 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.
15. SIGNS. Lessee shall not erect, affix or display any awnings, signs or advertisements on the windows or exterior of the Premises without Lessor's written consent and the consent of any necessary governmental authorities. Lessor will not unreasonably withhold its consent for any signs required under the terms of a franchise agreement.
16. SUBORDINATION. This Lease is subject and subordinate to all deeds of trust which may now or hereafter affect such lease or the real property on which the Premises are located and form a part, and to all renewals, modifications, consolidations, replacements or extensions thereof. This clause shall be self-operative, and no further instrument of subordination shall be required by any mortgagee or holder of any deed of trust, and in confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may request. Lessee hereby constitutes and appoints Lessor the Lessee's Attorney-in-Fact to execute any such certificate or certificates on behalf of Lessee.
17. HOLDING OVER. In the event Lessee remains in possession after the expiration of this Lease without the execution of a new lease, the Lessee shall not acquire any right, title or interest in or

to the Premises, an in such event, the Lessee shall occupy the Premises as a Lessee from month-to-month but both Lessor and Lessee shall otherwise be subject to all of the conditions, provisions and obligations of this Lease insofar as the same shall be applicable.

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 if any of the following events shall occur, to wit:

- a. Any installment of rent above referred to or any other sums required to be paid by the Lessee hereunder, or any part thereof shall at any time be in arrears and unpaid for twenty (20) days after its due date; or
- b. There be any default on the part of the Lessee in the observance or performance of any of the other covenants, agreements or conditions of this Lease, on the part of the Lessee to be kept or performed, and said default shall continue for a period of twenty (20) days after written notice thereof is given by Lessor to Lessee.

Then and in such event it shall be lawful for the Lessor, at its option, to declare the said term ended and to enter into the Premises or any part thereof, either with or without process of law, and expel the said Lessee, or any person or persons occupying the Premises, using such force as may be necessary to do so, and so to repossess and enjoy the Premises as in Lessor's former estate, all without prejudice to any other legal remedy Lessor may have on account of such default. Should the said term at any time be ended by the election of the Lessor, under the terms and conditions hereof, or in any other manner, the Lessee covenants and agrees to surrender and deliver up the said Premises and property peaceably to the Lessor immediately upon the termination of the said term.

19. RIGHT OF ENTRY. Lessor's representative shall have the right to enter the Premises at all reasonable hours to examine same and make such alterations and repairs as may be desired and may during the last ninety (90) day period of the term of this Lease, or any extension or renewal thereof, show same to prospective Lessees at all reasonable hours and shall permit the usual notices of "For Rent" or "For Sale" to be placed on the Premises and to remain thereon without hindrance or molestation.

20. ASSIGNMENT AND SUBLETTING. Lessee may not assign or transfer this Lease or any estate, interest or benefit thereof or sublet the Premises or any part or parts thereof. Lessor shall not assign this Lease without receiving the consent of Lessee, and Lessee shall be obligated to any such assignee of Lessor under the terms and provisions of this Lease as if Lessee had initially entered into this Lease Agreement with such assignee.

21. NOTICES. Any notice provided herein shall be deemed to have been served sufficiently if the same shall be in writing and either hand delivered to the addressee designated below or mailed via registered or certified mail, return receipt requested, addressed as follows:

AS TO LESSOR: TOWN OF ABERDEEN
 BILL ZELL, MANAGER
 P.O. BOX 785
 ABERDEEN, NC 28315

AS TO LESSEE: COUNTY OF MOORE
ATTN: FINANCE OFFICER
P.O. BOX 905
CARTHAGE, NC 28327

Either of the parties hereto may change the address to which notices are to be sent by giving notice to the other party of such change of address as provided in this Paragraph.

22. 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.
23. LEASE BINDING ON HEIRS, ETC. 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 permitted assigns, and that no modification of this Lease shall be binding unless evidenced by an agreement in writing signed by both the Lessor and the Lessee.
24. ENTIRE AGREEMENT. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and sets forth all of the representations and warranties of the parties hereto with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral and written agreements, representations, warranties or understandings with respect to the subject matter hereof.
25. 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. Any actions regarding this agreement shall be brought in the General Court of Justice, County of Moore, North Carolina.

IN WITNESS WHEREOF, each party has executed this agreement by duly authorized persons, officers, managers, members under any controlling documents, in duplicate, as of the day and year first above written.

[Signatures on the following two pages.]

TOWN OF ABERDEEN

By: Robert Farrell, Mayor

ATTEST:

Regina Rosy, Town Clerk

(Affix Official Seal)

NORTH CAROLINA
MOORE COUNTY

I, _____, a Notary Public of Moore County, North Carolina, certify that Regina Rosy personally appeared before me this day and acknowledged that she is Town Clerk for the Town of Aberdeen, and that by authority duly given and as the act of said Town, the foregoing Lease Agreement was signed in its name by Robert Farrell, The Town of Aberdeen Mayor, sealed with its official seal, and attested by herself as its Clerk.

Witness my hand and notarial seal, this ____ day of September, 2016.

_____, Notary Public

(SEAL)

My commission expires: _____

COUNTY OF MOORE

Nick J. Picerno, Chairman
Moore County Board of Commissioners

ATTEST:

Laura M. Williams
Clerk to the Board

(Affix Official Seal)

NORTH CAROLINA
MOORE COUNTY

I, _____, a Notary Public of Moore County, North Carolina, certify that Laura M. Williams personally appeared before me this day and acknowledged that she is Clerk to the Moore County Board of Commissioners, and that by authority duly given and as the act of said County, the foregoing Lease Agreement was signed in its name by its Chairman, sealed with its official seal, and attested by herself as its Clerk.

Witness my hand and notarial seal, this ____ day of September, 2016.

_____, Notary Public

(SEAL)

My commission expires: _____

PREAUDIT CERTIFICATE

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

Finance Officer

SCHEDULE A: Description of the Premises

The Premises are identified as the Aberdeen Fire and Rescue Station, which is located at 800 Holly Street in Aberdeen, NC. The Lessee will have access to and use of the entire Premises.



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: Phillip Richardson **Department:** Fire

Contact Phone # 944-7888 **Date Submitted:** 11/7/16

Agenda Item Title: Specs for New Fire Truck

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

Information Only 11/14/16

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:

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: Phillip Richardson **Department:** Fire

Contact Phone # 944-7888 **Date Submitted:** 11/7/16

Agenda Item Title: FEMA Update

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

Information Only 11/14/16

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:

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