



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
Regular Board Meeting
Aberdeen Town Board

December 12, 2016
Monday, 6:00 p.m.

Robert N. Page Municipal Building
Aberdeen, North Carolina

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

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

- a. Minutes of Closed Session on June 27, 2016, Work Session on August 8, 2016, Closed Session on August 8, 2016, Board Meeting on September 26, 2016, Closed Session on September 26, 2016, Closed Session on October 10, 2016, Board Meeting on October 24, 2016, Closed Session on October 24, 2016, Work Session on November 14, 2016, Closed Session on November 14, 2016, Board Meeting on November 28, 2016 and Closed Session on November 28, 2016.
4. Informal Discussion and Public Comment.
 - a. 2016 Employee of the Year.
5. Financial Report

No financial report for the month of December

6. Public Hearings and New Business

- a. Public Hearing for Conditional Use Permit #16-09 for Assembling of Goods at 354 Parkway Drive.
- b. Consider action on Conditional Use Permit #16-09 for Assembling of Goods at 354 Parkway Drive.
- c. Public Hearing for Conditional Zoning Request #16-06 to Allow a Regional Utility Facility (Solar Collector Facility) on Fayetteville Street.
- d. Consider action on Conditional Zoning Request #16-06 to Allow a Regional Utility Facility (Solar Collector Facility) on Fayetteville Street.
- e. Public Hearing for Conditional Use Permit #16-08 for Construction of a Multi-Family Development on Old Course Road.
- f. Consider action on Conditional Use Permit #16-08 for Construction of a Multi-Family Development on Old Course Road.
- g. Public Hearing for Rezoning Request #16-01 for Property Located on Johnson Street.
- h. Consider action on Rezoning Request #16-01 for Property Located on Johnson Street.
- i. Public Hearing for UDO Text Amendment #15-11 Regarding Temporary Health Care Structures.
- j. Consider action on UDO Text Amendment #15-11 Regarding Temporary Health Care Structures.
- k. Public Hearing for UDO Text Amendment #16-11 Regarding Water Supply Overlay District Regulations.
- l. Consider action on UDO Text Amendment #16-11 Regarding Water Supply Overlay District Regulations.
- m. Public Hearing for UDO Text Amendment #16-12 to Establish an Independent Board of Adjustment.

- n. Consider action on UDO Text Amendment #16-12 to Establish an Independent Board of Adjustment.
 - o. Consider Appointment of Board of Adjustment Candidates.
 - p. Consider Appointment to Planning Board.
 - q. Consider Appointment to Appearance & Beautification Commission.
 - r. Consider approval of 2017 Town Board Meeting Schedule.
 - s. Consider action on Tyler Technologies Software Proposal.
7. Other Business
8. Adjournment

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

Minutes
Work Session
Aberdeen Town Board

August 8, 2016
Monday, 6:00 p.m.

Robert N. Page Municipal Building
Aberdeen, North Carolina

The Aberdeen Town Board met Monday, August 8, 2016 at 6:00 p.m. for the Work Session. Members present were Mayor Robert A. Farrell, Mayor Pro-tem Jim Thomas, and Commissioners Ken Byrd, and Elease Goodwin. Commissioners Joe Dannelley and Buck Mims were not in attendance for the meeting. Staff members in attendance were Planning Director Pam Graham, Planner Daniel Martin, Town Manager Bill Zell, and Town Clerk Regina Rosy. Attorney T.C. Morphis, and Reporter for The Pilot Jaymie Cox were also in attendance for the meeting.

Mayor Farrell called the meeting to order at 6:00 p.m.

1. Continuation of Public Hearing for Conditional Use Permit #16-04 submitted by George Nelson for property located on Lighthouse Circle.

Mayor Farrell opened the continued public hearing. The Public Hearing has been continued to the Board Meeting on September 26, 2016. Motion unanimously carried 3-0.

2. Conditional Use Permit #16-04 submitted by George Nelson for property located on Lighthouse Circle.

A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Byrd, to continue the public hearing to the September 26, 2016 meeting. Motion unanimously carried 3-0.

3. Update from Public Works Director Rickie Monroe on Thomas Avenue.

Manager Zell gave an update from Public Works Director Monroe's memo. A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Goodwin, to proceed with hiring to complete the survey of properties on Thomas Avenue. Motion unanimously carried 3-0.

4. Minor Modification Request for Conditional Use Permit #15-06 for Quality Inn.

Director Graham introduced Dilip Mehta and Sonya Sasser from Quality Inn. Director Graham stated the applicant has asked for relief from the barricade keyed entrance and the registered guests/visitors passes displayed in their windshield. Director Graham read a letter from the Police Chief. Mr. Mehta gave an overview of why these requirements are a hardship. Mayor Farrell asked Director Graham if she could get with the Police Chief and check on the visitor guest passes before the Board makes a decision. Ms. Sasser stated they do not rent to anyone that lives within 30 miles of Aberdeen. Mayor Pro-tem Thomas suggested leaving condition #18 in place for another 6 months, and see if anything comes up from it, and if there are no issues, then eliminate the condition.

Attorney Morphis stated if a condition is removed from the CUP, then it cannot be added back. A motion was made by Mayor Pro-tem Thomas, to keep condition #5 in place for 6 months from today regarding the parking passes, and then revisit at the end of the 6 months period. Commissioner Byrd suggested amending the motion to read 6 months from the date the motel opened, which has already been 21 days. Motion was seconded by Commissioner Goodwin as amended. Motion unanimously carried 3-0.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, to remove Condition #18 from the CUP, with the caveat that a camera must be pointed at the entrance to record vehicles going in and out. Mayor Farrell asked how the Board would revisit this item if there are issues from removing the condition. Attorney Morphis stated that would need to be addressed in the motion. Director Graham stated Fire Chief Richardson stated the 2nd access is actually required by Fire Code so it should not need to be revisited. Motion unanimously carried 3-0.

5. Request for a 1-Year Extension to Conditional Use Permit #05-06 for Sandy Springs Subdivision.

Director Graham stated she was contacted by Stafford and they are interested in picking the project back up. Director Graham stated once a year has passed with no activity, then the CUP expires, and since that expiration date is coming up in September, this item is to provide additional time to work on the project. Director Graham stated staff recommends that the extension be granted with the condition that the 2nd entrance be completed within a fixed period of time,

that all NCDOT requirements regarding the second entrance be complied with, and a performance guarantee, issued in the same manner and subject to the same requirements as performance guarantees given per UDO §152-53, be provided to the Town for the completion of all work associated with the construction of the second entrance. Mayor Farrell asked how much more construction is expected to take place. Mr. Stafford stated 30 additional lots will be developed. Director Graham stated there is a series of motions to be considered if the Board so chooses.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, that CU #15-06 has not expired as of this date. Motion unanimously carried 3-0.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, that the permit recipient, Stafford Land Company, has proceeded with the project authorized by CU #05-06 with due diligence and in good faith. Motion unanimously carried 3-0.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, that conditions relative to CU #05-06 have not changed so substantially as to warrant a new application. Motion unanimously carried 3-0.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, that the Aberdeen BOC issues approval with conditions of the extension request for CU#05-06 as follows:

1. Sandy Springs Road between Lots 10 and 36 as shown on the enclosed Phase 1 Final Plat shall make connection with Pee Dee Road no later than September 1, 2017.
2. All NCDOT and Town of Aberdeen requirements regarding completion of the second entrance shall be complied with.
3. A performance guarantee shall be provided to the Town, in the same manner as performance guarantees given per UDO §152-53, payable to or in favor of the Town and in an amount equal to 125% of the cost of construction of the second entrance. Such estimated cost shall be in the form of a document signed and sealed by a Professional Engineer licensed to practice in the State of North Carolina and approved in a separate action by the Town Board of Commissioners.

Motion unanimously carried 3-0.

6. Minor Modification Request for Conditional Use Permit #06-04 submitted by McKee Homes.

Director Graham stated Jeff Potter is in attendance this evening. Jeff Potter stated this is the last lot that a minor modification will be needed for in Phase I. A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Byrd, to approve the Minor Modification Request for Conditional Use Permit #06-04 submitted by McKee Homes. Motion unanimously carried 3-0.

7. Re-appointments to the Historic Preservation Commission.

Director Graham stated there are 3 sitting members of the HPC that are interested and eligible for reappointment to the HPC: Mollie Wilson, Jon Ring, and Ernestine Chapman. A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Goodwin, to reappoint Mollie Wilson, Jon Ring, and Ernestine Chapman to the HPC for an additional 4-year term. Motion unanimously carried 3-0.

8. Downtown Master Plan Task Force Appointments.

Planner Martin stated the term for this group would be approximately 6 months, and would be until the project is complete. The members are Elease Goodwin, Bonnie McPeake, Betsy Mofield, Betsy Saye, Holly Bell, Mike Ratkowski, Shane English, and Paul Barnes. A motion was made by Commissioner Byrd, seconded by Mayor Pro-tem Thomas, to formally appoint the 8 members to the Downtown Master Plan Task Force. Motion unanimously carried 3-0.

9. Proclamation proclaiming September 2016 as Chiari Malformation Awareness Month.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, to approve a Proclamation proclaiming September as Chiari Malformation Awareness Month. Motion unanimously carried 3-0.

10. Other Business.

Three residents from Legacy Lakes voiced a concern about a sales trailer that is being planned by McKee Homes for the Legacy Lakes Development. The residents stated they want an opportunity to voice their concerns to the Board, when the

timing is appropriate. Commissioner Byrd suggested getting together a petition to be presented as a matter of public record at the meeting on August 22, 2016 under Informal Discussion and Public Comment.

11. 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 and N.C. General Statute 143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, to go into 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 and N.C. General Statute 143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease. Motion carried unanimously 3-0.

The Board returned from Closed Session.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin to open regular session. Motion unanimously carried 3-0.

12. Adjournment.

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

Regina M. Rosy, Town Clerk
Jamie E. Dockery, Deputy Town Clerk

Robert A. Farrell, Mayor

Minutes were completed in
Draft form on August 8, 2016

Minutes were approved
on December 12, 2016

Minutes
Regular Board Meeting
Aberdeen Town Board

September 26, 2016
Monday, 6:00 p.m.

Robert N. Page Municipal Building
Aberdeen, North Carolina

The Aberdeen Town Board met Monday, September 26, 2016 at 6:00 p.m. for the Regular Board Meeting. Members present were Mayor Robert A. Farrell, Mayor Pro-tem Jim Thomas, and Commissioners Ken Byrd, Buck Mims, Joe Dannelley, and Elease Goodwin. Staff members in attendance were Planning Director Pam Graham, Planner Daniel Martin, Planner Kathy Blake, Town Manager Bill Zell, Fire Chief Phillip Richardson, and Town Clerk Regina Rosy. Attorney T.C. Morphis and approximately 25 other citizens were also in attendance for the meeting.

1. Call to Order

Mayor Farrell called the meeting to order at 6:02 p.m.

a. Pledge of Allegiance.

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

2. Setting of the Agenda

Manager Zell stated an additional Closed Session needs to be scheduled for discussion of personnel. Manager Zell stated Item 5f needs to be removed from the agenda. A motion was made by Commissioner Byrd, seconded by Commissioner Mims, to approve the setting of the agenda as amended. Motion unanimously carried 5-0.

3. Consent Agenda

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

a. Minutes of Board of Adjustment Meeting on August 22, 2016, Board Meeting on August 22, 2016, and Work Session on September 12, 2016.

Commissioner Byrd stated he provided some corrections to be made to Town Clerk Regina Rosy. A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, to approve the minutes as amended. Motion unanimously carried 5-0.

- b. Approve Revisions to Local Agreement with Reliance Packaging, LLC.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, to approve 3b as amended at the previous meeting. Motion unanimously carried 5-0.

4. Informal Discussion and Public Comment

Manager Zell reminded citizens that beginning on October 11th, the 11th year of the Citizen's Academy Program will begin and we are looking for applicants. Manager Zell stated the program runs for seven (7) Tuesdays from 5:30 – 7:30 p.m.

Mayor Farrell stated the Moore Philharmonic Orchestra has a program coming up on October 8th at 7:00 p.m. at the Owens Auditorium at SCC.

Mayor Farrell stated the Malcolm Blue Farmskills Festival was held this past Saturday and it was wonderful. Mayor Farrell stated the Parks & Recreation staff did a wonderful job with the event. Commissioner Byrd stated between the Public Works staff and Parks & Recreation staff, the property was pristine and the event was very nicely done.

Another citizen stated how much he enjoyed the movies by the lake.

5. Public Hearings and New Business

- a. Conditional Use Permit CU #16-05 for The Academy Of Moore.

Mayor Farrell opened the public hearing for Conditional Use Permit CU #16-05 for The Academy Of Moore.

Commissioner Byrd stated he would like to recuse himself due to the conflict of interest with The Academy of Moore. A motion was made by Commissioner Mims, seconded by Commissioner Goodwin, to recuse Commissioner Byrd from this item. Motion unanimously carried 4-0.

Director Graham stated the Academy of Moore County requests a Conditional Use Permit to allow a school use at 12588 US Highway 15-501, Aberdeen. The property is located in the O-I (Office/Institutional) Zoning District. Director Graham displayed a map of the location of the property.

Director Graham stated the school is existing and was constructed in 2008 while the property was within the county's jurisdiction. Moore County issued a conditional use permit in 2007. The property was annexed into Aberdeen in 2010 and zoned O-I at that time. No measures were taken to transfer the CUP or issue a new one. As a CUP is required for school uses in the O-I District, the use is considered legal nonconforming. A CUP issued by Aberdeen is needed to remove that nonconforming status.

Director Graham stated the O-I District is intended primarily for office and institutional uses which have only limited contact with the general public and which have no offensive noises, odors, smoke, fumes or other objectionable conditions. As residences are permitted in this district and as this district is usually adjacent to residential districts, provisions are made for yards, off-street parking, off-street loading areas, and safe pedestrian access and connectivity.

Director Graham stated regarding adjacent zoning, the parcel is located on Highway 15-501 South, at the southern boundary of Aberdeen's jurisdiction and just south and west of the entrance into Legacy Lakes. The adjoining properties are within the county's jurisdiction and include open vacant land and single family residences. Properties across US 15-501 to the east are within Aberdeen's jurisdiction and zoned R20-16. Director Graham displayed a vicinity zoning map of the property.

Director Graham reviewed the existing site conditions. The parcel contains 18.06 acres and consists of the existing school development on its northern portion with the remaining portion to the south undeveloped and wooded. There is nearly 1285' of frontage on the highway with a single access point. Parking is provided in front of the building, along a circulation route that allows for drop-off and pick-up at the school's front entry. The Estes Trucking Company operates on the adjoining parcel to the north.

Director Graham displayed an aerial image from 2015 of the property. Director Graham displayed several street images of the school.

Director Graham stated several issues needed to be reviewed for compliance with the UDO.

- Parking: Section 152-291(C)(6) sets a standard of five vehicular parking spaces per classroom for schools. Including spaces for two buses, the existing parking space count is twenty-six. The facility contains 16 classrooms, including three temporary modular classrooms intended to provide space for four years until a permanent addition is constructed, and 16x5=80 spaces required. Director Graham stated the UDO does allow flexibility in the parking standard, allowing the Town Board to require more parking or allow less parking if it finds that “a sufficient number of parking spaces to accommodate the number of vehicles that are ordinarily likely to be attracted to the project in question are provided.” While the number of available parking spaces are fewer than the UDO standard, the Board may approve less parking if they determine that all vehicles will be accommodated under ordinary circumstances.
- Screening and landscaping: Director Graham stated Article XIX provides requirements for screening and landscaping. For the subject property, the following requirements apply:
 - a. An opaque screen along the street frontage consisting of a mix of large trees and shrubbery. *This requirement has been complied with.*
 - b. Shrubby along the front and sides of buildings which can be seen from the street. *The front of the building is sufficiently landscaped and only the building’s south end will require additional shrubs to meet the requirement.*Director Graham stated the future Land Use Map associated with the Plan proposes no future land use for this property as it had not yet been annexed into the Town when the map was developed in 2005. Nearby properties are designated as Medium and Low Density Residential, Commercial, and Conservation. School uses are considered to be compatible with all of these uses.

The Plan also includes as Goal #4: “Provide child and youth related recreational and social facilities”. Specific actions to facilitate this goal

include to “improve the quality and infrastructure of Aberdeen’s schools.”
Staff considers this proposal to be in general conformity with plans adopted by the Board.

Director Graham reviewed the recommended conditions for the CUP:

1. Conditional Use Permits (CUPs) run with the land and as such CU #16-05 applies to the entirety of the property reflected in PID #00049693. An amendment to the CUP is needed to remove property from the CUP or to make changes to the CUP. If an activity is a use by right, it is not subject to the CUP.

2. The development is authorized to continue operation as a public school as identified in Item 5.100 of Section 152-146: Table of Permissible Uses of the UDO with subordinate uses typically associated with a school facility.

3. The development is authorized to maintain site development as depicted on the provided sketch overlay indicating a One Story Charter School Building (existing), a Multi-Purpose addition to the rear of the principle building (existing), two Temporary Modular Structures (existing), and a Future Classroom Addition to the south of the principle building (future).

4. UDO Parking Standards indicating a minimum of eighty (80) parking spaces are:

- a. Reduced to __ spaces as authorized by Section 152-291(C)(7)(a) and shall be installed no later than 180 days from the issuance of CU #16-05, or
- b. waived as authorized by Section 152-291(C)(7)(a), or
- c. Required to be installed no later than 180 days from the issuance of CU #16-05, following approval by staff of a submitted site plan detailing the construction of the required parking.

5. As required by Section 152-308 of the UDO, shrubbery with a minimum height of 18” at planting and of a variety that can be expected to

reach a minimum of 36" within five years of planting shall be required along the south-facing façade of the principle building. A sketch of the proposed plantings, with spacing and species indicated shall be submitted for staff review and approval prior to installation.

6. The Aberdeen Planning Department shall be notified of any new uses, activities, or construction on the property subject to CU #16-05 and all applicable reviews and/or permits shall be obtained in accordance with the UDO.

7. All additional conditions or requirements as provided in the UDO are enforceable with regards to the proposal approved by CU #16-05.

Clerk Regina Rosy swore in Richard Schoen. Mr. Schoen stated he is the Office Manager for the Academy of Moore. Mr. Schoen stated the school is growing very quickly and they are doing their best to accommodate the growth. Mr. Schoen stated he understands there is one objection to the CUP from the adjacent trucking company – based on the trucking company's concern that their operation will disturb the school. Mr. Schoen stated the trucking operation does not conflict with the school at all – they have nothing but a great relationship with the trucking operation.

Director Graham read a letter received from Estes Trucking, received on 9/23/16. The letter requests the Board to vote in opposition of the CUP. The letter stated the trucking operation operates 24 hours a day, 7 days a week, and the noise generated from the operation would not normally be considered tolerable for an educational facility in such close proximity. Director Graham stated the expansion of the new building is not what is being considered this evening. Director Graham stated the temporary buildings referenced in the letter are already in place.

Director Graham read a letter from Marsha Ransdell Southers asking for her letter to be entered in to the record – dated 9/21/16. Ms. Southers stated the Academy has asked for a current easement on her property to be relocated – and she is not willing to agree to the relocation of the easement.

Mayor Farrell asked if Estes Trucking was notified of the public hearing. Director Graham stated the Planning Board heard this item in

August, and notification was mailed to adjoining property owners at least 10 days prior to the public hearing. Director Graham reiterated that the expansion of the school is not being considered this evening. Director Graham stated the purpose of the CUP is to create an active CUP in Aberdeen for the project. Commissioner Mims stated it sounds like Estes wants to be on record for saying that they are concerned about the safety of students at the school if it is located any closer to the trucking operation.

Mayor Pro-tem Thomas stated he could see where the negotiated buffer could become a cause for concern for Estes. Director Graham stated the Town of Aberdeen has no authority to enforce the buffer – and that is an issue between The Academy of Moore and Estes.

Attorney Morphis stated the rules for a CUP and how you amend that are different than that for a nonconforming use. Attorney Morphis stated it seems like creating the CUP in Aberdeen was a better way to handle this, rather than treat it as a nonconforming use. Commissioner Dannelley asked Director Graham if she had spoken with a representative from Estes – Director Graham stated she has not spoken to anyone at Estes since receiving the letter dated 9/23/16 but did speak to them prior to receiving the letter.

Commissioner Dannelley asked if the testimony received from Mr. Schoen is sufficient to address the safety concern received from Estes. Attorney Morphis stated he believes the testimony received is sufficient. Attorney Morhpis stated he believes the letter from Estes is really just to cover themselves and say that any issues with their operation going forward is not their problem.

Commissioner Dannelley asked if the buffer could become an issue down the road. Director Graham stated it could be, but it could also be included as a condition for the CUP. Mayor Farrell asked Mr. Schoen about the buffer – and Mr. Schoen stated that was before he became involved with the school. Mr. Schoen stated the master plan for the school is going to be located in the opposite direction and will not become closer to Estes.

Mayor Pro-tem Thomas stated the buffer appeared to be a handshake agreement between the 2 groups – and he thinks the Academy should think

long and hard before building anything any closer to Estes Trucking – since it is unknown what Estes might build down the road on their property.

Commissioner Mims asked Director Graham about the buffer on the southern part of the property. Director Graham stated there were some deficiencies on the southern part of the property, so that is why the buffer is being requested. Commissioner Mims stated he does not want to see the school buy any shrubbery if it is not needed. Director Graham stated Mr. Schoen has already agreed to the 6-8 shrubs that would be needed to make it compliant with the UDO.

Director Graham stated one decision point would be related to if the Board wishes to waive any portion of the parking requirements. Attorney Morphis has recommended that a statement be added that as the structures expand, then the parking should expand as well, unless relief is granted from the Board of Commissioners. Attorney Morphis recommended under Motion 8 to issue approval with conditions as discussed.

Commissioner Dannelley encouraged staff at the Academy to bridge the relationship with Estes.

With no further discussion, Mayor Farrell closed the public hearing.

- b. Consider action on Conditional Use Permit CU #16-05 for The Academy of Moore.

A motion was made by Commissioner Mims, seconded by Commissioner Goodwin, that CU #16-05 is within the jurisdiction of the Town Board according to the Table of Permissible Uses. Motion unanimously carried 4-0.

A motion was made by Commissioner Mims, seconded by Commissioner Goodwin, that CU #16-05 is complete as submitted. Motion unanimously carried 4-0.

A motion was made by Commissioner Mims, seconded by Commissioner Goodwin, that CU #16-05, if completed as proposed, will comply with all requirements of the UDO. Motion unanimously carried 4-0.

A motion was made by Commissioner Mims, seconded by Commissioner Goodwin, that CU #16-05 satisfies Finding #1: will not endanger the public health or safety. Motion unanimously carried 4-0.

A motion was made by Commissioner Mims, seconded by Commissioner Goodwin, that CU #16-05 satisfies Finding #2: will not substantially injure the value of adjoining or abutting property. Motion unanimously carried 4-0.

A motion was made by Commissioner Mims, seconded by Commissioner Goodwin, that CU #16-05 satisfies Finding #3: will be in harmony with the area in which it is to be located. Motion unanimously carried 4-0.

A motion was made by Commissioner Mims, seconded by Commissioner Goodwin, that CU #16-05 satisfies Finding #4: will be in general conformity with the Land Use Plan or other plans specifically adopted by the Board. Motion unanimously carried 4-0.

A motion was made by Commissioner Mims, seconded by Commissioner Goodwin, that based on the Findings of Fact and the evidence presented, the Town Board issues approval with conditions as stated with the following revision: 4b shall state that the UDO parking standards indicating a minimum of eighty (80) parking spaces are waived as authorized by §152-291 (C)(7)(a). If the use expands, UDO parking requirements shall be met, unless relief is expressly granted by the Board of Commissioners. Motion unanimously carried 4-0.

- c. Continued Public Hearing for CU #16-04 Submitted by George Nelson for Property Located on Lighthouse Circle.

Mayor Farrell opened the continued public hearing for CU #16-04 submitted by George Nelson for property located on Lighthouse Circle.

Director Graham stated a public hearing was held on this item in June and was continued to this evening. Clerk Rosy swore in Tammy Lyne.

Director Graham stated George Nelson, on behalf of GHN Properties, requests a CUP to construct three condominium buildings to complete the

Lighthorse Trace Community. Eleven buildings currently exist in the development, two of these are duplexes and the remaining nine are “fourplex” buildings with 4 units in each, for a total of 40 existing units.

Director Graham stated the development received approval in 2004 for construction of a Residential Planned Development to consist of 48 lots, each with a condo unit. Over the years, progress has been sporadic. Two of the condo buildings were constructed as duplexes and three buildings are yet to be built. The current proposal seeks to complete development with one “fourplex” building and two triplex buildings, bringing the final build-out to 50 units. Director Graham stated a public hearing was held on June 27th and was continued to August 8th and again until September 26th to give an opportunity for the applicant to work with the residents of the community to address concerns regarding the development plans.

Director Graham displayed an aerial image of the development. Director Graham displayed the most recent plan proposed for the development, which we are now looking at two triplexes between Lighthorse Circle and Saunders Blvd, and one fourplex. A retaining wall is proposed behind the two triplexes. Director Graham displayed a front elevation drawing of existing fourplexes and the proposed fourplex. Director Graham displayed the front elevation and floor plan for the triplexes and fourplex. Director Graham displayed front street views and elevations of the units on the property. Director Graham stated there are no sidewalks in the development, and narrow right of ways.

Director Graham stated the zoning of the property is R6-10, described as being a district where the principal use of land is for single-family, two-family, and multi-family residences. The regulations are intended to provide areas of the community for persons desiring small residences and multi-family structures in relatively high-density neighborhoods.

Director Graham displayed a vicinity zoning map of the property. Director Graham stated the vicinity zoning map shows the parcel abuts R6-10 zoning on all sides that are within Aberdeen’s jurisdiction. The nearest R20-16 zoning is approximately 1/3 mile to the south at Stephanie Street. Also

nearby is R10-10 zoning (on Midway Road) and HC (Highway Commercial) approximately 1/4 mile to the north at the Kangaroo Gas Station.

Director Graham stated regarding open space requirements for multi-family development are of two categories. Common Open Space is required at the rate of 435 square feet minimum for each dwelling unit. This open space must be no less than 40' wide or having a minimum radius of 26'. For the full build-out proposal of 52 units, the total required common open space is 22,620 square feet. The net open space area after full build-out will be over 62,000 square feet and easily meets the width and radius requirement. Director Graham stated private open space is also required for each unit of a multi-family development, in the form of a porch, deck, patio, balcony, atrium or other similar area. These open space amenities may be no less than 15% of the dwelling unit floor area, or 90 square feet, whichever is greater. As detailed architectural drawings are not yet prepared, compliance with this requirement will be determined during Site Plan Review, following approval of the conditional use permit.

Director Graham reviewed the landform and general site layout. Director Graham stated the original plans show a retaining wall running parallel to Saunders Blvd. (The wall was never constructed nor were the buildings adjacent to it.) The proposal for the two new structures in this section of the property indicates a smaller footprint with one less unit in each and greater distance from the slope. A modified retaining wall is proposed to accommodate the slope and the smaller footprint of the buildings in this area. Director Graham stated the plans originally approved in 2005 indicate front setback distances ranging from 5' to 45' with six units showing setbacks at 10' or less. Plans approved in 2008 proposed duplexes for lots 25-34 and show front setbacks that range from 1.5' to 10'. Lots 31-34 were built per this plan, with the front setback on Lot 361 measuring 1.5'. Condition #8 included in the Planning Board's recommendation, allows for front setbacks to be reduced to 10', well within the range of actual setbacks for existing units.

Director Graham displayed the 2005 and 2008 plans, showing the right of way and how the development approved in 2005 and 2008 was planned

for build out. The reason for this new approval is because the CUP had expired for the project.

Director Graham stated regarding transportation, sidewalks and/or paths are required for multi-family developments linking residential buildings, adjoining streets, mailboxes, trash disposal areas, and on-site amenities. The existing development was constructed prior to the establishment of these standards and the only sidewalks existing on the property connect front entries with their respective driveway. Mailboxes are located immediately adjacent to the driveways and there are no common trash disposal areas. Director Graham stated the right of way for Lighthorse Circle is 35' wide and some existing structures do not meet current setback requirements. Retrofitting sidewalks into the existing development would be problematic and entirely at the Town's expense. Requiring street-side sidewalks for the proposed units is not recommended by staff.

Director Graham stated regarding landscaping and screening, multi-family developments have landscaping requirements specific to this use, in addition to those found elsewhere in the UDO. A semi-opaque screen at property boundaries that adjoin other residential properties is required.

Director Graham stated additional multi-family requirements that would need to be addressed tonight are:

- Parking lot landscaping – *no parking lots are proposed.*
- Minimum spacing between buildings of 20' – *plans indicate compliance with this requirement; will be verified during Site Plan Review.*
- School bus shelter for developments of more than 16 units – *this could be waived for this proposal (10 units proposed)*
- Building design features – *detailed plans have been submitted in order to provide sufficient information for the Board to make a determination.*

Additional multi-family requirements include:

- a. Buildings must have a multi-faceted exterior form (*plans indicate compliance*);
- b. Interesting and attractive architectural design (*plans indicate compliance*);
- c. Flat walls with minimal features are prohibited (*plans indicate compliance*);

- d. Buildings may not exceed 150 feet in length (*existing multi-family buildings in the development range from 160-175' in length*);
- e. Buildings greater than 50' in length must incorporate wall projections or recesses with ground floor facades to include windows, entry areas, awnings or other features for at least 60% of their length (*the applicant has advised that the proposed buildings' garage projections, entryway recesses, and windows constitute over 80% of the front façade*);
- f. Front entry garages must be recessed at least 12' behind the unit front wall (*the existing buildings do not meet this requirement*);
- g. At least two of the following design elements must be included: horizontal projections, changes in roof elevations, roof dormers, hips or gables, or open balconies that project at least 6' from the front building plane (*plans indicate compliance with this requirement*);
- h. An exterior lighting plan shall be submitted for staff review (*this will be reviewed during the Site Plan Review process, following approval of the CUP*).

Director Graham stated the 2030 Land Development Plan's Future Land Use Map identifies this area as high-density residential. This designation is consistent with the current zoning, existing residential uses in the immediate vicinity, and with the proposal.

Dean King, owner of Pinnacle Development, stated he and his partner have been hired by George Nelson to design and construct the buildout of this development. Mr. King stated one of the biggest challenges has been dealing with the 20' slope off of Saunders Blvd and the short right of way. Mr. King stated two units have been conceded to try to make this project work – but there will have to be concessions in order to make this work. Mr. King stated the goal is to keep the buildings closer to the street, so they are not as close to the retaining wall. Mr. King stated the quad proposed looks just like all the other quads on the property. Mr. King stated all 6 of the units in the triplexes are 3 bedroom units with 2 car garages. Mr. King stated several of the neighbors met with him this past Friday and had a "charrette" with this project. Mr. King stated the concern from residents now appears to be the size of the units – they are roughly 1600 square feet and are more fitted for the market. Mr. King stated the residents are concerned it will drop the value of their properties since the size of the units are smaller. Mr. King

stated these units will sell for around \$225,000 and as soon as a shovel is put in the ground on these abandoned lots, the adjacent properties will go up in value. Mr. King stated on Friday everyone seemed in agreeance that the issues had been resolved, but today he received an email that was no longer the case. Mr. King stated it is a fact that property values will go up, not down. Mr. King went through the findings – and stated it meets all requirements and passes through all the findings.

Commissioner Mims asked about the setbacks. Mr. King stated the setbacks will be at least 10' and will be more than enough for vehicles to park in front of the garages. Director Graham stated the level of detail is important due to the findings of fact for the CUP approval process. Commissioner Dannelley stated he was approached by 2 citizens about the value of their property if these units are constructed. Commissioner Dannelley stated Mr. King is spot on with the information he has presented, and he applauds Mr. King for bringing in a real estate appraiser to address the property value concerns. Commissioner Mims asked for clarification on the appearance of the front of the units – Mr. King explained there is a slight variation to provide the egress needed.

Clerk Regina Rosy swore in Melvin Jeter, Karen Wolf, Marilyn Kane, and Bob Stayton.

Mr. Jeter stated he was not in attendance for the meeting on Friday, due to his duties in the army. Mr. Jeter stated his major concern is to maintain the integrity of the neighborhood, and have the same look in the neighborhood. Mr. Jeter stated these proposed homes do not look the same, and they look off compared to the ones already built. Mr. Jeter stated residents want to see duplexes, not triplexes. Mr. Jeter stated the smaller the retaining wall, the developer stands to make more money. Mr. Jeter stated his concern is to maintain the integrity and character of the neighborhood and he believes three duplexes could be built, it would just require more money for the retaining wall. Mr. Jeter requested that an opportunity be given for residents to agree on a design and layout, before the Board approves this item. Mr. King stated one unit has already been conceded, and yes his company is for profit, and by building duplexes he cannot make the project work and it will have to just remain undeveloped.

Marilyn Kane, resident at Lighthouse Trace, stated she would like to read a letter from Pat McLaughlin. The letter stated opposition to the construction of the ten units proposed due to the 25% reduction in square footage, no screen porches, and other features which will lower the value of properties in the neighborhood. It also stated that he would recommend the Town Board consider approval of 8 units in the form of duplexes. Ms. Kane stated she just wants to see her neighborhood stay the same type of units as what is already there. Director Graham stated state law requires expert testimony in regards to the value of property values, and not personal opinions.

Tammy Lyne stated she is a realtor, and also a state certified real estate appraiser. Ms. Lyne stated she pulled some sales from the MLS today and looked at the past year. The unit sold was 1677 square feet – it sold for \$215,000, which is \$126/square foot, derived from the tax value. The four 3-bedroom units sold in the past 2 years, sold on average for \$110/square foot. Proposed units are going to sell for approximately \$130-\$135/square foot. Commissioner Mims asked for Ms. Lyne's opinion on the appearance of the units and how that might affect value. Ms. Lyne stated the floor plans proposed are extremely functional and very applicable to today's buyers. Ms. Lyne stated Pinnacle is building a development now on May Street called Hunter's Ridge. The developer totally redesigned the last 5 units to fit the neighborhood and 4 out of 5 of the units have already been sold. Ms. Lyne stated the elevation drawings probably do not do the project justice – the units are actually very similar to what is already built in the neighborhood. Ms. Lyne stated she has seen a monster retaining wall before at Hunter's Ridge – and she has sold more townhomes in Moore County than any other realtor. Ms. Lyne stated the Board would not want to see a huge retaining wall in this development if not necessary.

Ms. Kane asked who are today's buyers. Ms. Lyne stated they are empty nesters and military families.

Bob Stayton stated he is a resident in Lighthouse Circle – he stated if the proposed units do not look exactly the same as the current units, then it will not be right for the development. Mr. Stayton stated that is the major concern of the residents.

Karen Wolf stated she was the original broker for Stover Homes and sold some of the first units. Ms. Wolf stated these units sold for \$259,000 - \$262,000, and now these proposed units will be sold somewhere between \$205,000-\$235,000. Ms. Lyne asked if those units sold for \$260,000 were front units. Ms. Wolf stated no that is not correct. Ms. Wolf stated four duplexes being built for the build out would be best for the neighborhood.

Clerk Regina Rosy swore in Calista Fore.

Attorney Morphis stated the ordinance states the applicant is entitled to the permit, unless the Board makes a finding that there is evidence that one of the four findings is not met. Attorney Morphis stated state law says property value testimony can only be given by a real estate appraiser or someone who is knowledgeable about property values in the area. Others are not qualified to provide that testimony. Mayor Farrell stated the letter read from Mr. McLaughlin does not carry weight since he is not licensed to provide that testimony.

Calista Fore, stated she lives in a 3-bedroom, 2,000 square foot home. Ms. Fore stated she was at the meeting on Friday. Ms. Fore stated she is concerned about how her 2,000 square foot unit is being condensed into a 1,600 square foot home with the same number of rooms. Ms. Fore stated she bought into a luxury townhome development, and she is afraid that these units proposed are more apartment like. Ms. Fore stated if she is faced with a decision of triplexes with no retaining wall, versus duplexes with a retaining wall – then she would prefer duplexes with a retaining wall. Mr. King stated bedroom sizes, finishing products, etc. are not relevant to the matter at hand. Commissioner Dannelley stated one of the things the Board has to consider is harmony with the area. Commissioner Dannelley stated he would like testimony on how the proposal presented is in harmony with the area. Mr. King stated courtyard entrances are provided, front entrances for garages, same windows, same doors, pitch and height of roofs, are all the same as the current units. Mr. King asked if the Board approves this tonight as presented – could he re-plat the project as 3 triplexes and 1 duplex and have it approved at staff level, rather than coming back to the Board?

Commissioner Mims asked why is it possible to do a triplex, but not duplexes. Is it not financially possible, or is it not physically possible? Mr. King stated it is physically not possible, and the retaining wall is \$100,000 to build.

Mr. Jeter stated his fear is that if this is approved tonight, then when duplexes can't work, it's too bad for the residents and triplexes will have to be built as presented. Commissioner Mims asked if there is anything in the HOA covenant, where residents have to sign off on development before it can take place.

Ms. Fore asked if the quad could be approved tonight, and then go back to work on the triplexes. Commissioner Mims stated the problem is that was not the application presented. Director Graham stated the Board could add a condition to make that an option this evening if they want.

Ms. Lyne stated she still has not heard anything that goes against the criteria for the findings of fact. Ms. Lyne stated when you drive into the neighborhood, the first several units are completely different than all of the other units. Ms. Lyne stated if the retaining wall is built, then it will become the responsibility of the HOA to maintain, which could be extremely expensive.

Ms. Kane stated the Cove is what Ms. Lyne was referencing – and it is completely separate from Lighthouse Circle – everything in Lighthouse Circle is similar design.

Director Graham stated the retaining wall is no greater than 4' in height. Director Graham read a letter received from Brant McWilliams, 630 Lighthouse Circle – he is concerned about the CUP due to lack of aesthetical characteristics. Floor plans appear to be 20% square ft smaller than current units. The request is to require the developer to build units at the same level of detail as current units. He was also concerned about harmony with the area, with the proposed design of the units.

Commissioner Dannelley asked if the application as submitted is fully compliant with the UDO. Director Graham stated the items not compliant would be the bus shelter, building length and 12' recess of the garages, and

setbacks. Director Graham stated in order to meet the setbacks, something else would have to be given up. Ms. Kane stated residents bought into the duplexes, not triplexes. Mr. Stayton asked for all Lighthouse Circle residents to raise their hands – there were at least 18 residents that raised their hands. Mr. Stayton stated they are concerned about this proposal.

Ms. Wolf asked if the original 3-bedroom homes built in the neighborhood would fit in this area. Director Graham stated no, they would not fit and meet setback requirements.

Mr. King referenced setbacks when this project was originally approved. Director Graham stated back when it was originally approved setbacks were waived. Mr. King asked again if this is approved tonight then he can build the quad as presented, but cannot build the triplexes, until the residents sign off on the design. Director Graham stated staff has no authority over the HOA.

Director Graham reviewed the recommended conditions for the project.

Attorney Morphis stated if the Board decides to approve some or all of the units tonight – then our ordinance says the permit issuing authority may not authorize additional conditions unless extraordinary circumstances exist that justify the conditions.

Town Clerk Regina Rosy swore in Dottie Garmin. Ms. Garmin stated a lot has been heard about Hunter's Ridge tonight – and she would challenge the Board to ride through that neighborhood and then ride through Lighthouse Circle and see where they would rather live.

With no further discussion, Mayor Farrell closed the public hearing.

- d. Consider action on CU#16-04 Submitted by George Nelson for Property Located on Lighthouse Circle.

Commissioner Byrd stated he would like to consider the quadplex only this evening, and have the developer work with the residents on the triplexes before considering approval of the triplexes. A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, to only consider

the quadplex this evening, and have the developer work with the residents on the triplexes before considering approval of the triplexes. Attorney Morphis recommended reopening the public hearing and continuing it to a later date to later discuss the triplexes. There was a verbal commitment from Dean King. Mayor Pro-tem Thomas stated his only concern is that if that discussion has not already taken place, why has it not? Mayor Pro-tem Thomas stated it seems like the residents want these units to look the same as the ones already built. Mayor Pro-tem Thomas stated he doesn't really understand what difference 2-3 weeks will make. Mayor Pro-tem Thomas stated he also doesn't think a majority of the residents were in attendance for the meeting this past Friday. Mayor Pro-tem Thomas stated he also doesn't feel the difference in square feet will really affect property values. Mayor Pro-tem Thomas stated he doesn't understand why an agreement has not already been reached between the residents and developer. Commissioner Mims stated additional homes have been built in his neighborhood that are much different – and it has turned out just fine. Commissioner Mims stated expert testimony has been received about the property values. Commissioner Mims stated what he doesn't want to do is kick the can and delay a decision. Motion carried 3-2, with Mayor Pro-tem Thomas and Commissioner Mims voting no.

Attorney Morphis stated he would like for the Board to set the date to reopen the public hearing. A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, to reopen the public hearing on October 10, 2016 to further discuss the triplex units. Motion unanimously carried 5-0. (The project is now broken into 16-04-A and 16-04-B. The following motions apply only to 16-04-A).

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, that CU #16-04-A is within the jurisdiction of the Town Board according to the Table of Permissible Uses. Motion unanimously carried 5-0.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, that CU #16-04-A is complete as submitted. Motion unanimously carried 5-0.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, that CU #16-04-A will comply with all requirements of the UDO. Motion unanimously carried 5-0.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, that there are extraordinary circumstances that justify varying from the requirements of the UDO. Motion unanimously carried 5-0.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, that CU #16-04-A satisfies Finding #1: will not endanger the public health or safety. Motion unanimously carried 5-0.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, that CU #16-04-A satisfies Finding #2: will not substantially injure the value of adjoining or abutting property. Motion unanimously carried 5-0.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, that CU #16-04-A satisfies Finding #3: will be in harmony with the area in which it is to be located. Motion unanimously carried 5-0.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, that CU #16-04-A satisfies Finding #4: will be in general conformity with the Land Use Plan or other plans specifically adopted by the Board. Motion unanimously carried 5-0.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, that based on the Findings of Fact and the evidence presented, the Town Board issues approval of the quad unit (as bifurcated) with conditions as presented. Motion unanimously carried 5-0.

- e. Consider action on new squad apparatus for the Fire Department.

Manager Zell stated the bid for the new squad apparatus came in within the budgeted amount, but above an informal bid limit which is \$90,000. Fire Chief Phillip Richardson stated \$150,000 was budgeted for the vehicle, and the bid came in at \$148,900. Chief Richardson stated it is a 270 day build out for the fire truck once ordered. Chief Richardson stated the

goal is to use smaller trucks when feasible and reduce wear and tear on larger more expensive trucks. Chief Richardson stated delivery would most likely take place in June 2017. A motion was made by Commissioner Mims, seconded by Commissioner Goodwin, to approve the new squad apparatus for the Fire Department. Motion unanimously carried 5-0.

- f. Consider action on a Proclamation declaring September 17th as National Gymnastics Day.

Removed from agenda.

6. Other Business - None

- 7. Closed Session pursuant to N.C.G.S. 143-318.11(a) (3), (4), and (6) to preserve attorney-client privilege, to discuss economic development matters, and to consider the qualifications, competence, performance, and conditions of appointment of a public officer or employee.

A motion was made by Commissioner Dannelley, seconded by Commissioner Byrd, to go into Closed Session pursuant to N.C.G.S. 143-318.11(a) (3), (4), and (6) to preserve attorney-client privilege, to discuss economic development matters, and to consider the qualifications, competence, performance, and conditions of appointment of a public officer or employee. Motion unanimously carried 5-0.

The Board returned from Closed Session.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, to open regular session. Motion unanimously carried 5-0.

8. Adjournment

A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Goodwin, to adjourn the Board Meeting. Motion unanimously carried 5-0.

Regina M. Rosy, Town Clerk

Robert A. Farrell, Mayor

Minutes were completed in
Draft form on September 26, 2016

Minutes were approved
on December 12, 2016

Minutes
Regular Board Meeting
Aberdeen Town Board

October 24, 2016
Monday, 6:00 p.m.

Robert N. Page Municipal Building
Aberdeen, North Carolina

The Aberdeen Town Board met Monday, October 24, 2016 at 6:00 p.m. for the Regular Board Meeting. Members present were Mayor Robert A. Farrell, Mayor Pro-tem Jim Thomas, and Commissioners Ken Byrd, Joe Dannelley, and Buck Mims. Commissioner Elease Goodwin was not in attendance. Staff members in attendance were Town Manager Bill Zell, Police Chief Tim Wenzel, Josh Kirk, Craig Armstrong, Jeff Allen, Steven Wyrick, Brian Chavis, Anthony Williams, Ricardo Padin, Josh Vernon, Chris Davis, Leigh Ann Brooks, Jesse Smith, Gypsie Adcox, Josh Kearns, Chief Phillip Richardson and Deputy Town Clerk Jamie Dockery. Reporter for The Pilot Laura Douglass, Reporter for the Aberdeen Times Billy Marts, Tim Marcham, Bruce Parker, Vanessa McNeill and approximately 17 other citizens were also in attendance for the meeting.

1. Call to Order

Mayor Farrell called the meeting to order at 6:00 p.m.

a. Pledge of Allegiance.

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

2. Setting of the Agenda

Two items were added under Other Business (b) Hazard Mitigation Plan and (c) Emergency Operation Plan. A closed session was added pursuant to N.C. General Statute 143-318.11(a)(6) to consider the qualifications, competence, performance, and conditions of appointment of a public officer or employee. A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Mims, to approve the setting of the agenda as amended. Motion unanimously carried 4-0.

3. Consent Agenda

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

- a. Minutes of Board of Adjustment Meeting on June 13, 2016, Board Meeting on June 27, 2016, Closed Session on August 22, 2016, Closed Session on September 12, 2016, and Work Session on October 10, 2016.

A motion was made by Commissioner Mims, seconded by Commissioner Byrd, to approve the consent agenda as presented. Motion unanimously carried 4-0.

4. Informal Discussion and Public Comment

- a. Oath of Office for Police Sergeant Steven Wyrick.

Chief Wenzel stated Officer Steven Wyrick has been promoted to Police Sergeant. Deputy Clerk Jamie Dockery administered the oath of office for Sergeant Steven Wyrick.

- b. Presentation of Advanced Certificate to Investigator Jeff Allen.

Chief Wenzel recognized Investigator Jeff Allen, who has been with the Police Department for 15 years, with an Advanced Certificate which is the highest certification a law enforcement officer can receive in North Carolina.

- c. Presentation of Squad Bars to Police Squad C.

Chief Wenzel presented Squad Bars to Lieutenant Chavis, Investigator Allen, Officer Padin, Officer Williams, and Officer Vernon. In late August, the Police Department received a warning early in the day that an individual was threatening "suicide by cop". Lt. Chavis developed a plan in case they received the call to intervene, which came later that evening. Squad C executed the plan by meeting one block from the residence. Rather than engage the armed individual in a violent confrontation, the squad retreated from the house and found cover. Additional officers were called to the scene and all the other people in house were safely removed. After contacting the subject by cell phone, he was eventually convinced to come to the door and taken into custody. Deadly force was justified but the officers did not use it. Their response was in a way that the suspect was apprehended without incident or injury to himself or any officer.

- d. Bruce Parker - Legacy Lakes Issues.

Mr. Parker wanted to give an update on the Legacy Lakes issues. Mr. Parker stated the issue is no silt fencing and runoff going into the lake. DEQ has control over the runoff and Mr. Parker needs to contact DEQ. Commissioner Mims stated the Town issues a Conditional Use Permit for properties which is what the Town has jurisdiction over. Commissioner Byrd suggested Director Graham to give a contact list to Mr. Parker for any of the issues outside of the Town's jurisdiction. Commissioner Dannelley stated Mr. Parker needs to meet with Manager Zell and discuss any issues that are within the Town's jurisdiction and are not being enforced by the Town.

5. Financial Report

Manager Zell stated due to a software glitch Finance Officer Wentland was unable to get the current year budget entered into the system in time to prepare the budget information for this meeting, but we do have some first quarter numbers to give you tonight. Our largest revenue Ad Valorem Tax budgeted at \$3,488,740 we have received \$2,428,618 or 69.6% through the end of September. Our Sales Tax revenue has come in for July and August at \$304,206, which is an average of \$152,103 per month so far, while our average for last year was \$143,530. Of course it's early in the year, but it's a great start. The Utilities Franchise and Video Sales Tax has come in at \$124,912, for the first quarter which is a bit short of the \$137,500 we need to average to meet our budget number of \$550,000. Our first Powell Bill revenues came in at \$110,497. We'll receive the second installment in January. Over all through the first quarter we've received to date 38.6% of all budgeted revenues and our expenditures for the same period spent at 22.95%.

Commissioner Dannelley asked for the report to be forwarded once the software is fixed. There were no questions from Board members.

6. New Business

- a. Consider action on Ordinance Declaring a Road Closure for the Town of Aberdeen 2016 Christmas Parade.

Commissioner Dannelley asked if the route is the same as last year. Manager Zell stated yes.

A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Mims, to approve the Ordinance Declaring a Road Closure for the Town of Aberdeen 2016 Christmas Parade. Motion unanimously carried 4-0.

7. Other Business

a. Grants Update.

Manager Zell stated Planner Martin created a grant summary spreadsheet. Manager Zell stated it is for information purposes only. There was no further discussion.

b. Resolution to Adopt the Cape Fear Regional Hazard Mitigation Plan.

Manager Zell stated the Plan needs to be approved as FEMA will be coming to Aberdeen on Wednesday, October 26, 2016. The Plan needs to be approved in order to receive potential FEMA dollars. Chief Richardson stated the Plan has been in the works since 2008 and was funded by a grant. The purpose was to create a Plan that covered the Cape Fear Region (Chatham, Lee, Harnett, Johnston, and Moore Counties and the municipal governments within those counties) instead of each individual area.

A motion was made by Commissioner Mims, seconded by Commissioner Byrd, to approve the Resolution to Adopt the Cape Fear Regional Hazard Mitigation Plan. Motion unanimously carried 4-0.

c. Town of Aberdeen Emergency Operation Plan.

Chief Richardson stated the Town of Aberdeen Emergency Operation Plan needs to be adopted in order for the Town of Aberdeen to get the Safer City Certification. The Town was previously operating under the Moore County Emergency Operation Plan. Commissioner Mims thanked Chief Richardson for his dedication as a public servant especially during Hurricane Matthew. Mayor Farrell thanked the Fire Department for their hard work during the Hurricane.

A motion was made by Commissioner Mims, seconded by Commissioner Byrd, to approve the Town of Aberdeen Emergency Operation Plan. Motion unanimously carried 4-0.

8. Closed Session pursuant to N.C. General Statute 143-318.11(a)(6) to consider the qualifications, competence, performance, and conditions of appointment of a public officer or employee.

A motion was made by Commissioner Byrd, seconded by Commissioner Mims, to go into 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. Motion unanimously carried 4-0.

The Board returned from Closed Session. A motion was made by Commissioner Byrd, seconded by Commissioner Mims, to open regular session. Motion unanimously carried 4-0.

9. Adjournment

A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Byrd, to adjourn the Board Meeting. Motion unanimously carried 4-0.

Jamie E. Dockery, Deputy Town Clerk

Robert A. Farrell, Mayor

Minutes were completed in
Draft form on October 24, 2016

Minutes were approved
on December 12, 2016

Minutes
Work Session
Aberdeen Town Board

November 14, 2016
Monday, 6:00 p.m.

Robert N. Page Municipal Building
Aberdeen, North Carolina

The Aberdeen Town Board met Monday, November 14, 2016 at 6:00 p.m. for the Work Session. Members present were Mayor Robert A. Farrell, Mayor Pro-tem Jim Thomas, and Commissioners Ken Byrd, Joe Dannelley, and Eleese Goodwin. Commissioner Buck Mims was not in attendance for the meeting. Staff members in attendance were Planning Director Pam Graham, Planner Daniel Martin, Fire Chief Phillip Richardson, Deputy Fire Chief Gary Blue, Parks & Recreation Director Adam Crocker, Town Manager Bill Zell, and Deputy Town Clerk Jamie Dockery. Reporter for The Pilot Laura Douglass and FEMA representative Fred Dolan were also in attendance for the meeting.

Mayor Farrell called the meeting to order at 6:00 p.m.

Mayor Farrell stated item #7 FEMA update will be moved to the top of the agenda and a closed session pursuant to N.C.G.S. 143-318.11(a)(4) and (5) to discuss economic development matters and to discuss the acquisition of real estate will be added to the agenda.

7. FEMA Update.

Chief Richardson introduced Mr. Fred Dolan who is with Intergovernmental Affairs with FEMA. Mr. Dolan went over the process to submit an application for assistance. \$72 million has been issued so far in grants to those who have qualified. The deadline to apply for FEMA assistance is December 9, 2016. The Public Assistance reimbursement is for Municipalities to recoup costs for labor and associated costs for emergency response and debris clean up. The Public Assistance could help with the cleanup of the flooded Rescue Squad Building. Commissioner Dannelley asked to have the public information added to the Town website for Aberdeen citizens to be made aware of.

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.
- b. UDO Text Amendment #16-11 Regarding Water Supply Watershed Overlay District Regulations.
- c. UDO Text Amendment #16-12 to Establish an Independent Board of Adjustment.
- d. Conditional Use Permit CU #16-07 for Cynthia Paris.

Mayor Farrell asked what a temporary health care structure is. Director Graham stated the State has asked a provision to be added for a family member that has healthcare needs for accommodations of a separate non-permanent structure on relatives' property. A motion was made by Commissioner Dannelley, seconded by Commissioner Goodwin, to approve consent agenda. Motion unanimously carried 4-0.

2. An Ordinance Declaring Road Closures for the 2016 Reindeer Fun Run.

Planner Martin stated the 10th annual Reindeer Fun Run will be held December 3, 2016. The route is the exact same as in the past. A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Byrd, to approve the Ordinance Declaring Road Closures for the 2016 Reindeer Fun Run. Motion unanimously carried 4-0.

3. Proposed Amendments to the Planning Department Fee Schedule.

Director Graham stated for the Building side the department is trying to stay in line with those towns around Aberdeen. New residential permits increase about \$75. Other increases include electrical and plumbing and a decrease in swimming pools. The Planning side changes are to charge for Minor Modifications to CUP and Watershed Protection permits since the Town has not charged in the past. These charges are to cover staff time and recording at the Register of Deeds. Commissioner Byrd asked when was the last time fees were changed. Director Graham stated September 2015. Commissioner Byrd asked how the contracting community will be made aware of the changes. Director Graham stated she is open to suggestions on how to make contractors aware. Commissioner Byrd stated there

needs to be a post on the website announcing the changes to the fee schedule. Commissioner Dannelley asked what the effective date would be. Director Graham stated if the Board approves the changes tonight, then the date would be November 14, 2016. All applications submitted before November 13, 2016 will be the old fee schedule and applications submitted after November 14, 2016 will be the new fee schedule. Director Graham stated the engineering fees are still being researched as to a fair way to handle the price.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, to approve the proposed amendments to the Planning Department Fee Schedule. Motion unanimously carried 4-0.

4. Connect NC Bond Grant Application.

Director Crocker stated there is a new grant opportunity that is a total of \$3 million that is aimed at building and renovating parks to make them more easily accessible for disabled veterans and disabled children. The grant is an 80/20 match grant. Director Crocker stated the areas of improvement to the current Aberdeen Lake Park would be 2 handicap parking spots added to the lower amenities, an 8' sidewalk from the parking spots to the shelter and playground, and the fall zone area to be replaced with a rubberized safety surface. The closeout for the application process is December 1, 2016. If accepted, the project has to be completed in 3 years. Commissioner Dannelley asked how the cost was established and how stable the Town's 20% is. Director Crocker stated he has obtained several quotes from contractors and used these quotes to determine the Town's 20% portion. If the grant is awarded to the Town, notification would be in the spring of 2017.

A motion was made by Commissioner Goodwin, seconded by Commissioner Byrd, to approve the Connect NC Bond Grant application. Motion unanimously carried 4-0.

5. Contract with Moore County EMS.

Chief Richardson stated Moore County EMS has been housed in the Aberdeen Fire Station for a long time. A formal contract will need to be signed for Moore County to pay the Town of Aberdeen a rental fee of \$625.00 per month. The rental fee is paid quarterly.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, to approve the contract with Moore County EMS. Motion unanimously carried 4-0.

6. Purchase of Fire Truck.

Chief Richardson stated the process will take over a year to spec out and pick a manufacturer for a new fire engine. The build time is 270-300 days from the date the contract is signed. Engine 414 was sold 3 years ago, so a new engine needs to replace it. Chief Richardson stated the Board's approval has been requested in the past to start the spec process. The price is estimated to cost in the \$500,000s and will be included in the FY 2017-2018 budget. Commissioner Dannelley asked if this engine has been in the Capital Replacement Plan. Chief Richardson stated yes it has been and it is 3 years behind the Plan. Mayor Farrell asked what would happen to the 1998 engine that is currently being used. Chief Richardson stated the engine will be used as the reserve engine. NFPA mandates that a 1st out and 2nd out engine can't be more than 20 years old or it affects the ISO rating, but the reserve truck can be more than 20 years old as long as it meets pumping inspections. Commissioner Dannelley asked when the specs will be brought back to the Board. Chief Richardson stated he will have firmer numbers during the upcoming budget process. The Board agreed that Chief Richardson needs to start the process to replace the engine that is on the Capital Replacement Plan.

7. FEMA Update.

Moved to first item of the agenda.

8. Other Business.

Manager Zell stated there is a list of project costs that were not budgeted for in this Budget Year. The list includes the demolition of the Rescue Squad, building a storage building for the Fire Department, fixing the roof of the EOC, building a storage building at Colonial Heights Park, Talbooth Street Project, Fiber, removal of an old water tower, fixing the Aberdeen Lake gate, and refurbishing the chairs and carpet in Town Hall.

Commissioner Byrd stated the fixing of the roof in the EOC needs to be done now with it to be taken out of Fund Balance. Commissioner Byrd made a motion,

seconded by Commissioner Goodwin, to fix the EOC roof and take the cost out of Fund Balance. Motion unanimously carried 4-0.

Commissioner Byrd asked where the new Fire Department storage building would be located. Chief Richardson stated next to the existing storage building behind the Fire Station. Commissioner Byrd asked what the new storage building would do to the footprint of the proposed Police Station. Chief Richardson stated it would not affect the proposed police station; it would just take a very small part of the proposed rear parking lot. Commissioner Dannelley stated he wants the list of projects to be prioritized by the Manager and staff with available fund balance. Commissioner Byrd stated the EOC roof is number one since it was approved tonight. Manager Zell stated the 2 storage buildings need to be placed at the top of the list as priority since one storage area has been lost (Rescue Squad).

Mayor Farrell stated he was contacted by the Muscular Dystrophy Association asking for participants in the "Lock Up". The event will take place December 7th from 10 a.m. – 2 p.m. at the Hampton Inn in Aberdeen.

Mayor Farrell stated he received a letter from Rev. Frances Stark in support of the Senior Adult Day Care Center in Aberdeen. Director Graham stated there was a proposal but the applicant withdrew.

Planner Martin stated the Berkley Sewer Project has been closed out and the Building Reuse Grant closeout for Reliance Packaging is approaching.

Manager Zell stated the Christmas Tree Lighting will be December 1st at 6 p.m. at the Depot, the Reindeer Fun Run will be December 3rd, Supper with Santa will be December 9th at 6 p.m., the Christmas Parade will be December 10th at 11 a.m., The Old Fashioned Christmas at Malcolm Blue Farm will be December 10th from 1-5 p.m. The Volunteer Board Appreciation Event will be December 5th from 6-8 p.m. and the Fire Department Dinner is December 13th at 6:30 p.m.

9. Closed Session pursuant to N.C.G.S. 143-318.11(a)(4), (5), and (6) to discuss economic development matters, to discuss the acquisition of real estate, and to consider the qualifications, competence, performance, and conditions of appointment of a public officer or employee.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, to go into Closed Session pursuant to N.C. General Statute 143-318.11(a)(4), (5) and (6) to discuss economic development matters, to discuss the acquisition of real estate, and to consider the qualifications, competence, performance, and conditions of appointment of a public officer or employee. Motion unanimously carried 4-0.

The Board returned from Closed Session.

A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin to open regular session. Motion unanimously carried 4-0.

10. Adjournment.

A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Goodwin, to adjourn the Board Meeting. Motion unanimously carried 4-0.

Regina M. Rosy, Town Clerk
Jamie E. Dockery, Deputy Town Clerk

Robert A. Farrell, Mayor

Minutes were completed in
Draft form on November 12, 2016

Minutes were approved
on December 12, 2016

Minutes
Regular Board Meeting
Aberdeen Town Board

November 28, 2016
Monday, 6:00 p.m.

Robert N. Page Municipal Building
Aberdeen, North Carolina

The Aberdeen Town Board met Monday, November 28, 2016 at 6:00 p.m. for the Regular Board Meeting. Members present were Mayor Robert A. Farrell, Mayor Pro-tem Jim Thomas, and Commissioners Ken Byrd, Joe Dannelley, and Elise Goodwin. Commissioner Buck Mims was not in attendance for the meeting. Staff members in attendance were Planning Director Pam Graham, Town Manager Bill Zell, Finance Officer Beth Wentland, Police Chief Tim Wenzel, Josh Kirk, Todd Weaver, Carl Colasacco, Town Clerk Regina Rosy, and approximately 10 other police officers. Reporter for The Pilot Laura Douglass, Jennifer Bowles, Bryan Bowles, and approximately 10 other citizens were also in attendance for the meeting.

1. Call to Order

a. Pledge of Allegiance.

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

2. Setting of the Agenda

Manager Zell asked for Item 4 – Informal Discussion and Public Comment to be added. Manager Zell also asked for a Closed Session for personnel to be added. A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, to approve the setting of the agenda as amended. Motion unanimously carried 4-0.

3. Consent Agenda

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

a. Conditional Use Permit CU #16-08 for Construction of a Multi-Family Development on Old Course Road - Schedule Public Hearing for 12/12/16.

b. Conditional Use Permit CU #16-09 for Assembling of Goods at 354 Parkway Drive - Schedule Public Hearing for 12/12/16.

- c. Conditional Zoning Request CZ #16-06 to Allow a Regional Utility Facility (Solar Collector Facility) on Fayetteville Street - Schedule Public Hearing for 12/12/16.
- d. Rezoning Request RZ #16-01 for Property Located on Johnson Street - Schedule Public Hearing for 12/12/16.
- e. UDO Text Amendment #15-11 Regarding Temporary Health Care Structures - Schedule Public Hearing for 12/12/16.
- f. Text Amendment UDO #16-11 Regarding Water Supply Watershed Overlay District Regulations - Schedule Public Hearing for 12/12/16.
- g. Text Amendment UDO #16-12 To Establish an Independent Board of Adjustment - Schedule Public Hearing for 12/12/16.

A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Goodwin, to approve the consent agenda as presented. Motion unanimously carried 4-0.

4. Informal Discussion and Public Comment.

- a. Oath of Office for Officer Austin Whatley.

Chief Tim Wenzel introduced new Police Officer Austin Whatley. Town Clerk Regina Rosy administered the oath of office to Officer Whatley.

- b. Public Comments.

Kelly Hester stated she is a resident of Legacy Lakes and she wants to show support for Bruce Parker and also echo the same concerns he has shared. Ms. Hester stated residents at Legacy Lakes really hope their issues are taken to heart. Mayor Farrell stated the issues have been taken to heart. Mayor Farrell stated his neighborhood is considered an active construction site as well, and it has been in existence since the 1970s.

Dr. Teresa Beavers stated she is here to support her neighbors in Legacy Lakes. Dr. Beavers stated she is concerned about trucks leaving greasy spots on new pavement once it is put down.

Mayor Farrell read a letter received from Eldiweiss Lockey – thanking the Town for the contribution to the Boy Scout Troop in honor of her husband.

5. Financial Report

Manager Zell stated in the General Fund through the end of October revenues are \$806,108 above expenditures. Some of the noteworthy revenues earned in October were 2016 R&P and MV tax revenue at \$153,402, local sales tax and hold harmless collections for August at \$142,598 and three other revenues - ABC Tax, building permits and solid waste fees came in at a combined \$87,000. Some noteworthy expenditures were the six (6) new Police vehicles, at \$180,116, the Robbins Road drainage project at \$108,900 and a new F350 Pickup Truck for the Streets Department at \$31,146.

Manager Zell stated in the Water and Sewer Fund, through October revenues are \$270,083 above expenditures. Some of the noteworthy revenues were water, sewer and bulk water revenues at \$489,180. The noteworthy expenditure was the new F550 pickup truck at \$66,561.

Manager Zell stated our largest revenue Ad Valorem Tax was budgeted at \$3,488,740 and through October we've received \$2,562,384 or 73.44 percent through the end of October. Manager Zell stated our Sales Tax revenue has come in for July and August at \$304,206, which is an average of \$152,103 per month, while our average for last year was \$143,530. Manager Zell stated it's early in the year, but it's a great start.

Manager Zell stated our Finance Officer has put together three spreadsheets comparing expenditures from last fiscal year with expenditures from this fiscal year in vehicle maintenance, equipment maintenance and fuel costs. For vehicle maintenance spending through October we have spent approximately \$10,000 more this fiscal year than last year, the bulk of this spending is in Sanitation and the Streets Departments. For equipment maintenance spending through October we have spent approximately \$12,000 more this year, and this is across the board with all departments spending more this year, while the expenditures for fuel through October are approximately \$5,300 less.

Manager Zell stated overall through the first third of our fiscal year we've received to date 43.76 percent of all budgeted revenues and our expenditures for the same period spent are 33.67 percent.

Manager Zell stated there will not be a financial report presented for the month of December, due to the shortened meeting schedule for December. The next financial report will be presented at the January 23rd Board Meeting.

6. Public Hearings and New Business

- a. Consider action on Resolution to Name Authorized Town Officials for Financing Documents.

Finance Officer Beth Wentland stated this resolution is required by First Bank for a financing project for the 9 vehicles in the current budget. Finance Officer Wentland stated this resolution is in standard format and the authorized officials for this financing are listed in the resolution which include the Town Manager, Mayor, Finance Officer and Town Clerk. A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Goodwin, to approve the Resolution to Name Authorized Town Officials for Financing Documents. Motion unanimously carried 4-0.

- b. Public Hearing for Conditional Use Permit CU #16-07 for Cynthia Paris.

Mayor Farrell opened the public hearing for Conditional Use Permit #16-07 for Cynthia Parks.

Director Graham stated Cynthia Paris requests a Conditional Use Permit to allow an animal grooming service use at 300 Fields Drive in Aberdeen. Director Graham stated the property is located at the corner of NC Hwy 5 and Fields Drive. Director Graham stated the applicant proposes a pet grooming business. Ms. Paris stated that she has five employees and a maximum of 5-6 clients at any one time. No exterior changes to the building or additional construction activities are anticipated with the exception of signage, which will be considered under separate application. Staff has deemed the application to be complete. Director Graham stated the C-1 District is established as a district in which the principal use of land is for industries that can be operated in a relatively clean and quiet manner and which will not be obnoxious to adjacent residential or business districts. The regulations of this district are designed to prohibit the use of land by heavy industry, which should be properly segregated, and to prohibit any other use that would substantially interfere with the development of industrial establishments in the district.

Director Graham stated the parcel is adjoined by other C-I zoned properties on all sides. Other businesses in the park include Elite Roofing (across Fields Drive), Classic Signs, Blarney Stoneworks, Boles Heating & Air Supply, Ferrell Gas, and Moore Brick and Stone. The nearest non-C-I zoned parcel is over 800 feet to the north and is an undeveloped portion of The Pit Golf Course. The nearest residences are the townhomes at The Pit and are located over ¼ mile away from the subject property.

Director Graham displayed a vicinity zoning map and aerial photographs of the property. Director Graham stated the existing structure on the property, currently vacant, is one story with siding and a front screened porch. The building has approximately 1812 square feet of retail area per the Moore County Tax Records and has accommodated restaurant uses in the past. The parcel itself contains 0.367 acres. The parcel is an average of 121' deep with 125.79' of frontage on Fields Drive. The property currently has a gravel parking area shared with the business at 302 Fields Drive. The UDO is silent on a requirement for parking for animal grooming service. Using the UDO minimum parking space width of 8 feet, it appears that approximately 10 spaces can be accommodated in the existing parking area. Based on the applicant's proposal, staff can support that the existing parking area is adequate.

Director Graham stated the Future Land Use Map associated with the Plan identifies the area as commercial, which is consistent with the current zoning and existing uses in the vicinity, as well as the proposed use. The plan itself addresses the type of operation proposed in this application by stating that Aberdeen had more than enough commercial space to handle future growth and that a significant need to designate future industrial properties did not exist at the time of the Plan's adoption. Staff has located no additional resources in other plans adopted by the Town that would be applicable to the proposal. The proposal is considered by staff to be in general conformity with the adopted Land Development Plan.

Director Graham stated the recommended conditions include the following:

- a. Conditional Use Permits (CUPs) run with the land and as such CU #16-07 applies to the entirety of the property reflected in Parcel ID #00056947. An amendment to the CUP is needed to remove property from the CUP or to make changes to the CUP. If an activity is a use by right, it is not subject to the CUP.

- b. Building and Fire Inspections are to be required prior to beginning operation, all to be coordinated through the Planning and Inspections Department.
- c. Any proposed building renovations are to be approved by Town of Aberdeen Building Inspectors and shall meet all applicable codes.
- d. Approval of the CUP shall not imply approval of signage. Sign permit applications consistent with the requirements of the UDO shall be reviewed and approved by the Planning Department prior to installation.
- e. The operation is required to comply with Town of Aberdeen noise regulations.
- f. The Aberdeen Planning Department shall be notified of any future proposed changes in use for the property or changes to the site and any required permits, inspections, reviews, or other appropriate actions as determined by the Land Use Administrator shall be obtained.
- g. All additional conditions or requirements as provided in the Town of Aberdeen Unified Development Ordinance are enforceable with regards to the proposal approved by CU #16-07.

Clerk Regina Rosy swore in Cynthia Paris. Ms. Paris stated there are really no standing customers – customers drop off their animals for a couple hours to be groomed and then they come back to pick them up. Commissioner Dannelley asked Ms. Paris how she decided to look into this opportunity. Ms. Paris stated she currently has an operation on Juniper Lake but she needs larger space which is why she is looking at this opportunity. Commissioner Dannelley brought up the condition listed for signage – Ms. Paris stated the condition does not appear to be a problem for her operation.

With no further discussion, Mayor Farrell closed the public hearing.

- c. Consider action on Conditional Use Permit CU #16-07 for Cynthia Paris.

A motion was made by Commissioner Dannelley, seconded by Mayor Pro-tem Thomas, that CU #16-07 is within the jurisdiction of the Planning Board according to the Table of Permissible Uses. Motion unanimously carried 4-0.

A motion was made by Commissioner Dannelley, seconded by Mayor Pro-tem Thomas, that CU #16-07 is complete as submitted. Motion unanimously carried 4-0.

A motion was made by Commissioner Dannelley, seconded by Mayor Pro-tem Thomas, that CU #16-07, if completed as proposed, will comply with all requirements of the UDO. Motion unanimously carried 4-0.

A motion was made by Commissioner Dannelley, seconded by Mayor Pro-tem Thomas, that CU #16-07 satisfies Finding #1: will not endanger public health or safety. Motion unanimously carried 4-0.

A motion was made by Commissioner Dannelley, seconded by Mayor Pro-tem Thomas that CU #16-07 satisfies Finding #2: will not substantially injure the value of adjoining or abutting property. Motion unanimously carried 4-0.

A motion was made by Commissioner Dannelley, seconded by Mayor Pro-tem Thomas, that CU #16-07 satisfies Finding #3: will be in harmony with the area in which it is located. Motion unanimously carried 4-0.

A motion was made by Commissioner Dannelley, seconded by Mayor Pro-tem Thomas, that CU #16-07 satisfies Finding #4: will be in general conformity with Land Use Plan or other plans specifically adopted by the Board. Motion unanimously carried 4-0.

A motion was made by Commissioner Dannelley, seconded by Mayor Pro-tem Thomas, that based on the Findings of Fact and the evidence presented, the Board issues approval with conditions of CU #16-07 as already stated. Motion unanimously carried 4-0.

- d. Consider action on Resolution Directing the Clerk to Investigate a Petition for Voluntary Contiguous Annexation for Property Located on the west side of Allison Page Road.

Director Graham stated this is formerly one of the Page properties and is an 8 acre property. Director Graham stated this is the first step of the process. A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, to approve the Resolution Directing the Clerk to Investigate a Petition for Voluntary Contiguous Annexation for Property Located on the west side of Allison Page Road. Motion unanimously carried 4-0.

7. Other Business

- a. Volunteer Board Appreciation Event – next Monday evening at the Postmaster’s House from 6-8 p.m.
 - b. Mayor Farrell was very upset about The Sand Castle magazine not including Aberdeen Christmas events and wanted to know why Aberdeen’s programs are not being advertised.
 - c. Director Graham stated tomorrow at 2:00 pm in the Town Hall Conference Room Matt Day will be meeting with staff to discuss the Comprehensive Transportation plan that is ongoing.
8. 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.

A motion was made by Commissioner Dannelley, seconded by Commissioner Byrd, to go into 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. Motion unanimously carried 4-0.

The Board returned from Closed Session. A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, to open regular session. Motion unanimously carried 4-0. A motion was made by Commissioner Byrd, seconded by Commissioner Goodwin, to approve a Resolution Naming the Aberdeen Public Works Building the William R. Monroe Public Works Building. Motion unanimously carried 4-0.

9. Adjournment

A motion was made by Mayor Pro-tem Thomas, seconded by Commissioner Goodwin, to adjourn the Board Meeting. Motion unanimously carried 4-0.

Regina M. Rosy, Town Clerk

Robert A. Farrell, Mayor

Minutes were completed in
Draft form on November 28, 2016

Minutes were approved
on December 12, 2016



TOWN OF ABERDEEN AGENDA ITEM ACTION REQUEST FORM

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

Submitted By: Regina Rosy, HR Director/Town Clerk **Department:** Administration

Contact Phone # 910-944-4515 **Date Submitted:** 12/7/2016

Agenda Item Title: 2016 Employee of the Year

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

Regular Board Meeting - Board Action (date of meeting should be filled in on line):
New Business _____ Information Only _____
Old Business _____ Consent Agenda _____
Public Hearing _____ Informal Discussion & Public Comment 12/12/16
Other Business _____

Summary of Information:
The 2016 Town of Aberdeen Employee of the Year will be presented at the 12/12/16 Board Meeting. Until then, we will keep you in suspense.

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:** 12/1/16

Agenda Item Title: Conditional Use Permit CU #16-09 for Assembling of Goods at 354 Parkway Drive

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 12/12/16 _____

Information Only _____

Old Business _____

Consent Agenda _____

Public Hearing 12/12/16 _____

Informal Discussion & Public Comment _____

Other Business _____

Summary of Information:

Public Hearing on 12/12/16

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



Town of Aberdeen Planning & Inspections Department

115 N. Poplar Street PO Box 785

Aberdeen, NC 28315

(910) 944-7024

MEMORANDUM TO THE BOARD OF COMMISSIONERS – December 12, 2016 Public Hearing

Applicant:

William Savoie

Request:

Conditional Use
Permit CU #16-09
for Assembling of
Goods

Location:

East of Pee Dee Rd.,
on the north side of
Parkway Dr.

Parcel ID:

20040417

Zoning:

C-I-CD

Existing Use:

Vacant Structure

Proposed Use:

Assembling of
Goods in C-I

Prepared by:

Kathy Blake,
Planner II

Description and Background of Conditional Use Permit Request

William Savoie requests a conditional use permit (CUP) for assembling of goods in an existing building at 354 Parkway Dr. in Aberdeen. The property is zoned C-I-C (Commercial/Light Industrial - Conditional District). In 2012 the property was granted approval for a conditional zoning to include a day care use. The proposed activity falls under the UDO Table of Permissible Uses, 4.110 assembling of goods conducted entirely within a fully enclosed building. The applicant seeks approval of the use.

Procedural Issues

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

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

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

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

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

Following a recommendation by the Planning Board to the Town Board for approval or denial of an application, the item will be scheduled for a public hearing where public input can be accepted by the Town Board in advance of a final decision. The Town Board acts in a quasi-judicial capacity when considering a conditional use permit application and shall consider the recommendations of the Planning Board and staff in their decision. Though they are not bound by those recommendations, they are required to use the same criteria in formulating their decision as is used by the Planning Board in their recommendation.

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

Zoning (Exhibit attached)

The property is located the north side of Parkway Drive approximately 225 feet east of the intersection with Pee Dee Road. The subject parcel is zoned C-I-C, Commercial/Light Industrial Conditional Zoning to include a day care use. The zoning on all sides of this parcel is C-I. The C-I District (the Commercial/Light Industrial District) is established as a district in which the principal use of land is for industries that can be operated in a relatively clean and quiet manner and which will not be obnoxious to adjacent residential or business districts. The regulations of this district are designed to prohibit the use of land by heavy industry, which should be properly segregated, and to prohibit any other use that would substantially interfere with the development of industrial establishments in the district.

The attached Vicinity Zoning map shows the parcel abuts other C-I zoned properties on three sides. To the west and adjacent to Pee Dee Road, is Clark's Plumbing. To the north and east, is a large wooded parcel. On the southern side of Parkway Drive, and facing Pee Dee Road, is Kingswood Nursing Center which is zoned O-I, office and institutional.

Existing Site Conditions (Exhibit attached)

The existing structure on the property, currently vacant, is one story with siding and brick facade. The building has 1,520 SF of warehouse space and 800 SF of office space for a total of 2,320 SF per the Moore County tax records. The parcel itself contains 1.1 acres. The parcel is an average of 293 feet deep with 200 feet of frontage on Parkway Dr. The property is within the town corporate limits.

The property currently has a gravel parking area. Per the ***Section 152-291 Parking Space and Loading and Unloading Area Requirements***, 3 parking spaces are required for the office area and 2 parking spaces are required for the warehouse area. Using the UDO minimum parking space width of 8 feet, it appears that

approximately 7 spaces can be accommodated in the existing parking area in front of the building. Based on the applicant's proposal, staff can support that the existing parking area is adequate.

Description of Proposal

The applicant proposes a warehouse and workshop. Mr. Savoie stated that he has one helper and a maximum of 1-2 clients at any one time. No exterior changes to the building or additional construction activities are anticipated with the exception of signage, which will be considered under separate application. *Staff has deemed the application to be complete.*

General Conformity with Plans

The 2030 Land Development Plan Future Land Use Map adopted in 2005 identifies this project area as commercial, which is consistent with the current zoning and the existing uses in the immediate vicinity of the property, as well as the proposed use in this application. The Plan itself addresses the type of operation proposed in this application by stating that Aberdeen had more than enough commercial space to handle future growth and that a significant need to designate future industrial properties did not exist at the time of the Plan's adoption. Staff has located no additional references in other plans adopted by the Town that would be applicable to the proposal. *The proposal is considered by staff to be in general conformity with the adopted Land Development Plan and other plans adopted by the Town.*

Findings of Fact

The Town Board must consider the following findings of fact in recommending a decision to the Board of Commissioners regarding conditional use permits:

1. Will the activity materially endanger public health or safety? *The application states that the operation of this warehouse/workshop will not be harmful or detrimental to the community in any way.*
2. Will it substantially injure the value of adjoining or abutting property? *The application states that the proposed use is in keeping with surrounding uses and will not impact properties in the immediate area.*
3. Will it not be in harmony in the area in which it is to be located? *The application states that the warehouse/workshop is in harmony with neighboring properties and will not cause any impacts on them.*
4. Will it not be in general conformity with the Land Use Plan or other plans specifically adopted by the Board. *Staff has advised that the proposal is in general conformity with the Land Use Plan's Future Land Use Map due to the consistency of the use with the map's designation of the property for commercial uses. Staff has located no inconsistencies with other plans adopted by the Town Board.*

Recommendations and Suggested Motions

Planning staff's review of the proposal has identified no issues regarding the proposal's current compliance with the Town of Aberdeen UDO.

During their November 17, 2016 regular meeting, the Planning Board recommended approval with the conditions as listed on the following page of CU #16-09. Staff recommends that the Town Board accept public input on the item during the December 12, 2016 Public Hearing and render a decision at their earliest convenience. The following is a recommended format for motions to be made at that time.

- Motion 1: CU #16-09 (is/is not) within the jurisdiction of the Board of Commissioners according to the Table of Permissible Uses.
- Motion 2: CU #16-09 (is/is not) complete as submitted.
- Motion 3: CU #16-09, if completed as proposed, (will comply with all/will not comply with one or more) requirements of the UDO. If not, specify the requirement.
- Motion 4: CU #16-09 (satisfies/does not satisfy) Finding #1: will not endanger public health or safety. If not, list why.
- Motion 5: CU #16-09 (satisfies/does not satisfy) Finding #2: will not substantially injure the value of adjoining or abutting property. If not, list why.
- Motion 6: CU #16-09 (satisfies/does not satisfy) Finding #3: will be in harmony with the area in which it is located. If not, list why.
- Motion 7: CU #16-09 (satisfies/does not satisfy) Finding #4: will be in general conformity with Land Use Plan or other plans specifically adopted by the Board. If not, list why.

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

- Motion 8: Based on the Findings of Fact and the evidence presented, the Board of Commissioners:
- Issues denial of CU #16-09 based on the following: _____.
 - Issues approval of CU #16-09.
 - Issues approval with conditions of CU #16-09 as follows.

Recommended Conditions

1. Conditional Use Permits (CUPs) run with the land and as such CU #16-09 applies to the entirety of the property reflected in Parcel IDs #20040417. An amendment to the CUP is needed to remove property from the CUP or to make changes to the CUP. If an activity is a use by right, it is not subject to the CUP.
2. Building and Fire Inspections are to be required prior to beginning operation, all to be coordinated through Planning and Inspections Departments.
3. Any proposed building renovations are to be approved by Town of Aberdeen Building Inspectors and shall meet all applicable codes.
4. Approval of the CUP shall not imply approval of signage or significant changes to the site. Sign permit applications and site changes consistent with the requirements of the UDO shall be reviewed and approved by the department prior to performance of work.
5. The operation will be required to comply with Town of Aberdeen noise regulations.
6. As required by §152-308 of the UDO, shrubbery with a minimum height of eighteen (18) inches at planting and of a variety that can be expected to reach a minimum height of thirty-six (36) inches within five (5) years of planting shall be required along the south-facing façade of the principle building, with the exception of doorways. A sketch of the proposed plantings, with spacing and species indicated shall be submitted for staff review and approval prior to installation.
7. The Aberdeen Planning Department shall be notified of any new uses, activities, significant site changes, or construction on the property subject to CU #16-09 and all applicable reviews and/or permits shall be obtained in accordance with the UDO.
8. All additional conditions or requirements as provided from the Town of Aberdeen Unified Development Ordinance are enforceable with regards to the operations proposed by CU #16-09.

Enclosures: Conditional Use Permit Application
Vicinity Zoning Map
Site Aerial
Picture of front facade



Town of Aberdeen

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

For office use only:

Application No. CU-16-09

Date Received: 10/31/2016

Amount Received: \$250

Conditional Use Application

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

APPLICANT INFORMATION:

Applicant: William SAVOIE
Phone No. _____ Cell No. 910-585-6232 Email: Bill@VuePointLLC.com
Applicant's Address PO BOX 822 Southern Pines NC 28388
Property Owner: William + Robin SAVOIE
Owner's Address: PO BOX 822 Southern Pines NC 28388
Property Location Address: 354 PARKWAY LRK# 20040417

CONDITIONAL USE REQUEST:

- A. Existing Zoning: C I C
B. Existing land use on property: WAREHOUSE
C. Requested land use: WAREHOUSE + WORKSHOP

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

STATEMENT OF JUSTIFICATION:

- A. The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare:
THE OPERATION OF THIS WAREHOUSE/WORKSHOP WILL NOT BE HARMFUL OR DETRIMENTAL TO THE COMMUNITY IN ANY WAY
- B. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted:
THE PROPOSED USE IS IN KEEPING WITH SURROUNDING USES AND WILL NOT IMPACT PROPERTIES IN THE IMMEDIATE AREA

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

THE WAREHOUSE / WORKSHOP IS IN HARMONY WITH NEIGHBORING PROPERTIES AND WILL NOT CAUSE ANY IMPACTS ON THEM

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

THE EXISTING STRUCTURE IS IN KEEPING WITH THE NEIGHBORING PROPERTIES. NO NEW STRUCTURES ARE BEING PROPOSED

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

ALL REQUIRED UTILITIES ARE IN PLACE.

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

ADEQUATE MEASURES ARE IN PLACE TO ALLOW ACCESS TO PROPERTY WITHOUT IMPACTING PUBLIC USES

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

THE PROPOSED WAREHOUSE / WORKSHOP IS IN KEEPING WITH SURROUNDING USES

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

THE PROPOSED WAREHOUSE / WORKSHOP WILL CONFORM TO USES IN ITS DISTRICT AND IS COMPATIBLE WITH EXISTING PROPERTIES

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

Applicant's Signature

Date

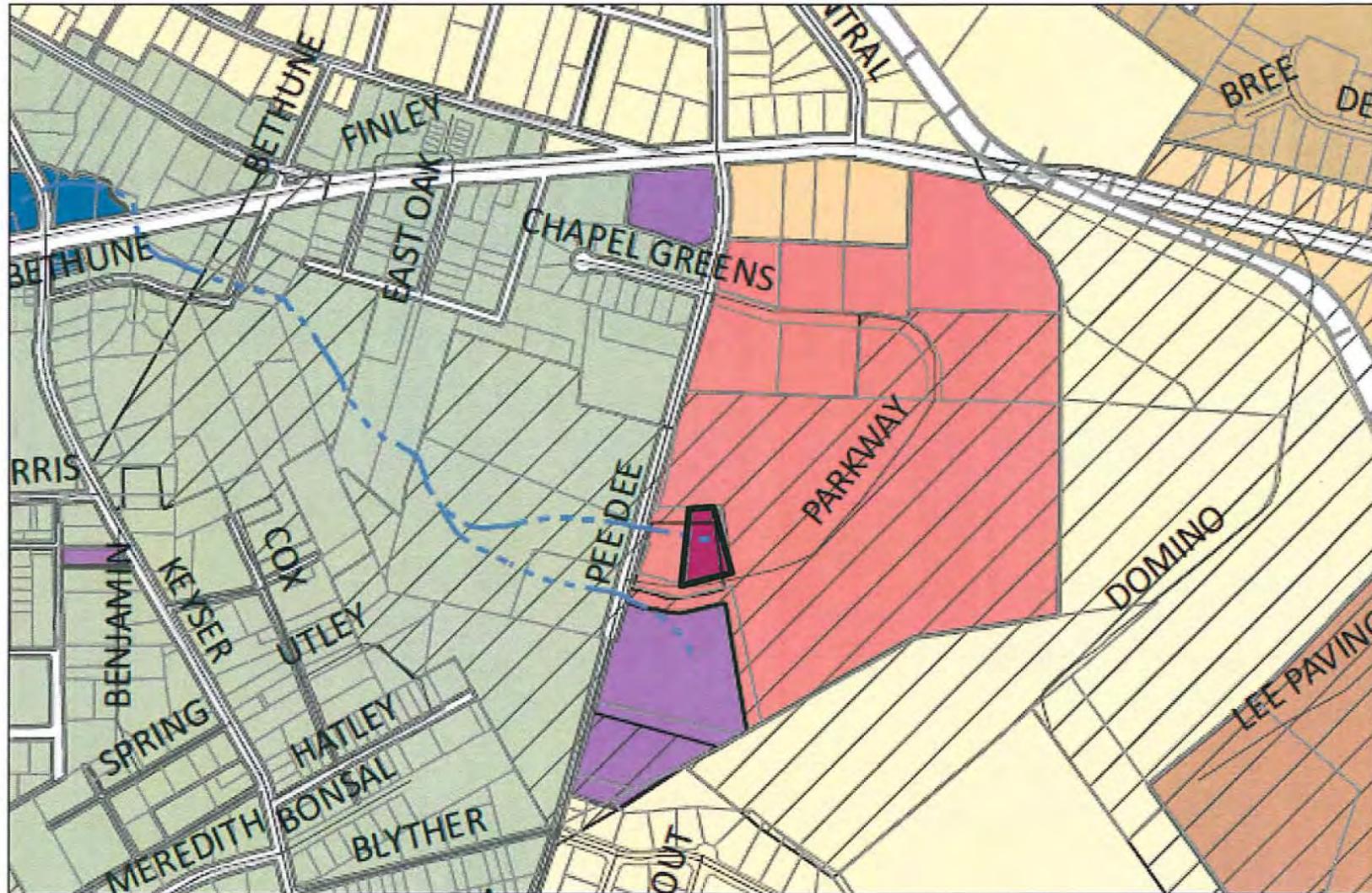
10/31/2016

Property Owner's Signature

Date

10/31/2016

Conditional Use Permit CU 16-09 – Vicinity Zoning



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

Conditional Use Permit CU #16-09 – Aerial Image







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:** 12/1/16

Agenda Item Title: Conditional Zoning Request CZ #16-06 to Allow a Regional Utility Facility (Solar Collector Facility) on Fayetteville Street

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 12/12/16

Information Only _____

Old Business _____

Consent Agenda _____

Public Hearing 12/12/16

Informal Discussion & Public Comment _____

Other Business _____

Summary of Information:

Public Hearing on 12/12/16

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



MEMORANDUM TO THE BOARD OF COMMISSIONERS – December 12, 2016 Public Hearing

Applicant:

HCE Moore I, LLC

Request:

Conditional Zoning
Request CZ #16-06

Location:

305 Fayetteville St.

Parcel ID:

5.56 acres of Parcel
ID 00046000

Site Acreage:

5.56

Existing Zoning:

R20-16

Requested Zoning:

R20-16-CD

Prepared by:

Pamela Graham,
Planning Director

History and Description of Conditional Zoning Request

HCE Moore 1, LLC has submitted an application to request a Conditional Zoning CZ#16-06 from R20-16 to R20-16-CD for property located on Fayetteville Street in Aberdeen. The applicant intends to install a solar farm on approximately 17.79 acres of the property within Parcel ID #00046000 and #00045999 in the vicinity of 305 Fayetteville Street. 5.56 of these acres are the subject of the conditional zoning request. The existing parcels, comprising 25.5 acres, are owned by Aberdeen & Rockfish Company (A&R); the parcels have been surveyed to create the 17.79 acre area to be leased for the solar facility use, which is expected to be heard in December by the Planning Board for a recommendation.

The larger of the two parcels (#00046000) is currently split-zoned, with the eastern-most portion (+/-8.3 acres) zoned R20-16 and the remainder zoned IH (Heavy Industrial). The railroad activities on the property have historically been restricted to the IH zoned area, with some evidence of timbering within the residential zone. The smaller (.451 acre) parcel is zoned IH. The applicant seeks conditional zoning approval for 5.56 acres of the R20-16 zoned area to R20-16-CD to allow for a solar farm use, classified in the UDO as Use 17.200 Community or Regional Utility Facility. This use requires a conditional use permit in the IH District but is not permitted in the R20-16 District. A conditional rezoning for the portion currently zoned R20-16 would change allowable uses for the property only to the extent that would permit the solar farm use.

Staff has advised the applicant that following approval of the conditional zoning, they must seek approval of a conditional use permit and follow the standard procedure required for that process. This is to include review of a sketch plan of the proposed development by staff, CUP recommendation from the Planning Board and final decision by the Town Board, and Site Plan Review of engineered plans by staff following CUP approval. The conditional zoning will authorize the use proposed for the property, with additional detailed requirements resulting from the CUP and Site Plan Review processes to ensure that all UDO requirements are met by the

development, as well as any additional conditions placed on the CZ and CUP approvals.

Procedural Issues

§152-139 provides for the establishment of Conditional Zoning Districts, described as:

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

The Planning Board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted by the town and any other officially adopted plan that is applicable. A comment by the Planning Board or Town Board that a proposed amendment is inconsistent with the comprehensive plan or other plans shall not preclude consideration or approval of the proposed amendment by the Town Board.

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

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

Zoning (Exhibit attached)

The current zoning of parcel ID 00046000 is I-H (Heavy Industrial) and R20-16 (Residential). The applicant requests that 5.56 acres of the R-20-16 area be rezoned to R20-16-CD, allowing the use of a community or regional utility facility, or solar farm. As the smaller parcel (00045999) is already zoned IH, no conditional zoning request is being made for that parcel.

Adjoining properties to the north, east, and south of the area requested for conditional zoning are zoned R20-16. The area to the west is zoned I-H and is the remainder of the A&R owned property on Fayetteville Street. The applicant removed an area of approximately 2.74 acres from the rezoning proposal and intends for it to remain R20-16 to create a buffer to adjacent residential zoned properties and protect the designated wetlands in that area.

The proposed rezoning to R20-16-CD constitutes a parallel conditional zoning district. This is not a conditional use permit (CUP), but a legislatively determined zoning district to which ordinance standards apply with the potential for site-specific conditions to be attached to the approval. The R20-16 District was established where the principal use of land is for low-density residential and agricultural purposes. The regulations of this district are intended to protect the agricultural sections of the community from an influx of uses that would likely render them undesirable for farms and future development.

Existing Site Conditions (Exhibit attached)

The subject property is located on the northern side of Fayetteville Street and east of the main railroad lines running through Aberdeen. The subject property for consideration in this application comprises 5.56 acres, the portion of the 25.1 acre parcel that fronts Fayetteville Street. The property has a long history of serving the railroad's activities, primary as a holding area for materials. The structures used in association with the railroad are on a separate parcel and are not part of the current proposal. There is evidence of timbering on the property and it is otherwise vacant and partially wooded. The property slopes to the north, away from Fayetteville Street and shows a drainageway just to the east of the area subject to the rezoning request. This drainageway aligns with a designated wetland area as shown on submitted plans and verified by the US Army Corps of Engineers (ACOE). The applicant has provided a Preliminary Jurisdictional Determination from the ACOE stating that their office concurs with the area delineated as containing wetlands. A Green Growth Toolbox assessment shows no specific conflicts within the 5.56 area proposed for rezoning.

On the south side of Fayetteville Street, facing the subject property, are three single family dwellings. Fayetteville Street dead-ends at a point approximately 100 feet from the southwestern corner of the property proposed for rezoning.

Consistency with Plans

The 2030 Land Development Plan's Future Land Use Map adopted in 2005 identifies the property for low density residential uses, which is inconsistent with the existing uses on the property as well as the proposed

use. There are residential uses, undeveloped woodlands, commercial properties and environmentally sensitive areas surrounding the area subject to conditional zoning. The Future Land Use Map also indicates a Conservation Buffer of approximately 100' wide near the eastern edge of the area to be rezoned. The applicant is proposing no changes to an area of approximately 2.74 acres to the east of the proposal. The majority of the 2.74 acres is inundated with wetlands, creating a natural buffer to properties farther east. This effectively shifts the buffer farther east and creates a larger area that can be expected to be in conservation, though no legal protection exists for the area. The Land Use Map also recommends conservation to the north of the property, but this buffer is applied to the adjoining parcel and not the A&R property.

The Land Development Plan also includes citizen survey comments regarding Aberdeen's future. Those responses relevant to this proposal include: "Good industry development; open to new development; positive to commercial projects", "Lots of acreage still undeveloped; variety of locations for business and industry" (strengths), "Maintain small town atmosphere and manage growth", "Better comprehensive planning; careful zoning; limit heavy industry and supervise strip development", "Recruit more industries, providing more jobs and higher pay", "Improving landscaping, eliminating vacant rundown business structures" (opportunities).

Citizen comments in the Land Use Plan reflect both consistency and inconsistency with the proposed use. The proposal is considered by staff to be inconsistent with the Plan's Future Land Use Map. Please note that inconsistencies with the Plan do not preclude a vote for approval, but must be addressed and considered in the Board's deliberations on the request.

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

Three residential properties are located directly across Fayetteville Street from the proposed conditional zoning. The reported impacts of the proposed use on neighboring properties are varied. The applicant has offered the following additional information in response to questions included in the application:

1. How do the potential uses in the new district classification relate to the existing character of the area?
The solar farm construction will be required to obtain a building permit from the Town and comply with local building codes, which are enforced by local building officials and plan reviewers. A fence will be installed around the facility to keep safe from site and a landscape buffer will be planted in addition to existing vegetation surrounding the site. There is no waste, water, or pollution generated by the site.
2. In what way is the property proposed for rezoning suited for the potential uses of the new district?
The current property is zoned multiple uses. (I-H) Industrial and (R20-16) Residential. The Conditional District requested of R20-16-CD allows use for a solar farm. The site and development will meet and exceed Town of Aberdeen's requirements.
3. How will the proposed rezoning affect the value of nearby building?
Please see attached appraisal completed by Kirkland appraisals. The findings of the report are that there will be no impact in home values due to the adjacency of the solar farm as well as adjacent vacant residential or agricultural land. The solar farm is compatible with rural and residential transition areas.

4. Can adjacent areas be developed in compatibility with the proposed rezoning?
Per the Town requirements, adjacent areas to be developed would need to be zoned as I-H-C or R20-16-CD for use as a solar farm.
5. Will the proposed rezoning adversely affect traffic patterns and flow in adjacent areas?
Upon completion of construction, the effect of traffic would be minimal. Relatively less than a single family home.

Required Community Meeting

§152-329 of the UDO requires that the petitioner for a conditional zoning district hold a community meeting and provide the Land Use Administrator with a written report regarding the meeting. The report shall include a listing of those contacted about the meeting, the manner and date of contact, the date, time and location of the meeting, a roster of all in attendance at the meeting, a summary of issues discussed at the meeting, and a description of any changes to the rezoning petition made by the petitioner as a result of the meeting.

At the time of submittal of this staff report to the Town Clerk, the required community meeting report had not been received by staff.

Recommendations and Suggested Motions

During their November 17, 2016 meeting, the Planning Board made a unanimous recommendation for approval of Conditional Zoning CZ #16-06. Staff recommends that the Board of Commissioners consider this application, accept public comment during the scheduled public hearing, and take a vote regarding the proposal at their earliest convenience. The motions should proceed as follows (recommended conditions follow the motion format):

Motion 1: The Board of Commissioners:

- Issues approval with conditions as indicated below of Conditional Zoning CZ #16-06, **or**
- Issues denial of Conditional Zoning CZ #16-06.

Motion 2:

- Conditional Zoning CZ #16-06 is consistent with applicable plans of the Town of Aberdeen, **or**
- Conditional Zoning CZ #16-06 is not consistent with applicable plans of the Town of Aberdeen.

Indicate the applicable plan and briefly how the amendment is or is not consistent:
(Staff has determined the proposal to be inconsistent with the Future Land Use Map and partially consistent with citizen survey responses)

Motion 3:

- CZ #16-06 is reasonable and in the public interest, **or**
- CZ #16-06 is not reasonable and in the public interest.

Briefly explain why the amendment is or is not reasonable and in the public interest: *(Factors may include public health and safety, character of the area and relationship of uses, applicable plans, or balancing benefits and detriments. The Planning Board found the amendment to be reasonable and in the public interest based on specific statements made by the applicant during the meeting, including the relatively low profile of the proposed use, the existing woodland and wetland buffers, and the expected minimization of visual impacts as found in the Kirkland study.)*

Recommended Conditions

1. A Conditional Use Permit for a Community or Regional Utility Facility on the property shall be required for the uses specified by Conditional Zoning #16-06, at which time additional conditions may be attached at the discretion of the Town Board.
2. Following any subsequent conditional use permit approval by the Board of Commissioners, the applicant shall submit plans for an interdepartmental review to ensure compliance with UDO requirements, as well as any additional conditions attached to the conditional zoning and conditional use permit approvals.
3. Approval of Conditional Zoning #16-06 is contingent on approval by the entity responsible for reviewing proposals pursuant to NCGS 160A-364 regarding military notification. Any changes recommended as a result of this review will be required for the project approved by CZ #16-06 or the conditional zoning shall be considered null and void.
4. Staff is directed to enter Conditional Zoning District R20-16-CD for property identified by PID# 00046000 on the official zoning map and add a label for CZ#16-06 upon final approval.

Enclosures: Application with maps
Vicinity Zoning Map
Aerial Image
Green Growth Toolbox Assessment
Kirkland Appraisals Moore I Solar Impact Study



Town of Aberdeen

RECEIVED BY ZONING

OCT 12 2016

TOWN OF ABERDEEN

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

For office use only:

Application No. CZ#16-06

Date Received: 10/12/16

Amount Received: \$355.60

Conditional Zoning Application

(Required Fee = \$250 + \$20 per each acre over one)

APPLICANT INFORMATION:

Applicant: HCE Moore I, LLC Contact: charles.mcclure@holocene-energy.com

Applicant's Address 727 West Hargett St. Suite 201 Raleigh, NC 27603

Phone No. 919-827-0039 Cell No. _____ Email: ghorton@aberddeen-rockfish.com
charles.mcclure@holocene-energy.com

Location/Address: 305 Fayetteville St. Aberdeen, NC 28315

*Attach a Legal Description of the project area sufficient to locate the property on the ground

Property Owner (if different from Applicant): Garland Horton

Owner's Address PO Box 917 Aberdeen, NC 28315-0917 Phone No. _____

In addition to or as part of the materials submitted to satisfy the requirements of section 152-328, "Plans and Other Information to Accompany Petition," all applications for a PUD-R conditional zoning district shall be accompanied by a Land Use Plan prepared by a licensed engineer or a licensed architect. Refer to §152-163.15 and §152.328 for minimal requirements to be included in the Land Use Plan.

ZONING REQUEST:

A. Existing zoning: MULTI Requested Zoning: R20-16-CD

B. Existing land use on property: Vacant

C. Demonstrate that the proposed rezoning is consistent with the Town's Comprehensive Land Development Plan. More specifically:

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

The solar farm construction will be required to obtain a building permit from the Town and comply with local building codes, which are enforced by local building officials and plan reviewers. A fence will be installed around the facility to keep safe from site and a landscape buffer will be planted in addition to existing vegetation surrounding the site. There is no waste, water, or pollution generated by the site.

2. In what way is the property proposed for rezoning suited for the potential uses of the new district?

The current property is zoned multiple uses. (I-H-C) Industrial and (R20-16) Residential. The Conditional District requested of R20-16-CD allows use for a solar farm. The site and development will meet and exceed Town of Aberdeen requirements.

3. How will the proposed rezoning affect the value of nearby building?

Please see attached appraisal completed by Kirkland appraisals. The findings of the report are that there will be no impact in home values due to the adjacency of the solar farm as well as adjacent vacant residential or agricultural land. The solar farm is compatible with rural and residential transition areas.

4. Can adjacent areas be developed in compatibility with the proposed rezoning?

Per the Town requirements, adjacent areas to be developed would need to be zoned as I-H-C or R20-16-CD for use as a solar farm.

5. Will the proposed rezoning adversely affect traffic patterns and flow in adjacent areas?

Upon completion of construction, the affect of traffic would be minimal. Relatively less than a single family home.

6. Is the proposed rezoning in general conformity with the Town's Comprehensive Land Use Plan?

The applicant affirms the proposed rezoning will be in general conformity with the Town's Comprehensive Land Use plan.

NOTE: DEADLINE FOR SUBMITTAL IS ONE MONTH PRIOR TO THE APPLICABLE MEETING DATE OF THE PLANNING BOARD.

Acceptance of this application does not imply approval of this request.

Charles M. McClell, III

Applicant's Signature

9/29/16

Date

Gaebel Horta

Property Owner's Signature
(if different from Applicant)

10-3-2016

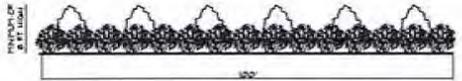
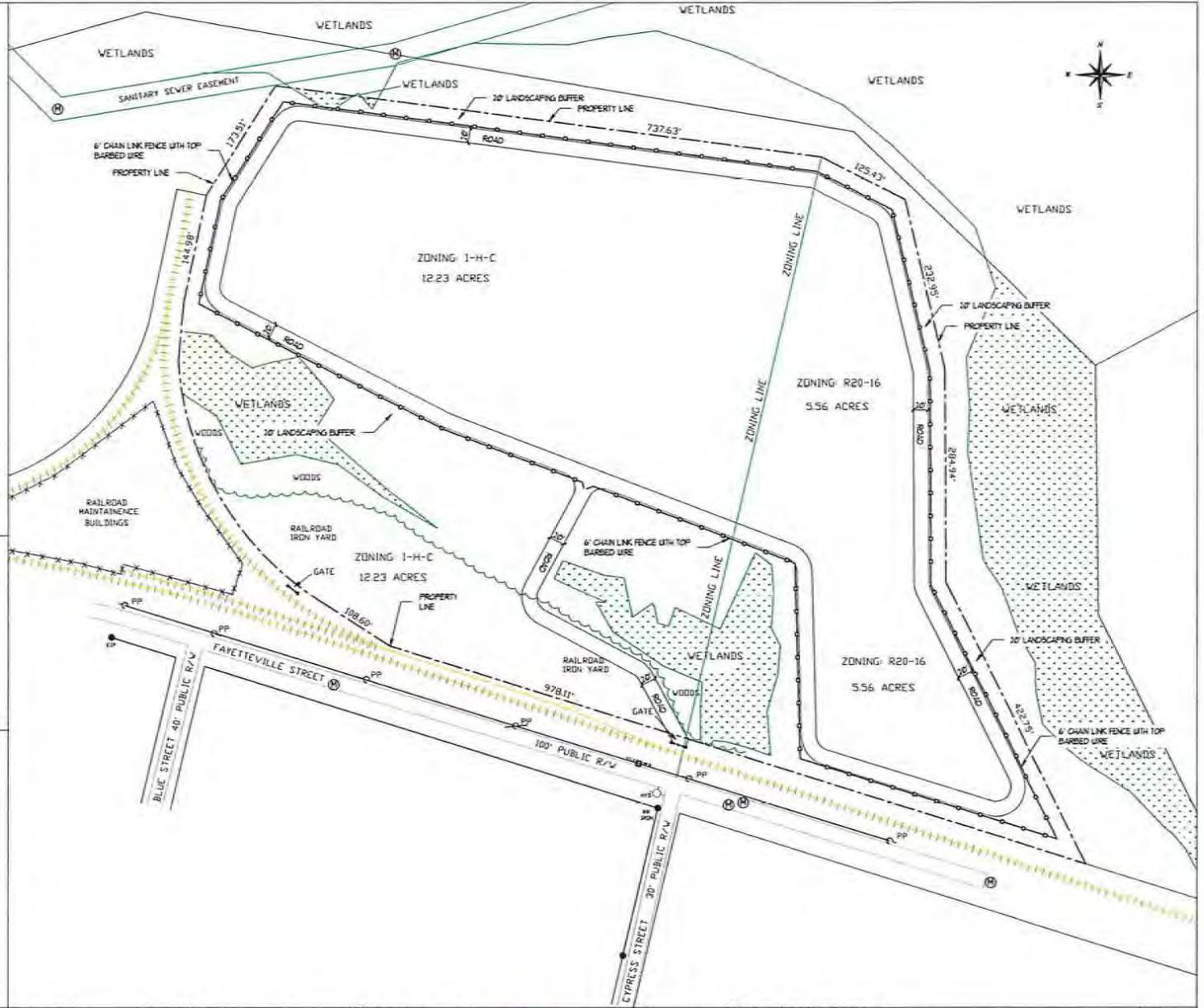
Date

200 MWac PV SYSTEM

PV Array:
 Module Type: 335Wp
 Number of PV Modules: 1,114
 Peak Power: 2,584,130 Wp DC
 Module Tilt: 25°
 Module Orientation: South (Az. 180°)
 Proposed Leased Area: 13 Acres

Project Owner:
 HCE Moore I, LLC
 727 West Hargett St, Suite 201, Raleigh NC, 27603

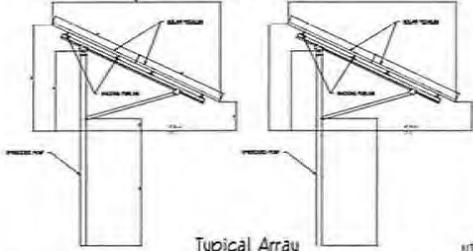
Site Location:
 35°2'1.72"N 79°25'21.01"W



PLANTING LAYOUT:
 EXISTING VEGETATION
 TO REMAIN

N15

25 DEGREES



Typical Array

N15

NOTE
 SITE DEVELOPMENT DRAWING
 PRELIMINARY - NOT FOR CONSTRUCTION
 SHEET SIZE AT FULL SCALE 24" x 36"

REV	DATE	REVISION DESCRIPTION	BY	CHK	APP	REV	DATE	REVISION DESCRIPTION	BY	CHK	APP
1	08/14/2024	ISSUE FOR PERMITTING	JL	DC	DC						
2	08/14/2024	REVISED PER PERMITTING	JL	DC	DC						

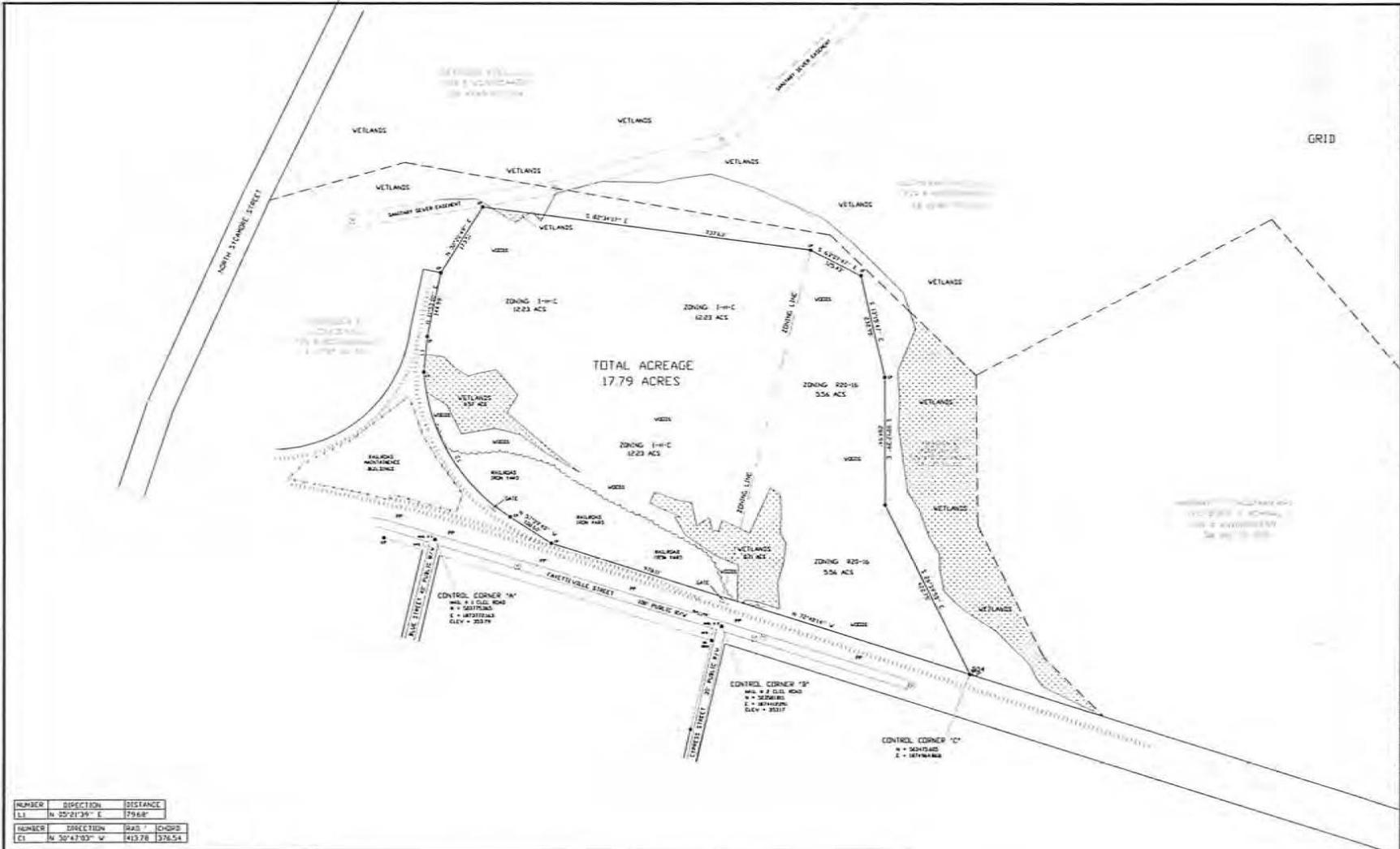


ESA MANAGEMENT SERVICES, PLLC
 4135 S. JAYHO PARKWAY, SUITE 1100
 SANFORD, FL 32771, USA
 407.268.6455 ext. | 800.755.0801 fax
 Lic: NCP P-1522

02 JL DC DC
 ENGINEER: DAVID K. CLOK
 NC LIC: 54871

PROJECT NAME:
 HCE Moore I, LLC
ADDRESS:
 308 FAYETTEVILLE STREET, ABERDEEN, NC, 28318
SHEET TITLE:
 SITE PLAN

SCALE: 1/20
 FORMAT: 24" x 36"
 DRAWING: G202
 DATE: 08/14/2024



REVISIONS	
Date	By

SURVEY FOR:
HCE MOORE I, LLC

CERTIFICATE # P-1004
LARRY K ALLEN
4469 PONDROSA ROAD
SANFORD, NC 27330

Design By: _____
 Drawn By: _____
 Check By: _____
 Date: _____
 Job No: _____
 Scale: _____
 Sheet: _____

NUMBER	DIRECTION	DISTANCE	
LL	N 25°21'35" E	796.8'	
NUMBER	DIRECTION	GRAD	CHORD
CL	N 32°47'02" W	413.78	376.54



SURVEY FOR:
HCE MOORE I, LLC

OWNER: SANDHILL	DATE: AUGUST 3, 2016	SEAL:
COUNTY: MOORE	SCALE: 1" = 100'	
STATE: NORTH CAROLINA	PN # 857000442007	

LEGEND: DATE: REVISIONS:

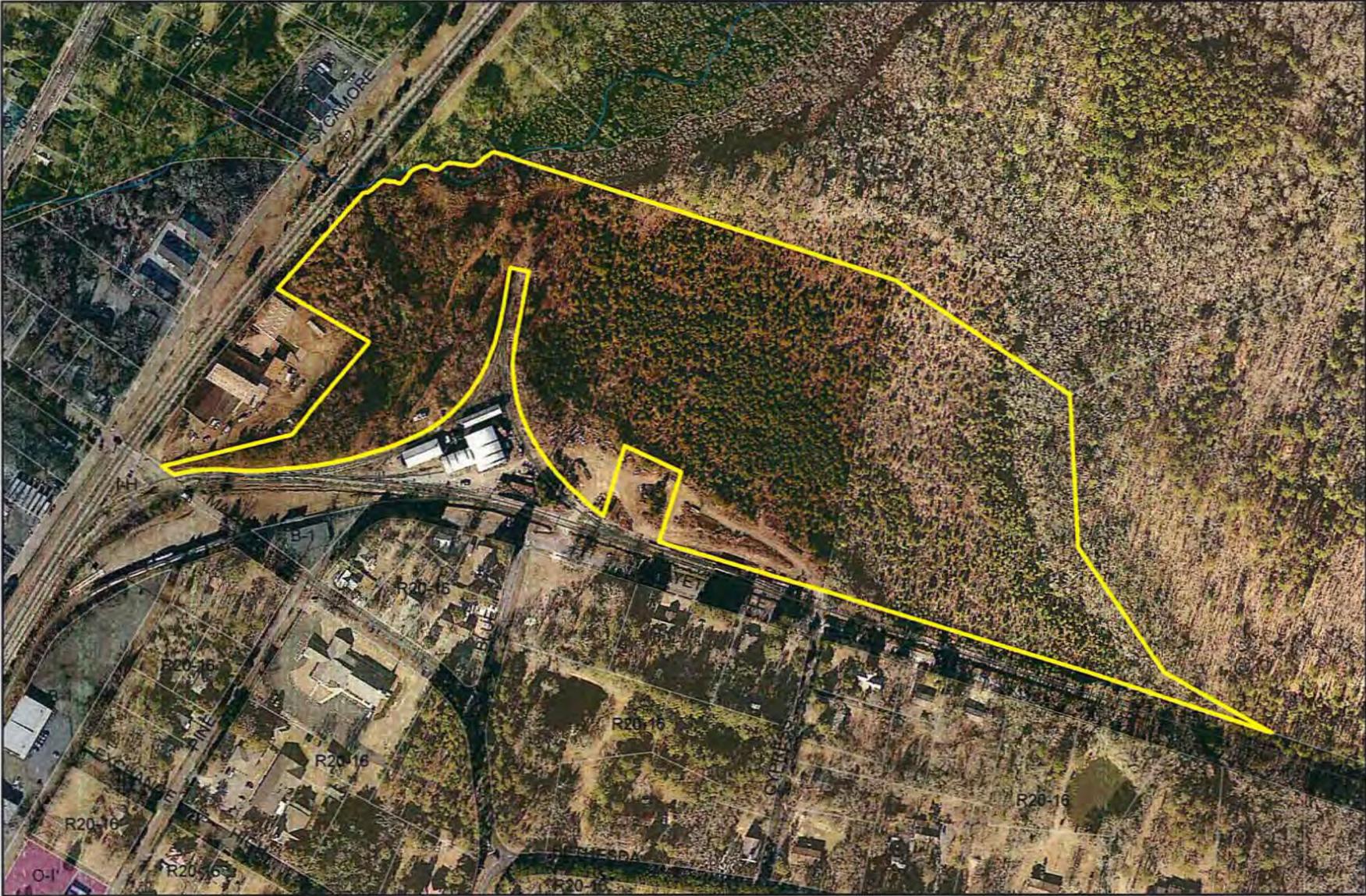
LARRY K ALLEN SURVEYING, PLLC	CERTIFICATE # P-1004
LARRY K ALLEN	919-731-6391
4469 PONDROSA ROAD	SANFORD, NC 27330

NOTES:

- BOUNDARY SHOWN IS TO BE USED AS A LEASED BOUNDARY AND IS LOCATED WITHIN THE LEGAL BOUNDARY OF ABERDEEN & ROCKFISH COMPANIES LEGAL BOUNDARY AS DESCRIBED IN DEED BOOK 297 PAGE 155.
- WETLANDS ARE DELINEATED AND LOCATED BY OTHERS.

Sheet: _____
 Seal: _____

**CZ-16-06, HCE Moore 1, Fayetteville St - PIN 857000442007,
5.56 ac. of area zoned R20-16 (see map furnished by applicant)**



Legend

- Parcel Boundaries
- Property Proposed for Conditional Use





**Conditional Use Permit CZ 16-06
Green Growth Toolbox Assessment**

2 Foot Contours



PFO1B Wetlands



Stream



Subject Property
(approx. area)





Kirkland Appraisals, LLC

Richard C. Kirkland, Jr., MAI
9408 Northfield Court
Raleigh, North Carolina 27603
Phone (919) 414-8142
rkirkland2@gmail.com
www.kirklandappraisals.com

January 21, 2016

Mr. Kyle Campbell
ESA Renewables, LLC
4150 St. Johns Parkway, Ste 1000
Sanford, Florida 32771

RE: Moore I Solar Impact Study

Dear Mr. Campbell:

At your request, I have considered the impact of a solar farm proposed to be constructed on a 25.1-acre tract located at 503 Fayetteville Street, Aberdeen, North Carolina. Specifically, I have been asked to give my professional opinion on whether the proposed solar farm will "maintain or enhance adjoining or contiguous property values" and whether "the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located."

To form an opinion on these issues, I have researched and visited existing and proposed solar farms in North Carolina, researched articles through the Appraisal Institute and other studies, and discussed the likely impact with other real estate professionals. I have not been asked to assign any value to any specific property.

This letter is a limited report of a real property appraisal consulting assignment and subject to the limiting conditions attached to this letter. My client is ESA Renewables, LLC, represented to me by Mr. Kyle Campbell. My findings support the Conditional Use Permit application. The effective date of this consultation is December 22, 2015. I note that I also provided an earlier version of this report on December 22, 2015 that came to the same conclusion.

Proposed Use Description

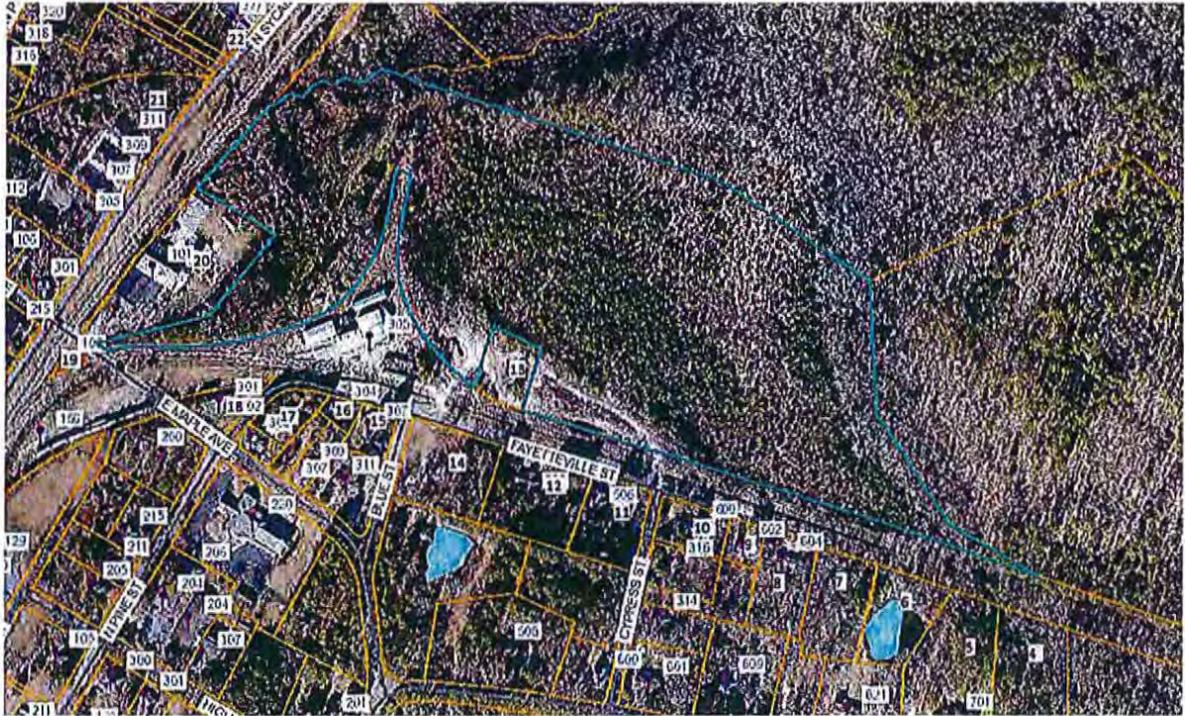
The proposed solar farm to be constructed on a 25.1-acre tract located at 503 Fayetteville Street, Aberdeen, North Carolina.

Adjoining land is a mix of agricultural and residential uses. Solar farms in North Carolina as shown later in this report are commonly located adjoining residential and agricultural uses and when located near industrial uses, they are often a buffer between the industrial and residential uses. The solar farm will consist of fixed solar panels that will generate no noise, no odor, and less traffic than a residential subdivision. The panels less than 12 feet in height and will be located behind a chain link fence.

I have considered adjoining uses and included a map to identify each parcel's location. The breakdown of those uses by acreage and number of parcels is summarized below.

Adjoining Use Breakdown

	Acreage	Parcels
Residential	19.45%	90.91%
Agricultural	80.55%	9.09%
Total	100.00%	100.00%

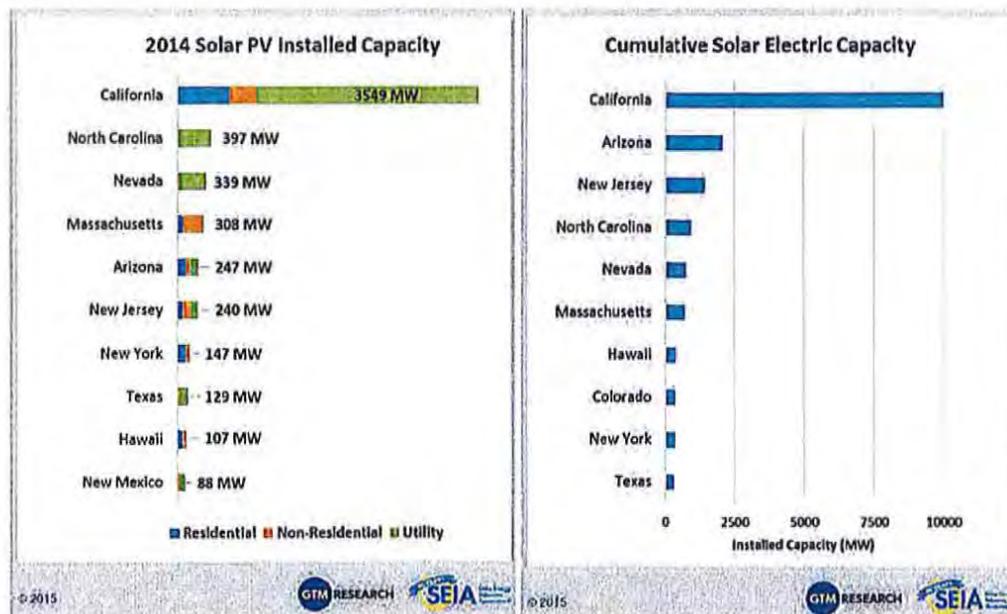
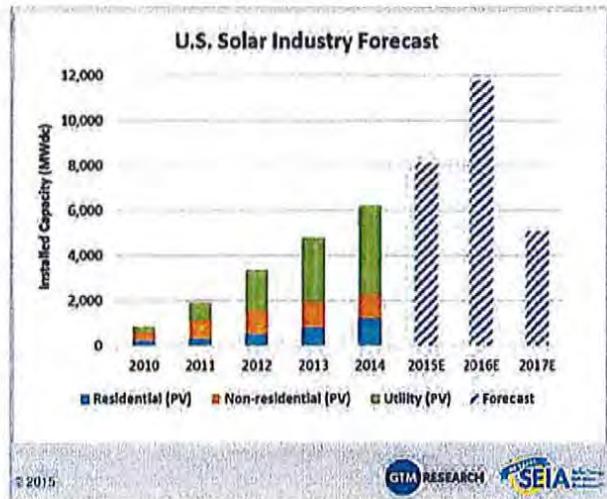


Surrounding Uses

#	MAP ID	Owner	GIS Data		% Adjoining		Distance in Feet:
			Acres	Present Us	Acres	Parcels	Home to Panels
1	48541	Davis	1.59	Residential	1.64%	4.55%	N/A
2	54112	Bethesda Iv	51.28	Agricultural	52.79%	4.55%	N/A
3	56682	Troutman	26.97	Agricultural	27.76%	4.55%	N/A
4	56566	Honeycutt	2.32	Residential	2.39%	4.55%	N/A
5	50704	Honeycutt	2.31	Residential	2.38%	4.55%	770
6	47744	Hodges	0.85	Residential	0.87%	4.55%	N/A
7	992191	N/A	0.89	Residential	0.92%	4.55%	N/A
8	56786	Goodwin	0.81	Residential	0.83%	4.55%	215
9	49859	Goodridge	0.24	Residential	0.25%	4.55%	220
10	50897	Innes	0.45	Residential	0.46%	4.55%	205
11	51712	Reid	0.73	Residential	0.75%	4.55%	270
12	53019	Hoke	1.16	Residential	1.19%	4.55%	305
13	45999	Aberdeen &	0.45	Residential	0.46%	4.55%	N/A
14	45998	Aberdeen &	1.06	Residential	1.09%	4.55%	N/A
15	57338	Brown	0.34	Residential	0.35%	4.55%	440
16	57255	Harris & Fn	0.14	Residential	0.14%	4.55%	420
17	53524	Bailey	0.34	Residential	0.35%	4.55%	590
18	54875	Goodwin	0.35	Residential	0.36%	4.55%	N/A
19	47502	Byrd	0.05	Residential	0.06%	4.55%	N/A
20	54768	Tillman & T	2.03	Residential	2.09%	4.55%	N/A
21	50844	Abextco	2.08	Residential	2.15%	4.55%	N/A
22	53951	Parker	0.70	Residential	0.72%	4.55%	N/A
Total			97.145		100.00%	100.00%	382

I. Overview of Solar Farms Development in North Carolina

Across the nation the number of solar installations has dramatically increased over the last few years as changes in technology and the economy made these solar farms more feasible. The charts below show how this market has grown and is expected to continue to grow from 2010 to 2017, the drop off in 2017 is expected due to the expiration of tax credits for solar installations. The U.S. Solar Market Insight Reports for 2010 and 2011 which is put out by the Solar Energy Industries Association note that 2010 was a “breakout” year for solar energy. The continued boom of solar power is shown in the steady growth. North Carolina was ranked as having the second most active photovoltaic installed capacity in 2014.



As shown in the charts above, North Carolina ranked second in installed solar energy in 2014. North Carolina ranked fifth in cumulative installed solar energy in the United States.

II. Market Analysis of the Impact on Value from Solar Farms

I have researched a number of solar farms in North Carolina to determine the impact of these facilities on the value of adjoining property. I have provided a breakdown of the adjoining uses to show what adjoining uses are typical for solar farms and what uses would likely be considered consistent with a solar farm use. This breakdown is included in the Harmony of Use section of this report.

I also conducted a series of matched pair analyses. A matched pair analysis considers two similar properties with only one difference of note to determine whether or not that difference has any impact on value. Within the appraisal profession, matched pair analysis is a well-recognized method of measuring impact on value. In this case, I have considered residential properties adjoining a solar farm versus similar residential properties that do not adjoin a solar farm. I have also considered matched pairs of vacant residential and agricultural land.

As outlined in the discussion of each matched pair, I concluded from the data and my analysis that there has been no impact on sale price for residential, agricultural, or vacant residential land that adjoins the existing solar farms included in my study.

1. Matched Pair – AM Best Solar Farm, Goldsboro, NC

This solar farm adjoins Spring Garden Subdivision which had new homes and lots available for new construction during the approval and construction of the solar farm. The recent home sales have ranged from \$200,000 to \$250,000. This subdivision sold out the last homes in late 2014. The solar farm is clearly visible particularly along the north end of this street where there is only a thin line of trees separating the solar farm from the single-family homes.

Homes backing up to the solar farm are selling at the same price for the same floor plan as the homes that do not back up to the solar farm in this subdivision. According to the builder, the solar farm has been a complete non-factor. Not only do the sales show no difference in the price paid for the various homes adjoining the solar farm versus not adjoining the solar farm, but there are actually more recent sales along the solar farm than not. There is no impact on the sellout rate, or time to sell for the homes adjoining the solar farm.

I spoke with a number of owners who adjoin the solar farm and none of them expressed any concern over the solar farm impacting their property value.

The data presented on the following page shows multiple homes that have sold in 2013 and 2014 adjoining the solar farm at prices similar to those not along the solar farm. These series of sales indicate that the solar farm has no impact on the adjoining residential use.

The homes that were marketed at Spring Garden are shown below.



Americana
SqFt: 3,194
Bed / Bath:
3 / 3.5

Price: \$237,900

[View Now »](#)



Washington
SqFt: 3,292
Bed / Bath:
4 / 3.5

Price: \$244,900

[View Now »](#)



Presidential
SqFt: 3,400
Bed / Bath:
5 / 3.5

Price: \$247,900

[View Now »](#)



Kennedy
SqFt: 3,494
Bed / Bath:
5 / 3

Price: \$249,900

[View Now »](#)



Virginia
SqFt: 3,449
Bed / Bath:
5 / 3

Price: \$259,900

[View Now »](#)

AM Best Solar Farm, Goldsboro, NC

Matched Pairs

As of Date: 9/3/2014

Adjoining Sales After Solar Farm Completed

TAX ID	Owner	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	Style
3600195570	Helm	0.76	Sep-13	\$250,000	2013	3,292	\$75.94	2 Story
3600195361	Leak	1.49	Sep-13	\$260,000	2013	3,652	\$71.19	2 Story
3600199891	McBrayer	2.24	Jul-14	\$250,000	2014	3,292	\$75.94	2 Story
3600198632	Foresman	1.13	Aug-14	\$253,000	2014	3,400	\$74.41	2 Story
3600196656	Hinson	0.75	Dec-13	\$255,000	2013	3,453	\$73.85	2 Story
	Average	1.27		\$253,600	2013.4	3,418	\$74.27	
	Median	1.13		\$253,000	2013	3,400	\$74.41	

Adjoining Sales After Solar Farm Announced

TAX ID	Owner	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	Style
0	Feddersen	1.56	Feb-13	\$247,000	2012	3,427	\$72.07	Ranch
0	Gentry	1.42	Apr-13	\$245,000	2013	3,400	\$72.06	2 Story
	Average	1.49		\$246,000	2012.5	3,414	\$72.07	
	Median	1.49		\$246,000	2012.5	3,414	\$72.07	

Adjoining Sales Before Solar Farm Announced

TAX ID	Owner	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	Style
3600183905	Carter	1.57	Dec-12	\$240,000	2012	3,347	\$71.71	1.5 Story
3600193097	Kelly	1.61	Sep-12	\$198,000	2012	2,532	\$78.20	2 Story
3600194189	Hadwan	1.55	Nov-12	\$240,000	2012	3,433	\$69.91	1.5 Story
	Average	1.59		\$219,000	2012	2,940	\$74.95	
	Median	1.59		\$219,000	2012	2,940	\$74.95	

Nearby Sales After Solar Farm Completed

TAX ID	Owner	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	Style
3600193710	Barnes	1.12	Oct-13	\$248,000	2013	3,400	\$72.94	2 Story
3601105180	Nackley	0.95	Dec-13	\$253,000	2013	3,400	\$74.41	2 Story
3600192528	Mattheis	1.12	Oct-13	\$238,000	2013	3,194	\$74.51	2 Story
3600198928	Beckman	0.93	Mar-14	\$250,000	2014	3,292	\$75.94	2 Story
3600196965	Hough	0.81	Jun-14	\$224,000	2014	2,434	\$92.03	2 Story
3600193914	Preskitt	0.67	Jun-14	\$242,000	2014	2,825	\$85.66	2 Story
3600194813	Bordner	0.91	Apr-14	\$258,000	2014	3,511	\$73.48	2 Story
3601104147	Shaffer	0.73	Apr-14	\$255,000	2014	3,453	\$73.85	2 Story
	Average	0.91		\$246,000	2013.625	3,189	\$77.85	
	Median	0.92		\$249,000	2014	3,346	\$74.46	

Nearby Sales Before Solar Farm Announced

TAX ID	Owner	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	Style
3600191437	Thomas	1.12	Sep-12	\$225,000	2012	3,276	\$68.68	2 Story
3600087968	Lilley	1.15	Jan-13	\$238,000	2012	3,421	\$69.57	1.5 Story
3600087654	Burke	1.26	Sep-12	\$240,000	2012	3,543	\$67.74	2 Story
3600088796	Hobbs	0.73	Sep-12	\$228,000	2012	3,254	\$70.07	2 Story
	Average	1.07		\$232,750	2012	3,374	\$69.01	
	Median	1.14		\$233,000	2012	3,349	\$69.13	

Matched Pair Summary

	Adjoins Solar Farm		Nearby Solar Farm	
	Average	Median	Average	Median
Sales Price	\$253,600	\$253,000	\$246,000	\$249,000
Year Built	2013	2013	2014	2014
Size	3,418	3,400	3,189	3,346
Price/SF	\$74.27	\$74.41	\$77.85	\$74.46
Percentage Differences				
Median Price		-2%		
Median Size		-2%		
Median Price/SF		0%		

In visiting this neighborhood again on September 23, 2015, I noted that 2308 Granville Drive is currently on the market with an asking price of \$275,000, which is \$15,000 higher than it was purchased for in September 2013 (Tax ID 3600195361, Owner: Leak). The property was listed for \$278,500 two months ago and the current asking price reflects the recent drop in asking price. While the property will likely close for less than this asking price, the neighborhood is clearly showing an expectation of strong appreciation for homes adjoining the solar farm.

The Median Price is the best indicator to follow in any analysis as it avoids outlying samples that would otherwise skew the results. The median sizes and median prices are all consistent throughout the sales both before and after the solar farm whether you look at sites adjoining or nearby to the solar farm. The average for the homes nearby the solar farm shows a smaller building size and a higher price per square foot. This reflects a common occurrence in real estate where the price per square foot goes up as the size goes down. This is similar to the discount you see in any market where there is a discount for buying larger volumes. So when you buy a 2 liter coke you pay less per ounce than if you buy a 16 oz. coke. So even comparing averages the indication is for no impact, but I rely on the median rates as the most reliable indication for any such analysis.

AM Best Solar Farm, Goldsboro, NC



View of home in Spring Garden with solar farm located through the trees and panels – photo taken on 9/23/15.



View from vacant lot at Spring Garden with solar farm panels visible through trees taken in the winter of 2014 prior to home construction. This is the same lot as the photo above.

2. Matched Pair – White Cross Solar Farm, Chapel Hill, NC

A new solar farm was built at 2159 White Cross Road in Chapel Hill, Orange County in 2013. After construction, the owner of the underlying land sold the balance of the tract not encumbered by the solar farm in July 2013 for \$265,000 for 47.20 acres, or \$5,606 per acre. This land adjoins the solar farm to the south and was clear cut of timber around 10 years ago. I compared this purchase to a nearby transfer of 59.09 acres of timber land just south along White Cross Road that sold in November 2010 for \$361,000, or \$6,109 per acre. After purchase, this land was divided into three mini farm tracts of 12 to 20 acres each. These rates are very similar and the difference in price per acre is attributed to the timber value and not any impact of the solar farm.

Type	TAX ID	Owner	Acres	Date	Price	\$/Acre	Notes	Conf By
Adjoins Solar	9748336770	Haggerty	47.20	Jul-13	\$265,000	\$5,614	Clear cut	Betty Cross, broker
Not Near Solar	9747184527	Purcell	59.09	Nov-10	\$361,000	\$6,109	Wooded	Dickie Andrews, broker

The difference in price is attributed to the trees on the older sale.

No impact noted for the adjacency to a solar farm according to the broker.

I looked at a number of other nearby land sales without proximity to a solar farm for this matched pair, but this land sale required the least allowance for differences in size, utility and location.

Matched Pair Summary

	Adjoins Solar Farm		Nearby Solar Farm	
	Average	Median	Average	Median
Sales Price	\$5,614	\$5,614	\$6,109	\$6,109
Adjustment for Timber	\$500	\$500		
Adjusted	\$6,114	\$6,114	\$6,109	\$6,109
Tract Size	47.20	47.20	59.09	59.09

Percentage Differences

Median Price Per Acre	0%
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This matched pair again supports the conclusion that adjacency to a solar farm has no impact on adjoining residential/agricultural land.

3. Matched Pair – Wagstaff Farm, Roxboro, NC

This solar farm is located at the northeast corner of a 594-acre farm with approximately 30 acres of solar farm area. This solar farm was approved and constructed in 2013.

After approval, 18.82 acres were sold out of the parent tract to an adjoining owner to the south. This sale was at a similar price to nearby land to the east that sold in the same time frame for the same price per acre as shown below.

Type	TAX ID	Owner	Acres	Present Use	Date Sold	Price	\$/AC
Adjoins Solar	0918-17-11-7960	Piedmont	18.82	Agricultural	8/19/2013	\$164,000	\$8,714
Not Near Solar	0918-00-75-9812 et al	Blackwell	14.88	Agricultural	12/27/2013	\$130,000	\$8,739



Adjoining Use Breakdown

	Acreage	Parcels
Commercial	3.40%	0.034
Residential	12.84%	79.31%
Agri/Res	10.39%	3.45%
Agricultural	73.37%	13.79%
Total	100.00%	100.00%

From the above map, I identified four recent sales of homes that occurred adjoining the solar farm both before and after the announcement of the solar farm. I have adjusted each of these for differences in size and age in order to compare these sales among themselves. As shown below after adjustment, the median value is \$130,776 and the sales prices are consistent with one outlier which is also the least comparable home considered. The close grouping and the similar price per point overall as well as the similar price per square foot both before and after the solar farm.

Matched Pairs										
#	TAX ID	Owner	Date Sold	Sales Price	Acres	Built	GBA	\$/GBA	Style	Parking
68.7	0900 A 011.00	Henson	Jul-14	\$130,000	2.65	2007	1,511	\$86.04	1 Story	2 Garage
12	0900 A 003.00	Amerson	Aug-12	\$130,000	1.20	2011	1,586	\$81.97	1 Story	2 Garage
15	099C A 003.00	Smallwood	May-12	\$149,900	1.00	2002	1,596	\$93.92	1 Story	4 Garage
16	099C A 002.00	Hessing	Jun-15	\$130,000	1.00	1999	1,782	\$72.95	1 Story	2 Garage
		Average		\$134,975	1.46	2005	1,619	\$83.72		
		Median		\$130,000	1.10	2005	1,591	\$84.00		
Adjustments*										
#	TAX ID	Owner	Date Sold	Sales Price	Acres	Built	GBA	Style	Parking	Total
68.7	0900 A 011.00	Henson	Jul-14	\$130,000	-\$7,500	\$2,600	\$6,453	\$0	\$0	\$131,553
12	0900 A 003.00	Amerson	Aug-12	\$130,000	\$0	\$0	\$0	\$0	\$0	\$130,000
15	099C A 003.00	Smallwood	May-12	\$149,900	\$0	\$6,746	-\$939	\$0	-\$15,000	\$140,706
16	099C A 002.00	Hessing	Jun-15	\$130,000	\$0	\$7,800	-\$14,299	\$0	\$0	\$123,501
		Average		\$134,975	-\$1,875	\$4,286	-\$2,196	\$0	-\$3,750	\$131,440
		Median		\$130,000	\$0	\$4,673	-\$470	\$0	\$0	\$130,776

* I adjusted all of the comparables to a base line 2011 Year Built and 1,586 s.f. based on Lot 12

I also considered a number of similar home sales nearby that were both before and after the solar farm was announced as shown below. These homes are generally newer in construction and include a number of larger homes but show a very similar price point per square foot.

Nearby Sales Before Solar Farm Announced

TAX ID	Owner	Date Sold	Sales Price	Acres	Built	GBA	\$/GBA	Style	Parking
099B A 019	Durrance	Sep-12	\$165,000	1.00	2012	2,079	\$79.37	1 Story	2 Garage
099B A 021	Berryman	Apr-12	\$212,000	2.73	2007	2,045	\$103.67	1 Story	2 Garage
0900 A 060	Nichols	Feb-13	\$165,000	1.03	2012	1,966	\$83.93	1 Story	2 Garage
	Average		\$180,667	1.59	2010	2,030	\$88.99		
	Median		\$165,000	1.03	2012	2,045	\$83.93		

Nearby Sales After Solar Farm Announced

TAX ID	Owner	Date Sold	Sales Price	Acres	Built	GBA	\$/GBA	Style	Parking
090N A 040	Carrithers	Mar-15	\$120,000	1.00	2010	1,626	\$73.80	1 Story	2 Garage
099C A 043	Cherry	Feb-15	\$148,900	2.34	2008	1,585	\$93.94	1 Story	2 Garage
	Average		\$134,450	1.67	2009	1,606	\$83.87		
	Median		\$134,450	1.67	2009	1,606	\$83.87		

I then adjusted these nearby sales using the same criteria as the adjoining sales to derive the following breakdown of adjusted values based on a 2011 year built 1,586 square foot home. The adjusted values are consistent with a median rate of \$128,665, which is actually lower than the values for the homes that back up to the solar farm.

Nearby Sales Adjusted			Adjustments*						
TAX ID	Owner	Date Sold	Sales Price	Acres	Built	GBA	Style	Parking	Total
099B A 019	Durrance	Sep-12	\$165,000	\$0	-\$825	-\$39,127	\$0	\$0	\$125,048
099B A 021	Berryman	Apr-12	\$212,000	-\$7,500	\$4,240	-\$47,583	\$0	\$0	\$161,157
0900 A 060	Nichols	Feb-13	\$165,000	\$0	-\$825	-\$31,892	\$0	\$0	\$132,283
090N A 040	Carrithers	Mar-15	\$120,000	\$0	\$600	-\$2,952	\$0	\$0	\$117,648
099C A 043	Cherry	Feb-15	\$148,900	-\$7,500	\$2,234	\$94	\$0	\$0	\$143,727
	Average		\$165,500	-\$1,875	\$798	-\$30,389	\$0	\$0	\$134,034
	Median		\$165,000	\$0	-\$113	-\$35,510	\$0	\$0	\$128,665

* | adjusted all of the comparables to a base line 2011 Year Built and 1,586 s.f. based on Lot 12

If you consider just the 2015 nearby sales, the range is \$117,648 to \$143,727 with a median of \$130,688. If you consider the recent adjoining sales the range is \$123,501 to \$131,553 with a median of \$127,527.

This difference is less than 3% in the median and well below the standard deviation in the sales. The entire range of the adjoining sales prices is overlapped by the range from the nearby sales. These are consistent data sets and summarized below.

Matched Pair Summary

	Adjoins Solar Farm		Nearby After Solar Farm	
	Average	Median	Average	Median
Sales Price	\$134,975	\$130,000	\$134,450	\$134,450
Year Built	2005	2005	2009	2009
Size	1,619	1,591	1,606	1,606
Price/SF	\$83.72	\$84.00	\$83.87	\$83.87

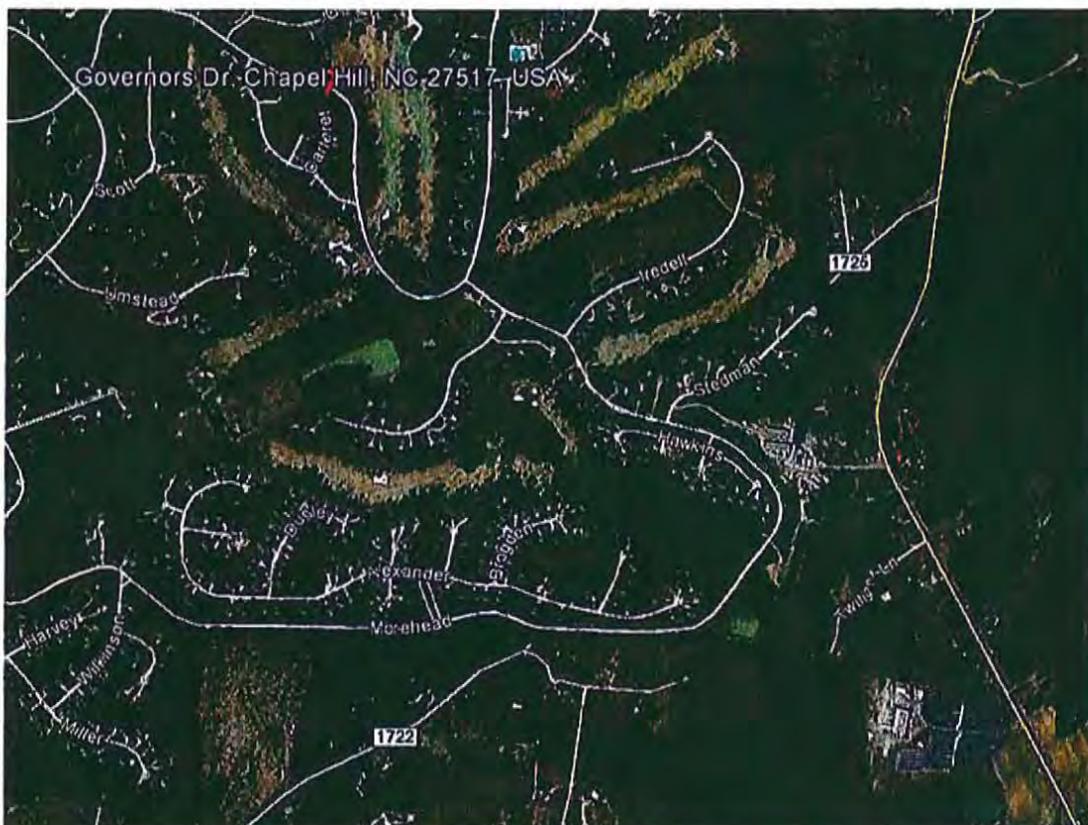
Percentage Differences

Median Price	3%
Median Size	1%
Median Price/SF	0%

Based on the data presented above, I find that the price per square foot for finished homes are not being impacted negatively by the presence of the solar farm. The difference in pricing in homes in the neighborhood is accounted for by differences in size, building age, and lot size. The median price for a home after those factors are adjusted for are consistent throughout this subdivision and show no impact due to the proximity of the solar farm. This is consistent with the comments from the broker I spoke with for this subdivision as well.

III. Harmony of Use/Compatibility

I have visited over 130 solar farms and sites on which solar farms are proposed or built in North Carolina to determine what uses are compatible with a solar farm. The data I have collected and provide in this report strongly supports the compatibility of solar farms with adjoining agricultural and residential uses. While I have focused on adjoining uses, I note that there are many examples of solar farms being located within a quarter mile of residential developments, including such notable developments as Governor's Club in Chapel Hill, which has a solar farm within a quarter mile as you can see on the following aerial map. Governor's Club is a gated golf community with homes selling for \$300,000 to over \$2 million.



The subdivisions included in the matched pair analysis also show an acceptance of residential uses adjoining solar farms as a harmonious use.

Beyond these anecdotal references, I have quantified the adjoining uses for a number of solar farm comparables to derive a breakdown of the adjoining uses for each solar farm. The chart below shows the breakdown of adjoining uses by total acreage. The first 33 of the 130 solar farms that I have tracked are shown on the following pages. These findings are very representative of the findings found across all of the solar farms that I have looked at.

Percentage By Adjoining Acreage								All Res	All Comm	
	Res	Ag	Res/AG	Park	Sub	Comm	Ind	Uses	Uses	
1	Goldsboro	35%	23%	0%	0%	3%	2%	37%	61%	39%
2	Willow Springs	8%	26%	66%	0%	0%	0%	0%	100%	0%
3	Kings Mtn	3%	12%	4%	0%	0%	0%	82%	18%	82%
4	White Cross	5%	51%	44%	0%	0%	0%	0%	100%	0%
5	Two Lines	3%	87%	8%	0%	3%	0%	0%	100%	0%
6	Strata	0%	0%	0%	100%	0%	0%	0%	100%	0%
7	Avery	13%	40%	47%	0%	0%	0%	0%	100%	0%
8	Mayberry	24%	51%	0%	0%	0%	4%	20%	76%	24%
9	Progress I	0%	45%	4%	0%	0%	0%	50%	50%	50%
10	Progress II	1%	99%	0%	0%	0%	0%	0%	100%	0%
11	Sandy Cross	0%	0%	100%	0%	0%	0%	0%	100%	0%
12	Baldenboro	18%	59%	22%	0%	0%	0%	0%	100%	0%
13	Dement	33%	40%	27%	0%	0%	0%	0%	100%	0%
14	Vale Farm	1%	13%	86%	0%	0%	0%	0%	100%	0%
15	Eastover	0%	0%	0%	0%	0%	0%	0%	0%	0%
16	Wagstaff	7%	89%	4%	0%	0%	0%	0%	100%	0%
17	Roxboro	1%	93%	5%	0%	0%	0%	1%	99%	1%
18	McCallum	5%	93%	1%	0%	0%	0%	0%	100%	0%
19	Vickers	21%	58%	13%	0%	0%	2%	6%	92%	8%
20	Stout	52%	38%	0%	0%	0%	0%	10%	90%	10%
21	Mile	0%	36%	45%	0%	0%	0%	18%	82%	18%
22	Sun Fish	19%	57%	23%	0%	0%	0%	0%	100%	0%
23	Freemont	0%	100%	0%	0%	0%	0%	0%	100%	0%
24	Yadkin 601	4%	45%	51%	0%	0%	0%	0%	100%	0%
25	Battleboro	2%	75%	23%	0%	0%	0%	0%	100%	0%
26	Greenville 2	1%	98%	0%	0%	1%	0%	0%	100%	0%
27	Parmele Farm	2%	86%	12%	0%	0%	0%	0%	100%	0%
28	Erwin	63%	9%	0%	0%	22%	2%	3%	94%	6%
29	Star Solar	6%	94%	0%	0%	0%	0%	0%	100%	0%
30	Morgans Corner N	29%	70%	0%	0%	1%	0%	0%	100%	0%
31	Morgans Corner S	16%	84%	0%	0%	0%	0%	0%	100%	0%
32	Whitakers	2%	94%	4%	0%	0%	0%	0%	100%	0%
33	Binks	15%	78%	6%	0%	0%	0%	0%	100%	0%
Average		12%	56%	18%	3%	1%	0%	7%	90%	7%
Median		5%	57%	4%	0%	0%	0%	0%	100%	0%
High		63%	100%	100%	100%	22%	4%	82%	100%	82%
Low		0%	0%	0%	0%	0%	0%	0%	0%	0%

Res = Residential, Ag = Agriculture, Sub = Substation, Com = Commercial, Ind = Industrial.

I have also included a breakdown of each solar farm by number of adjoining parcels rather than acreage. Using both factors provides a more complete picture of the neighboring properties.

Percentage By Number of Parcels Adjoining								All Res	All Comm	
	Res	Ag	Res/AG	Park	Sub	Comm	Ind	Uses	Uses	
1	Goldsboro	47%	3%	0%	0%	3%	3%	43%	53%	47%
2	Willow Springs	42%	37%	21%	0%	0%	0%	0%	100%	0%
3	Kings Mtn	40%	30%	10%	0%	0%	0%	20%	80%	20%
4	White Cross	33%	20%	40%	0%	7%	0%	0%	100%	0%
5	Two Lines	38%	46%	8%	0%	8%	0%	0%	100%	0%
6	Strata	71%	0%	14%	14%	0%	0%	0%	100%	0%
7	Avery	50%	38%	13%	0%	0%	0%	0%	100%	0%
8	Mayberry	42%	8%	0%	0%	0%	25%	25%	50%	50%
9	Progress I	0%	50%	25%	0%	0%	0%	25%	75%	25%
10	Progress II	20%	80%	0%	0%	0%	0%	0%	100%	0%
11	Sandy Cross	17%	0%	83%	0%	0%	0%	0%	100%	0%
12	Bladenboro	62%	28%	7%	0%	3%	0%	0%	100%	0%
13	Dement	83%	6%	11%	0%	0%	0%	0%	100%	0%
14	Vale Farm	10%	20%	70%	0%	0%	0%	0%	100%	0%
15	Eastover	0%	0%	0%	0%	0%	0%	0%	0%	0%
16	Wagstaff	65%	30%	3%	0%	0%	0%	3%	98%	3%
17	Roxboro	33%	50%	8%	0%	0%	0%	8%	92%	8%
18	McCallum	77%	15%	4%	0%	0%	0%	4%	96%	4%
19	Vickers	47%	32%	5%	0%	0%	5%	11%	84%	16%
20	Stout	78%	6%	0%	0%	0%	0%	17%	83%	17%
21	Mile	0%	36%	45%	0%	0%	0%	18%	82%	18%
22	Sun Fish	78%	4%	17%	0%	0%	0%	0%	100%	0%
23	Freemont	14%	86%	0%	0%	0%	0%	0%	100%	0%
24	Yadkin 601	44%	28%	28%	0%	0%	0%	0%	100%	0%
25	Battleboro	53%	33%	7%	0%	7%	0%	0%	100%	0%
26	Greenville 2	38%	50%	0%	0%	13%	0%	0%	100%	0%
27	Parmele Farm	21%	68%	5%	0%	5%	0%	0%	100%	0%
28	Erwin	67%	5%	0%	0%	5%	19%	5%	76%	24%
29	Star Solar	38%	63%	0%	0%	0%	0%	0%	100%	0%
30	Morgans Corner N	71%	19%	0%	0%	5%	0%	5%	95%	5%
31	Morgans Corner S	69%	31%	0%	0%	0%	0%	0%	100%	0%
32	Whitakers	71%	24%	6%	0%	0%	0%	0%	100%	0%
33	Binks	90%	5%	5%	0%	0%	0%	0%	100%	0%
Average										
Median										
High										
Low										

Res = Residential, Ag = Agriculture, Sub = Substation, Com = Commercial, Ind = Industrial.

Both of the above charts show a marked residential and agricultural adjoining use for most solar farms. Every single solar farm considered included an adjoining residential use except for Progress I, which included an adjoining residential/agricultural use. These comparable solar farms clearly support a compatibility with adjoining residential uses along with agricultural uses.

IV. Specific Factors on Harmony of Use

I have completed a number of Impact Studies related to a variety of uses and I have found that the most common areas for impact on adjoining values typically follow the following hierarchy with descending levels of potential impact. I will discuss each of these categories and how they relate to a solar farm.

1. Hazardous material
2. Odor
3. Noise
4. Traffic
5. Stigma
6. Appearance

1. Hazardous material

The solar farm presents no potential hazardous waste byproduct as part of normal operation. Any fertilizer, weed control, vehicular traffic, or construction will be significantly less than typically applied in a residential development or even most agricultural uses.

The various solar farms that I have inspected and identified in the addenda have no known pending environmental impacts associated with the development and operation.

2. Odor

The various solar farms that I have inspected produced no noticeable odor.

3. Noise

These are passive solar panels with no associated noise beyond a barely audible sound during daylight hours. The transformer reportedly has a hum similar to a fluorescent light in an office building that can only be heard in close proximity to this transformer and the buffers on the property are sufficient to make emitted sounds inaudible from the adjoining properties. No sound is emitted from the facility at night.

The various solar farms that I have inspected were inaudible from the roadways. I heard nothing on any of these sites associated with the solar farm.

4. Traffic

The solar farm will have no onsite employee's or staff. The site requires only minimal maintenance. Relative to other potential uses of the site (such as a residential subdivision), the additional traffic generated by a solar farm use on this site is insignificant.

5. Stigma

There is no stigma associated with solar farms and solar farms and people generally respond favorably towards such a use. While an individual may express concerns about proximity to a solar farm, there is no specific stigma associated with a solar farm. Stigma generally refers to things such as adult establishments, prisons, rehabilitation facilities, and so forth.

Solar panels have no associated stigma and in smaller collections are found in yards and roofs in many residential communities. Solar panels on a roof are often cited as an enhancement to the property in marketing brochures.

I see no basis for an impact from stigma due to a solar farm.

6. Appearance

Larger solar farms using fixed panels are a passive use of the land that is considered in keeping with a rural/residential area. As shown below, solar farms are comparable to larger greenhouses. This is not surprising given that a greenhouse is essentially another method for collecting passive solar energy. The greenhouse use is well received in residential/rural areas and has a similar visual impact as a solar farm.



The fixed solar panels are all less than 12 feet high, which means that the visual impact of the solar panels will be similar in height to a typical greenhouse and lower than a single story residential dwelling. Were the subject property developed with single family housing, it would have a much greater visual impact on the surrounding area given that a two-story home with attic could be three to four times as high as these proposed panels. The panels will be located behind a chain link fence.

7. Conclusion

On the basis of the factors described above, it is my professional opinion that the proposed solar farm will be in harmony with the area in which it is to be developed. The breakdown of adjoining uses is similar to the other solar farms tracked.

V. Market Commentary

I have surveyed a number of builders, developers and investors regarding solar farms over the last year. I have received favorable feedback from a variety of sources; below are excerpts from my conversations with different clients or other real estate professionals.

I spoke with Betty Cross with Keller Williams Realty in Chapel Hill, who sold the tract of land adjoining the White Cross Road solar farm. She indicated that the solar farm was not considered a negative factor in marketing the property and that it had no impact on the final price paid for the land.

I spoke with Lynn Hayes a broker with Berkshire Hathaway who sold a home at the entrance to Pickards Mountain where the home exits onto the Pickard Mountain Eco Institute's small solar farm. This property is located in rural Orange County west of Chapel Hill. This home closed in January 2014 for \$735,000. According to Ms. Hayes the buyer was excited to be living near the Eco Institute and considered the solar farm to be a positive sign for the area. There are currently a number of 10 acre plus lots in Pickards Meadow behind this house with lots on the market for \$200,000 to \$250,000.

A new solar farm was built on Zion Church Road, Hickory at the Two Lines Solar Farm on the Punch property. After construction of the solar farm in 2013, an adjoining tract of land with 88.18 acres sold for \$250,000, or \$2,835 per acre. This was a highly irregular tract of land with significant tree cover between it and the solar farm. I have compared this to a current listing of 20.39 acres of land that is located southeast just a little ways from this solar farm. This land is on the market for \$69,000, or \$3,428 per acre. Generally, a smaller tract of land would be listed for more per acre. Considering a size adjustment of 5% per doubling in size, and a 10% discount for the likely drop in the closed price off of the asking price, I derive an indicated value per acre of the smaller tract of \$2,777 per acre. This is very similar to the recently closed sale adjoining the solar farm, which further supports the matched pair analysis earlier in this report.

Rex Vick with Windjam Developers has a subdivision in Chatham County off Mt. Gilead Church Road known as The Hamptons. Home prices in The Hamptons start at \$600,000 with homes over \$1,000,000. Mr. Vick expressed interest in the possibility of including a solar farm section to the development as a possible additional marketing tool for the project.

Mr. Eddie Bacon, out of Apex North Carolina, has inherited a sizeable amount of family and agricultural land, and he has expressed interest in using a solar farm as a method of preserving the land for his children and grandchildren while still deriving a useful income from the property. He believes that solar panels would not in any way diminish the value for this adjoining land.

I spoke with Carolyn Craig, a Realtor in Kinston, North Carolina who is familiar with the Strata Solar Farms in the area. She noted that a solar farm in the area would be positive: "A solar farm is color coordinated and looks nice." "A solar farm is better than a turkey farm," which is allowed in that area. She would not expect a solar farm will have any impact on adjoining home prices in the area.

Mr. Michael Edwards, a broker and developer in Raleigh, indicated that a passive solar farm would be a great enhancement to adjoining property: "You never know what might be put on that land next door. There is no noise with a solar farm like there is with a new subdivision."

These are just excerpts I've noted in my conversations with different clients or other real estate participants that provided other thoughts on the subject that seemed applicable.

VI. Conclusion

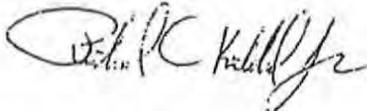
The matched pair analysis shows no impact in home values due to the adjacency to the solar farm as well as no impact to adjacent vacant residential or agricultural land. The criteria for making downward adjustments on property values such as appearance, noise, odor, and traffic all indicate that a solar farm is a compatible use for rural/residential transition areas.

Similar solar farms have been approved adjoining agricultural uses, schools and residential developments. Industrial uses rarely absorb negative impacts from adjoining uses. The adjoining residential uses to other solar farms have included single family homes up to \$260,000 on lots as small as 0.74 acres. The solar farm at the Pickards Mountain Eco Institute adjoins a home that sold in January 2014 for \$735,000 and in proximity to lots being sold for \$200,000 to \$250,000 for homes over a million dollars.

Based on the data and analysis in this report, it is my professional opinion that the solar farm proposed at the subject property will not substantially injure the value of adjoining or abutting property and that the proposed use is in harmony with the area in which it is located.

If you have any further questions please call me any time.

Sincerely,



Richard C. Kirkland, Jr., MAI
State Certified General Appraiser



Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

- ❖ The basic limitation of this and any appraisal is that the appraisal is an opinion of value, and is, therefore, not a guarantee that the property would sell at exactly the appraised value. The market price may differ from the market value, depending upon the motivation and knowledge of the buyer and/or seller, and may, therefore, be higher or lower than the market value. The market value, as defined herein, is an opinion of the probable price that is obtainable in a market free of abnormal influences.
- ❖ I do not assume any responsibility for the legal description provided or for matters pertaining to legal or title considerations. I assume that the title to the property is good and marketable unless otherwise stated.
- ❖ I am appraising the property as though free and clear of any and all liens or encumbrances unless otherwise stated.
- ❖ I assume that the property is under responsible ownership and competent property management.
- ❖ I believe the information furnished by others is reliable, but I give no warranty for its accuracy.
- ❖ I have made no survey or engineering study of the property and assume no responsibility for such matters. All engineering studies prepared by others are assumed to be correct. The plot plans, surveys, sketches and any other illustrative material in this report are included only to help the reader visualize the property. The illustrative material should not be considered to be scaled accurately for size.
- ❖ I assume that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. I take no responsibility for such conditions or for obtaining the engineering studies that may be required to discover them.
- ❖ I assume that the property is in full compliance with all applicable federal, state, and local laws, including environmental regulations, unless the lack of compliance is stated, described, and considered in this appraisal report.
- ❖ I assume that the property conforms to all applicable zoning and use regulations and restrictions unless nonconformity has been identified, described and considered in this appraisal report.
- ❖ I assume that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
- ❖ I assume that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in this report.
- ❖ I am not qualified to detect the presence of floodplain or wetlands. Any information presented in this report related to these characteristics is for this analysis only. The presence of floodplain or wetlands may affect the value of the property. If the presence of floodplain or wetlands is suspected the property owner would be advised to seek professional engineering assistance.
- ❖ For this appraisal, I assume that no hazardous substances or conditions are present in or on the property. Such substances or conditions could include but are not limited to asbestos, urea-formaldehyde foam insulation, polychlorinated biphenyls (PCBs), petroleum leakage or underground storage tanks, electromagnetic fields, or agricultural chemicals. I have no knowledge of any such materials or conditions unless otherwise stated. I make no claim of technical knowledge with regard to testing for or identifying such hazardous materials or conditions. The presence of such materials, substances or conditions could affect the value of the property. However, the values estimated in this report are predicated on the assumption that there are no such materials or conditions in, on or in close enough proximity to the property to cause a loss in value. The client is urged to retain an expert in this field, if desired.
- ❖ Unless otherwise stated in this report the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the

Americans with Disabilities Act (effective 1/26/92). The presence of architectural and/or communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

- ❖ Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- ❖ Possession of this report, or a copy thereof, does not carry with it the right of publication.
- ❖ I have no obligation, by reason of this appraisal, to give further consultation or testimony or to be in attendance in court with reference to the property in question unless further arrangements have been made regarding compensation to Kirkland Appraisals, LLC.
- ❖ Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of Kirkland Appraisals, LLC, and then only with proper qualifications.
- ❖ Any value estimates provided in this report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division of interests has been set forth in the report.
- ❖ Any income and expenses estimated in this report are for the purposes of this analysis only and should not be considered predictions of future operating results.
- ❖ This report is not intended to include an estimate of any personal property contained in or on the property, unless otherwise stated.
- ❖ This report is subject to the Code of Professional Ethics of the Appraisal Institute and complies with the requirements of the State of North Carolina for State Certified General Appraisers. This report is subject to the certification, definitions, and assumptions and limiting conditions set forth herein.
- ❖ The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).
- ❖ This is a Real Property Appraisal Consulting Assignment.

Certification – Richard C. Kirkland, Jr., MAI

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct;
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved;
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results;
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal;
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
8. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
10. I have not made a personal inspection of the property that is the subject of this report, and;
11. No one provided significant real property appraisal assistance to the person signing this certification.
12. As of the date of this report I have completed the requirements of the continuing education program of the Appraisal Institute;
13. I have not appraised this property within the last three years.

Disclosure of the contents of this appraisal report is governed by the bylaws and regulations of the Appraisal Institute and the National Association of Realtors.

Neither all nor any part of the contents of this appraisal report shall be disseminated to the public through advertising media, public relations media, news media, or any other public means of communications without the prior written consent and approval of the undersigned.



Richard C. Kirkland, Jr., MAI
State Certified General Appraiser





Kirkland Appraisals, LLC

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Raleigh, North Carolina 27603
Mobile (919) 414-8142
rkirkland2@gmail.com
www.kirklandappraisals.com

PROFESSIONAL EXPERIENCE

Kirkland Appraisals, LLC , Raleigh, N.C. Commercial appraiser	2003 – Present
Hester & Company , Raleigh, N.C. Commercial appraiser	1996 – 2003

PROFESSIONAL AFFILIATIONS

MAI (Member, Appraisal Institute) designation #11796	2001
NC State Certified General Appraiser # A4359	1999
VA State Certified General Appraiser # 4001017291	
OR State Certified General Appraiser # C001204	

EDUCATION

Bachelor of Arts in English , University of North Carolina, Chapel Hill	1993
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CONTINUING EDUCATION

Forecasting Revenue	2015
Wind Turbine Effect on Value	2015
Supervisor/Trainee Class	2015
Business Practices and Ethics	2014
Subdivision Valuation	2014
Uniform Standards of Professional Appraisal Practice Update	2014
Introduction to Vineyard and Winery Valuation	2013
Appraising Rural Residential Properties	2012
Uniform Standards of Professional Appraisal Practice Update	2012
Supervisors/Trainees	2011
Rates and Ratios: Making sense of GIMs, OARs, and DCFs	2011
Advanced Internet Search Strategies	2011
Analyzing Distressed Real Estate	2011
Uniform Standards of Professional Appraisal Practice Update	2011
Business Practices and Ethics	2011
Appraisal Curriculum Overview (2 Days – General)	2009
Appraisal Review - General	2009
Uniform Standards of Professional Appraisal Practice Update	2008
Subdivision Valuation: A Comprehensive Guide	2008
Office Building Valuation: A Contemporary Perspective	2008
Valuation of Detrimental Conditions in Real Estate	2007
The Appraisal of Small Subdivisions	2007
Uniform Standards of Professional Appraisal Practice Update	2006
Evaluating Commercial Construction	2005
Conservation Easements	2005
Uniform Standards of Professional Appraisal Practice Update	2004

Condemnation Appraising	2004
Land Valuation Adjustment Procedures	2004
Supporting Capitalization Rates	2004
Uniform Standards of Professional Appraisal Practice, C	2002
Wells and Septic Systems and Wastewater Irrigation Systems Appraisals 2002	2002
Analyzing Commercial Lease Clauses	2002
Conservation Easements	2000
Preparation for Litigation	2000
Appraisal of Nonconforming Uses	2000
Advanced Applications	2000
Highest and Best Use and Market Analysis	1999
Advanced Sales Comparison and Cost Approaches	1999
Advanced Income Capitalization	1998
Valuation of Detrimental Conditions in Real Estate	1999
Report Writing and Valuation Analysis	1999
Property Tax Values and Appeals	1997
Uniform Standards of Professional Appraisal Practice, A & B	1997
Basic Income Capitalization	1996



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:** 12/1/16

Agenda Item Title: Conditional Use Permit CU #16-08 for Construction of a Multi-Family Development on Old Course Road

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 12/12/16

Information Only _____

Old Business _____

Consent Agenda _____

Public Hearing 12/12/16

Informal Discussion & Public Comment _____

Other Business _____

Summary of Information:

Public Hearing on 12/12/16

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



MEMORANDUM TO THE BOARD OF COMMISSIONERS – December 12, 2016 – Public Hearing

Applicant:

Scott Matthews

Request:

CU #16-08 to
construct 30 Multi-
family Residential
Units

Location:

Old Course Road

Parcel ID:

20060539,
20060540,
20060541,
20060542, and
20060543

Zoning:

R20-16-CD

Existing Use:

Vacant lots within a
Multi-family
Development

Proposed Use:

Multi-family
Condominiums

Prepared by:

Pamela Graham
Planning Director

Description and Background of Conditional Use Permit Request

Scott Matthews requests a conditional use permit (CUP) to construct five (5) condominium buildings with six units in each to complete The Villas at The Pit Community, with building design intended to mimic existing buildings within the development. Three buildings are existing, and were originally approved as CU #05-02 in 2005. The original approval included Lots 1-8; Lots 1-3 were completed prior to the developer abandoning the project. As the 2005 conditional use permit specified that “all work on the conditional use must be completed within five years of board approval or the permit shall be null and void”, continued development of the project requires a new application. In April 2016, the property received Conditional Zoning (CZ) approval to allow multi-family development in addition to the other uses authorized in the R20-16 District. Included in the list of conditions in the CZ approval was the requirement of an approved conditional use permit for any specific development proposal subsequent to the CZ approval. The current proposal is to complete the development with the construction of (5) six-unit condominium buildings, bringing the total count for the development to forty-eight units, however, current multi-family requirements limit density to eight (8) units per acre. At 2.96 acres, the maximum allowable unit count is twenty-four (24), six fewer than proposed. More detail related to this can be found in the “Density Requirements” and “Considerations in Determining UDO Compliance” sections of this report.

The applicant seeks approval of the use, open space, and number of lots and units subject to final engineering through the Site Plan Review process. Additional construction detail will be provided at that time for staff review.

Procedural Issues

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

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

1. The requested permit is not within its jurisdiction according to the Table of Permissible Uses – *(a decision is within the authorized jurisdiction of the Board)*, or
2. The application is incomplete – *(staff has deemed the application to be complete)*, or
3. If completed as proposed in the application, the development will not comply with one or more requirements of this chapter. (The “chapter” in this context is the UDO) – *(staff has identified two potential discrepancies between the proposal and UDO requirements, one related to density and one regarding maintenance of the road accessing the lots in this proposal. The increased density can be approved, at the Board’s discretion, if a determination is made that extraordinary circumstances are present to justify them. Likewise, staff is recommending waiving a requirement for a school bus shelter. This also can be approved under the same provision. However, the road maintenance issue falls under item #1 below regarding protection of the public health and welfare. The Board is within its authority to require reasonable assurance that the roads will be adequately maintained and that this assurance be provided in a legally binding document. As of the date of this writing, no such document has been provided to staff.*

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

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

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

The Planning Board has made a recommendation for approval with conditions of CU #16-08.

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

Zoning (Exhibit attached)

The subject property is located on a series of parcels at the western end of Old Course Road just north of Highway 5 in Aberdeen. The zoning of the subject property is R20-16-CD; adjoining properties on all sides of

the property are zoned R20-16; immediately to the south are C-I (Commercial/Light Industrial) properties that front Fields Drive. The R20-16-CD designation of the subject parcels was approved in April 2016 specifically to allow multi-family development, in keeping with the type of existing development within the community and with the original 2005 Planned Unit Development approval.

Density Requirements

§152-163.14 (F)(9) limits the maximum allowable density for any multi-family development to eight (8) units per acre. At 2.96 acres total for the five lots, no more than twenty-four (24) units are allowable per this standard. The proposal indicates thirty units, the same number that was approved in 2005. Pursuant to UDO §152-60 (B), the Board may determine that, if extraordinary circumstances are present that justify a variation from specific UDO requirements, a condition may be attached to the approval that modify or alter specific requirements. In this case, the existence of previously constructed buildings containing six units each, and the desire to create continuity within the development, may present an extraordinary circumstance that warrants a deviation from the density standard to allow the full thirty units proposed. The existing units were approved as a Planned Unit Development, an option that is no longer available to the remaining parcels within the community. Such a determination is entirely at the Board's discretion.

Existing Site Conditions (Exhibit attached)

The property comprises a total of 2.96 acres in five previously platted lots that front Old Course Road, which is privately owned and maintained. The sites are relatively flat or gently sloping towards the abandoned golf course to the north. The three completed structures contain six units each, totaling eighteen. The applicant proposes to continue the development following the same density and architectural appeal, providing for thirty additional units in five buildings. A Green Growth Toolbox assessment shows a stream to the northwest and a Red Cockaded Woodpecker foraging habitat to the north. Both of these are off site and not impacted by the proposal.

Old Course Road is a private street, with a portion under the ownership of PCC Realty, LLC with the remainder owned by Partners in the Pitts, LTD. The street has asphalt paving from Highway 5 to a point just before reaching the last set of developed condominiums, and then transitions to gravel. Unless the developer wishes for the Town to take over the roads, there is no requirement that the remainder of the street be paved with asphalt, however, the road will need to be extended to provide access to all lots. Town water and sewer are supplied to the property.

Open Space

Open space requirements for multi-family are in two categories. Common Open Space is required at the rate of 435 sf minimum for each dwelling unit. The open space must be no less than 40' wide or having a minimum radius of 26'. The total required common open space for the thirty proposed units is 13,050 square feet. The area that is set aside as common open space is calculated to be over 97,000 square feet following project completion and is in compliance with the width and radius requirement. Private open space is also required for

each unit of a multi-family development, in the form of a porch, deck, patio, balcony, atrium or other area. These open space amenities may be no less than 15% of the dwelling unit floor area, or 90 sf, whichever is greater. Preliminary plans for the buildings' design indicate private open space well in excess of the requirement. *Both common and private open space proposals as shown on preliminary plans are in compliance with the UDO.*

Landform and General Site Layout (Exhibit attached)

The property is contained within the Villas at The Pit housing development, an area with total acreage of +/- 8.2 accessed by a loop road (Old Course Road and Pit Link Lane) from NC Highway 5. Three buildings currently exist with five buildable vacant parcels remaining to be developed. Two smaller vacant lots not included in the conditional zoning approval, and not part of the current application, are also present within the development, as is a +/- .65 acre lot that contains a paved parking area. Some treecover is present along the perimeter of the development and within the lots, three of which back up to the former Pit Golf Links, no longer in operation. The properties evidence a relatively gentle slope towards the golf course property. Staff will review more detailed grading plans and stormwater proposals during the Site Plan Review process to ensure that the site is stable and disturbed no more than necessary during and following construction, and that adjacent properties are protected from stormwater and erosion impacts.

Transportation

A single access point from NC Highway 5 serves the community. Institute of Transportation Engineers' calculations estimates approximately 130 vehicle trips per day from the thirty units proposed in this application. The full build-out of 48 units will generate approximately 279 vehicle trips per day, well below the 600 trip Town of Aberdeen requirement for a traffic impact analysis as dictated by §152-163.21 of the UDO.

Staff has determined that a Traffic Impact Analysis will not be required by the UDO for the project and that the existing ingress/egress and surrounding roads will adequately accommodate the additional units proposed by CU #16-08.

Old Course Road and Pit Link Lane are private roads and are expected to remain so. As the lots were created prior to adoption of the UDO, the town does not require that the roads become public or be built to NCDOT standards as we would if these were newly created lots. However, the Town does have the authority to insure that the public's health, safety, and welfare are adequately protected and that sufficient access for emergency vehicles is available and maintained. Staff has requested that the applicant provide written assurance regarding ongoing maintenance of the road that will be constructed to access the buildings subject to CU #16-08. **As of this writing, staff has not received sufficient information which can be used to evaluate if the roads will be adequately maintained to protect the public's health, safety, and welfare.** Additionally, the Fire Inspector has indicated that specific sections of the Fire Code will apply. The applicant will be expected to provide plans showing compliance with Fire Code in their submittal for Site Plan Review.

Sidewalks and/or paths linking the interior of multi-family developments with residential buildings, adjoining streets, mailboxes, trash disposal areas, and on-site amenities are required by the UDO. The existing development was constructed prior to the establishment of this standard and the only sidewalks existing on the property connect front entries with their respective driveway. Mailboxes are consolidated in a kiosk located on a paved surface immediately adjacent to the street and there are no common trash disposal areas or other on-site amenities. Staff sees no benefit to additional sidewalks in the community except for sidewalks running parallel to the street, and we have included that in the recommended conditions.

Additional Multi-Family Requirements

UDO design requirements for multi-family developments are more stringent than for other types of development. Requirements not addressed elsewhere in this staff memo include but are not limited to the following:

1. Parking Lot Landscaping – *no parking lots are proposed for the completion of the development.*
2. Minimum spacing required between buildings of 20 feet – *plans indicate adequate area for this requirement to be met; staff will ensure compliance during Site Plan Review.*
3. Multi-family developments that are not specifically developed for the elderly and contain more than sixteen (16) dwelling units are required to construct a school bus shelter at a convenient location. *Staff recommends waiving this condition. Any school bus entering the development would be fully capable of traveling the full loop road and thereby serve each building without the need for a central stopping point.*
4. Building design features include (*detailed plans will be submitted for staff review following approval of the CUP*):
 - a. Buildings must have a multi-faceted exterior form;
 - b. Interesting and attractive architectural design;
 - c. Flat walls with minimal features are prohibited;
 - d. Buildings may not exceed 150 feet in length;
 - e. Buildings greater than 50' in length must incorporate wall projections or recesses with ground floor facades to include windows, entry areas, awnings or other features for at least 60% of their length;
 - f. Front entry garages must be recessed at least 12' behind the unit front wall;
 - g. At least two of the following building design elements must be included: horizontal projections, changes in roof elevations, roof dormers, hips or gables, or open balconies that project at least 6' from the front building plane;
 - h. An exterior lighting plan shall be submitted for staff review.

Water and Wastewater

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

Considerations in Determining UDO Compliance

After review of the proposal, staff reports as follows regarding compliance with UDO standards.

1. **Density** - §152-163.14 (F)(9) limits the maximum allowable density for any multi-family development to eight (8) units per acre. At 2.96 acres total for the five lots, no more than twenty-four (24) units are allowable per this standard. The proposal indicates thirty units, consistent with the 2005 approval and with the proposed units very similar to the existing ones. *Pursuant to UDO §152-60 (B), the Board may determine that, if extraordinary circumstances are present that justify a variation from specific UDO requirements, a condition may be attached to the approval that modify or alter specific requirements. In this case, the existence of previously constructed buildings containing six units each, and the desire to create continuity within the development, may present an extraordinary circumstance that warrants a deviation from the density standard to allow the full thirty units proposed. The existing units were approved as a Planned Unit Development, an option that is no longer available to the remaining parcels within the community.*
2. **School Bus Shelter** - Multi-family developments that are not specifically developed for the elderly and contain more than sixteen (16) dwelling units are required to construct a school bus shelter at a convenient location. *Staff recommends waiving this condition. Any school bus entering the development would be fully capable of traveling the full loop road and thereby serve each building without the need for a central stopping point. In fact, traveling the full loop will be much more convenient for buses than attempting a turn-around.*
3. **Road Maintenance** – The Board may require sufficient evidence that the roads accessing the lots subject to CU #16-08 will be adequately maintained to insure protection of the public health and safety.

General Conformity with Plans

The 2030 Land Development Plan Future Land Use Map adopted in 2005 identifies this project area as low-density residential, which is inconsistent with the existing uses in the development as well as the proposal. Staff does not believe that single family homes on these lots are a reasonable alternative to completion of the multi-family development, and for this reason supported the conditional zoning that allowed for multi-family development on the property. The Plan also includes a citizen survey to identify strengths, weaknesses, and opportunities as the town planned for its future. Listed as weaknesses are three items relevant to the type of use proposed by CU 16-08: 1) Too much multi-family development; apartments*, 2) New home construction needs to be completed within a definite timeframe, and 3) Need to develop existing sites. Listed as opportunities were: Better comprehensive planning; careful zoning; limit heavy industry and supervise strip development, and Planned growth in neighborhoods and commercial areas.

* Multi-family dwellings in Aberdeen experienced a rapid increase in the period between 2000 and 2008. As a result of changes in zoning and market influences Aberdeen's residential development since that time has been almost entirely comprised of single family homes.

The Green Growth Toolbox (GGT), adopted by the Board of Commissioners in 2010, shows the site to be free of concerns.

Staff considers the proposal to be in general conformity with plans adopted by the Town Board but inconsistent with the Plan's Future Land Use Map.

Findings of Fact

The Board must consider the following findings of fact in recommending a decision to the Board of Commissioners regarding conditional use permits:

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

Recommendations and Suggested Motions

During their November 17, 2016 meeting, the Planning Board recommended approval with conditions of CU #16-08 by unanimous vote. In doing so, they deferred the decision on the density requirement to the Town Board.

Staff recommends that the Board use the following motion format in their decision on this item.

- Motion 1: CU #16-08 (is/is not) within the jurisdiction of the Town Board according to the Table of Permissible Uses.
- Motion 2: CU #16-08 (is/is not) complete as submitted.
- Motion 3: CU #16-08, if completed as proposed, (will comply with all/will not comply with one or more) requirements of the UDO. If not, specify the requirement.
- Motion 4: CU #16-08 (satisfies/does not satisfy) Finding #1: will not endanger public health or safety. If not, list why.
- Motion 5: CU #16-08 (satisfies/does not satisfy) Finding #2: will not substantially injure the value of adjoining or abutting property. If not, list why.
- Motion 6: CU #16-08 (satisfies/does not satisfy) Finding #3: will be in harmony with the area in which it is located. If not, list why.

Motion 7: CU #16-08 (satisfies/does not satisfy) Finding #4: will be in general conformity with Land Use Plan or other plans specifically adopted by the Board. If not, list why.

Motion 8: Based on the Findings of Fact and the evidence presented, the Town Board:

- Issues denial of CU #16-08 based on the following: _____.
- Issues approval of CU #16-08.
- Issues approval with conditions of CU #16-08 as follows.

Recommended Conditions

1. Conditional Use Permits (CUPs) run with the land and as such CU #16-08 applies to the entirety of the property reflected in Parcel IDs #20060539, 20060540, 20060541, 20060542, and 20060543. An amendment to the CUP is needed to remove property from the CUP or to make changes to the CUP. If an activity is a use by right, it is not subject to the CUP.
2. The proposed use is authorized by the CUP, however, approval of CU #16-08 is contingent on a successful inter-departmental review to insure that the development has met all current Federal, State and local regulations and permitting requirements, as well as any conditions attached to the CUP and CZ approvals. Plans submitted for this review shall include but not be limited to:
 - a. Landscaping and open space calculations showing compliance with UDO requirements,
 - b. Building plans and elevations showing compliance with requirements for multi-family developments,
 - c. Evidence that proposed stormwater measures meet or exceed the requirements Article XVI, Part 2, Drainage, Erosion Control and Stormwater Management of the UDO,
 - d. Compliance with all applicable Fire Code requirements including road access and capacity for treating fires.
3. Any and all required permits and/or approvals from other regulatory agencies must be in place prior to issuance of a Notice to Proceed by the Planning Department.
4. The development is authorized to create a maximum of twenty-four (24) multi-family units with construction documents generally based on the Preliminary Plat dated June 2006 and the front elevation drawing submitted with the conditional use permit application

or,

The development is authorized to create a maximum of thirty (30) multi-family units with construction documents generally based on the Preliminary Plat dated June 2006 and the front elevation drawing submitted with the conditional use permit application. The Board determines that extraordinary circumstances exist to permit units in excess of the UDO density requirements due to the proposal's interest in completing a partially constructed development in a manner that is consistent and in harmony with the existing concept.

5. Open space shall comply with §152-163.14 (G). Prior to issuance of a Notice to Proceed for the development, the applicant shall establish a new or amend an existing Homeowners' Association with covenants to include a policy for maintenance of the open space. A copy of the covenants shall be

provided to staff for review and record-keeping. Covenants shall comply with the requirements of §152-179 and 180.

6. Tree harvest and mass grading are not authorized as a result of this approval. Construction documents, including a grading plan, shall be reviewed by staff for compliance with the UDO.
7. Multi-family standards requiring the construction of a school bus shelter are waived based on the presence of extraordinary circumstances that forgo the need for the shelter.
8. A sidewalk shall be required along the lot-facing side of the street for all new construction. Mailboxes for the proposed units shall be placed on a hard paved surface. Additionally, the kiosks shall be accessible via a hard paved surface from the parking area serving the units as well as the entrances to the units.
9. All additional conditions or requirements as provided by the Town of Aberdeen Unified Development Ordinance are enforceable with regards to proposal CU #16-08.

Enclosures: Conditional Use Permit Application
Vicinity Zoning Map
Aerial Image and Street View Images
Preliminary Plat – Vacation Villas at The Pit dated 6/30/2006
Front Elevation Sketch from 2005 Submittal
Green Growth Toolbox Assessment

NOV 04 2016

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

The establishment will be in harmony with the existing condos and will enhance the development.

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

The exterior architectural appeal & function will enhance the current existing development. This will add a new more appealing look to the development.

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

There are adequate utilities current installed and proposed for just this conditional use.

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

The proposed conditional use will only add units that the existing roadway was currently designed for.

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

The conditional use will match exactly the current use and will match the land use plan for this development.

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

This conditional use will conform to the current use and architectural ^{and enhance} that is currently existing _{appeal}.

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

[Handwritten Signature]

Applicant's Signature

James Robey Brown, Jr.

dotloop verified
11/03/16 8:24PM EDT
18W9JG50-R-EC-10F3

Property Owner's Signature

Margaret McIntyre Brown

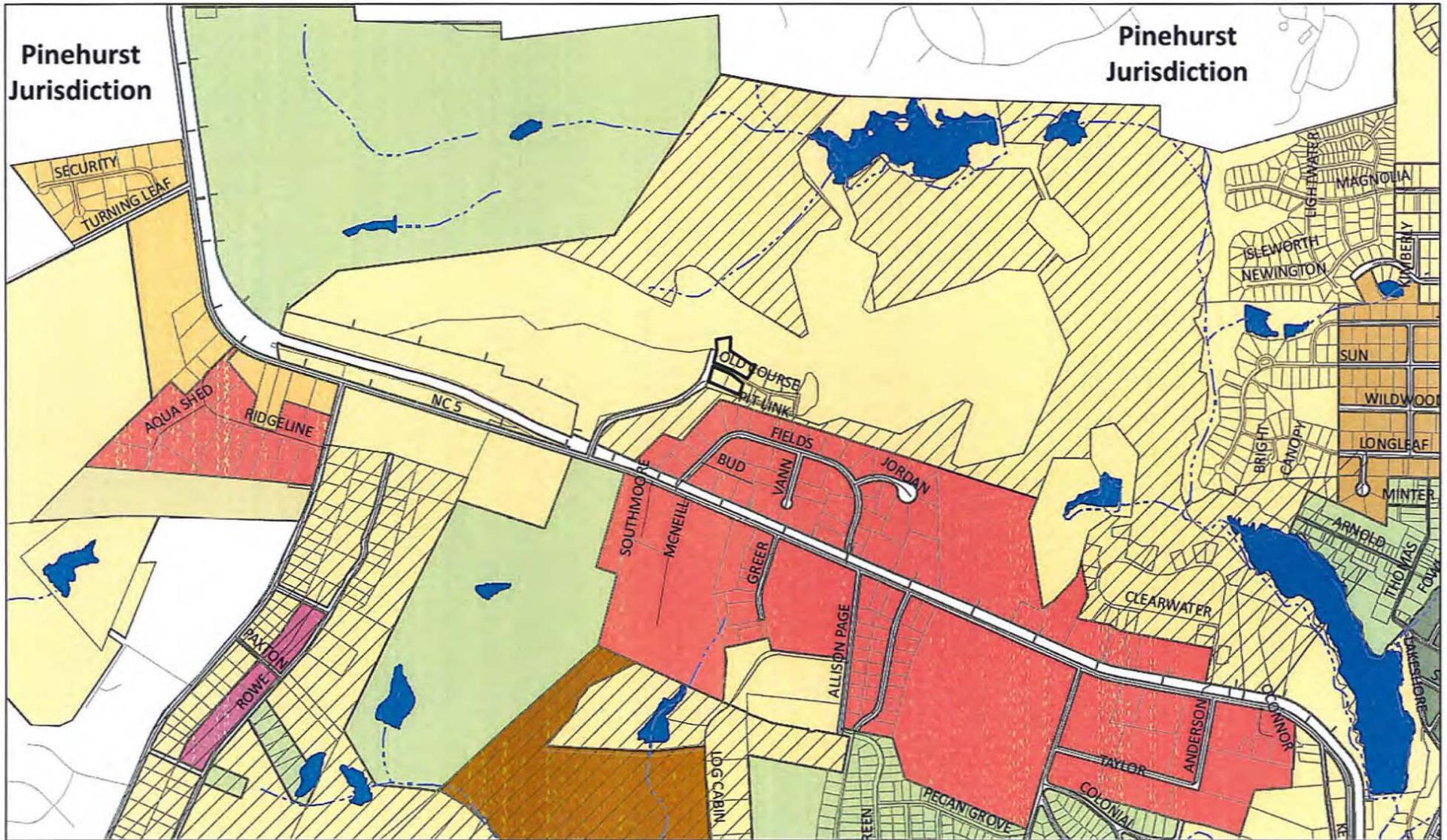
dotloop verified
11/03/16 8:19PM EDT
GTQ3-HMTN-8075-SU/B

11/3/16

Date

Date

CU #16-08– Vicinity Zoning



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



**Conditional Zoning CZ 16-02
Aerial Image**



Existing Condos as Seen From Entry Road



Existing Condos as Seen From Entry Road



Units on Lot 1



Units on Lot 2



SURVEYOR
 STEPHEN R. SHEFFIELD & ASSOCIATES, P. A.
 2233 N. FOREST STREET
 ASHEBORO, N. C. 28701
 910-292-0420

I, S. R. SHEFFIELD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DEDUCED FROM INFORMATION SHOWING THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 30,000. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. FURTHER:

THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 28th DAY OF AUGUST 2006 A.D.

S. R. SHEFFIELD, PLS. NO. 1360

State of North Carolina

_____, Register of Deeds of Moore County, North Carolina, certify that the map or plat which this certification is affixed meets all statutory requirements for recording.

 Register of Deeds Date

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF ASHEBORO, NORTH CAROLINA, AND THAT THIS PLAT HAS BEEN APPROVED BY THE ASHEBORO TOWN PLANNING BOARD FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF MOORE COUNTY.

DATE: _____
 ZONING ADMINISTRATOR
 ASHEBORO, NORTH CAROLINA

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF ASHEBORO AND THAT I HEREBY ACCEPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT. ESTABLISH BARRIERS, SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I HEREBY DEDICATE ALL SANITARY SEWER, STORM SEWER AND WATER LINES TO THE TOWN OF ASHEBORO.

OWNER(S)
 PARTNERS IN THE PIT LIMITED PARTNERSHIP,
 A NORTH CAROLINA LIMITED PARTNERSHIP
 P. O. BOX 1791
 FOREST, N. C. 28770

- BY: DAN T. MAPLES, GENERAL PARTNER
- BY: PITS MANAGEMENT CORP., GENERAL PARTNER
- BY: DAN T. MAPLES - PRESIDENT

CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS.

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN A MANNER APPROVED BY THE APPROPRIATE STATE OR LOCAL AUTHORITY AND ACCORDING TO TOWN SPECIFICATIONS AND STANDARDS IN THE SUBDIVISION SHOWN AND DESCRIBED HEREON OR THAT GUARANTEES OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN ANDECT AND MANNER SATISFACTORY TO THE TOWN OF ASHEBORO HAS BEEN RECEIVED, AND THAT THE FILING FEE FOR THIS PLAT, IN THE AMOUNT OF \$ _____ HAS BEEN PAID.

DATE: _____ SUBDIVISION ADMINISTRATOR

SITE IS ZONED R-20 AND WATERED AREA INVOLVED. SETBACK LINES TO COMPLY WITH ZONING IN FORCE AT THE TIME OF APPLICATION FOR A BUILDING PERMIT.

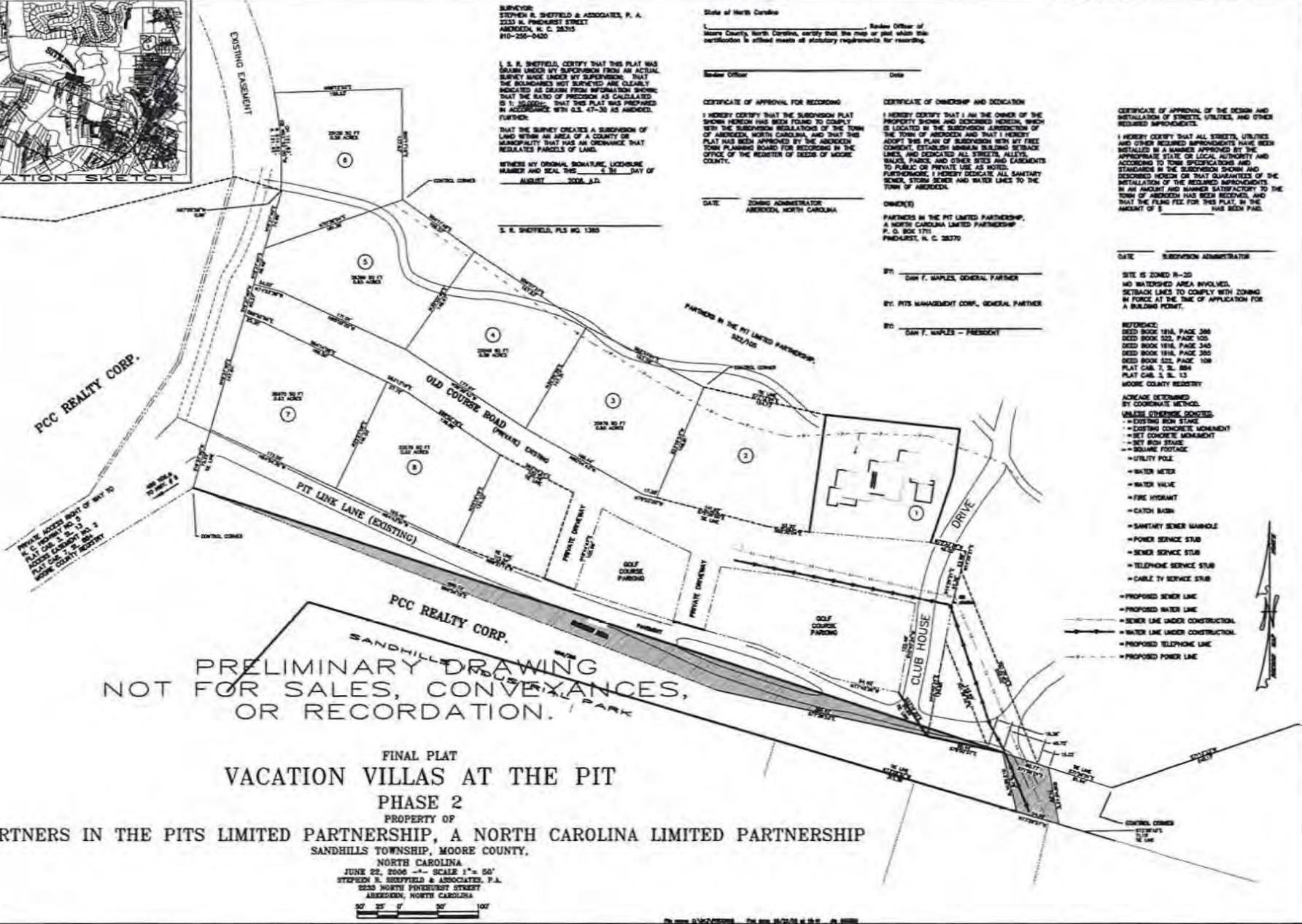
- REFERENCE:
- DEED BOOK 1816, PAGE 388
 - DEED BOOK 522, PAGE 125
 - DEED BOOK 1816, PAGE 340
 - DEED BOOK 1816, PAGE 300
 - DEED BOOK 522, PAGE 108
 - PLAT CAB. 7, SL. 894
 - PLAT CAB. 2, SL. 13
 - MOORE COUNTY REGISTER

ACRES DETERMINED BY COORDINATE METHOD.

UNLESS OTHERWISE NOTED:

- EXISTING BENCH MARK
- EXISTING CONCRETE MONUMENT
- SET CONCRETE MONUMENT
- SET IRON PEGS
- SQUARE FOOTAGE
- UTILITY POLE
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- CATCH BASIN
- SANITARY SEWER MANHOLE
- POWER SERVICE STUB
- SEWER SERVICE STUB
- TELEPHONE SERVICE STUB
- CABLE TV SERVICE STUB

- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- SEWER LINE UNDER CONSTRUCTION
- WATER LINE UNDER CONSTRUCTION
- PROPOSED TELEPHONE LINE
- PROPOSED POWER LINE



PRELIMINARY DRAWING
 NOT FOR SALES, CONVEYANCES,
 OR RECORDATION.

FINAL PLAT
VACATION VILLAS AT THE PIT
 PHASE 2

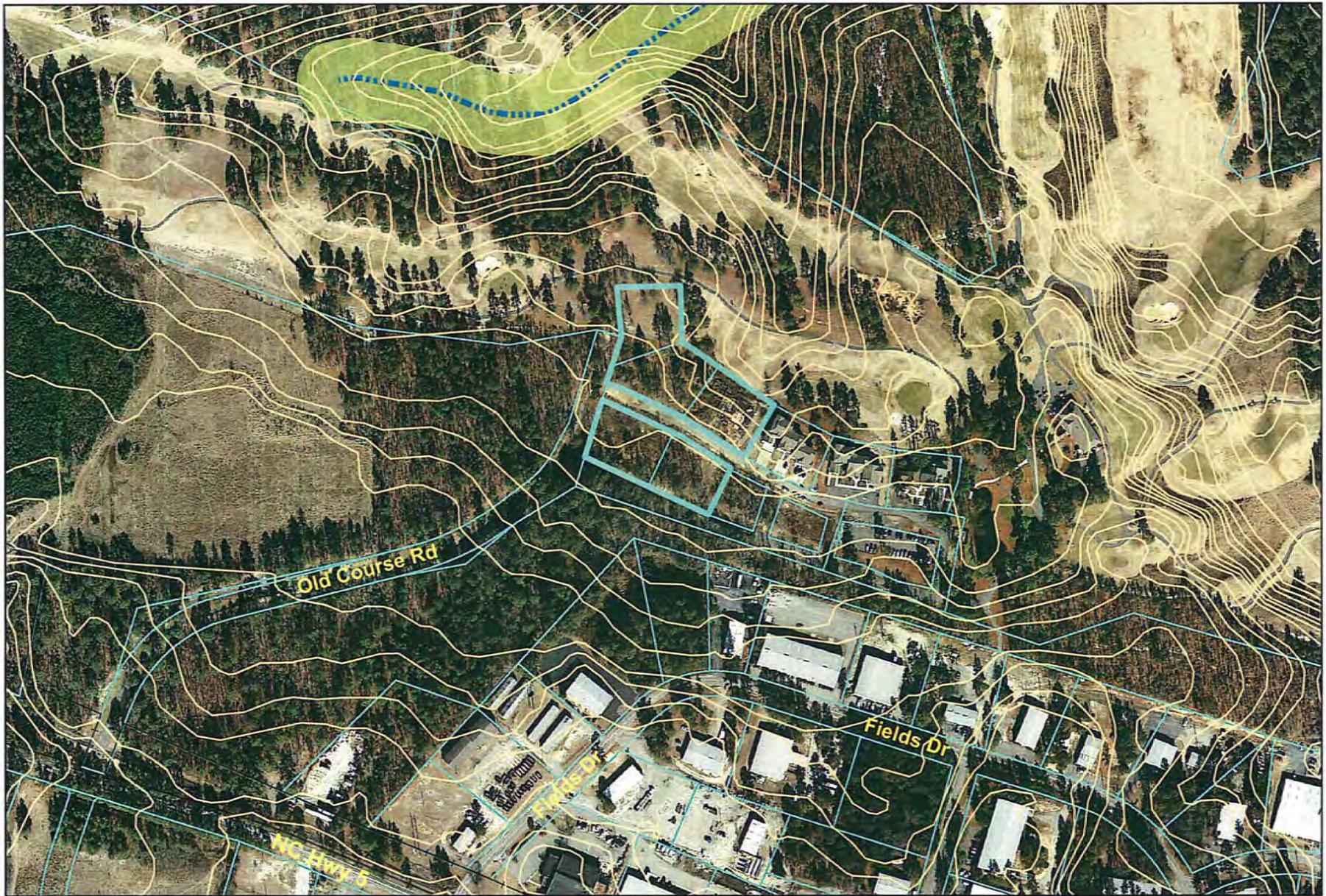
PROPERTY OF
PARTNERS IN THE PITS LIMITED PARTNERSHIP, A NORTH CAROLINA LIMITED PARTNERSHIP
 SANDHILLS TOWNSHIP, MOORE COUNTY,

NORTH CAROLINA
 JUNE 22, 2006 -- SCALE 1" = 50'
 STEPHEN R. SHEFFIELD & ASSOCIATES, P.A.
 2233 NORTH FOREST STREET
 ASHEBORO, NORTH CAROLINA





FRONT ELEVATION
SCALE - 1/8" = 1'-0"



Conditional Use Permit #16-08 Green Growth Toolbox Assessment

2 Foot Contours



Stream



Recommended Stream Buffer





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:** 12/1/16

Agenda Item Title: Rezoning Request RZ #16-01 for Property Located on Johnson Street

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 12/12/16

Information Only _____

Old Business _____

Consent Agenda _____

Public Hearing 12/12/16

Informal Discussion & Public Comment _____

Other Business _____

Summary of Information:

Public Hearing on 12/12/16

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



MEMORANDUM TO THE BOARD OF COMMISSIONERS – December 12, 2016 Public Hearing

Applicant:
Planning Staff

Request:
Rezoning Request
RZ #16-01

Location:
504 Johnson Street,
adjoining lot and
40' strip between

Parcel ID:
00055277,
00055278

Site Acreage:
.539

Existing Zoning:
Highway
Commercial (HC),
R20-16

Requested Zoning:
B-3 (Neighborhood
Transitional
District)

Prepared by:
Pamela Graham,
Planning Director

Background and Description of Zoning Request

RZ #16-01 is a staff-sponsored rezoning request to rezone two parcels located on the north side of Johnson Street immediately west of Aberdeen Commons Shopping Center. One parcel is developed with a single-family structure and is zoned Highway Commercial (HC). The second parcel is undeveloped and is zoned R20-16. Both parcels have recently been purchased by McPeake Hotels. A forty foot wide strip of land between the two parcels is shown by Moore County to be an unopened right-of-way, but there is no record that the town accepted the offer of dedication. The McPeakes have recorded a withdrawal of the offer of dedication, thereby removing any questions regarding the legal ownership of this piece. Staff has no objection to the withdrawal and is recommending a rezoning of both parcels and the forty foot wide strip to B-3 (Neighborhood Transitional District). The developed property (504 Johnson Street) has a long-standing use as residential with a home based business (pet grooming), however, we have been advised that the McPeakes intend to raze the structure. Staff has notified the McPeakes that the B-3 Neighborhood Transitional Zoning District is an appropriate zoning for the property, will allow a wide range of uses, and will fulfill the intent of creating a buffer between the nearby residential uses and the more intense commercial uses to the east.

Zoning (Exhibit Attached)

Properties fronting Johnson Street exhibit a range of zoning district designations that reflect the mix of land uses in the area. Properties immediately adjacent to the subject parcels are zoned as follows. A Vicinity Zoning Map is also enclosed for reference.

Subject Parcel Zoning	R20-16, HC (Highway Commercial)
Adjacent Zoning	North: GC (General Commercial) South: R20-16 with B-3 adjoining West: R20-16 East: HC
Acreage	.532 Acres
Watershed	N/A
Most Recent Use	Residential with Home-based Business

The following non-exhaustive list summarizes the allowable uses that vary between the existing and proposed zoning categories.

Described Use	R20-16	HC	B-3
Single Family Residential	Yes	No	Yes
Two-family, Multi-family Residential	No	No	Yes
Manufactured Home	No	No	No
Retail Sales with no outside storage/display	No	Yes	Yes
Retail Sales with outside storage/display	No	Yes	No
Convenience Store	No	Yes	Yes
Retail Services/Office	No	Yes	Yes
Recreation, Amusement, Entertainment (most uses)	No	Yes	No
Restaurants, Neighborhood Bar	No	Yes	Yes*
Other Bars and nightclubs	No	Yes	No
Manufacturing	No	No	No
Car Sales/Rentals/Service	No	Yes	No
Car Wash	No	Yes	No
Storage Facilities	No	Yes	No
Veterinary Clinics/Animal Boarding	No	Yes	No
Dry Cleaners/Laundromats	No	Yes	Yes
Bulk Petroleum Stations	No	Yes	No
Horticultural Sales with outdoor display	No	Yes	Yes
Bed & Breakfast	Yes	No	Yes
Day Care Facility	Yes	No	Yes
Sexually Oriented Business	No	No	No

* No drive-thru service permitted in B-3

The B-3 Neighborhood Transitional District is described in the UDO as a district *“established to create a business district which provides adequate protection for adjacent or nearby established residential neighborhoods. The B-3 District serves to create a buffer of less dense business uses between established residential neighborhoods and areas of heavy commercialization. Uses in this district should be harmonious with nearby residential uses”*. Staff recommends this district designation for the properties as it will permit a range of uses, including residential and commercial uses that are more compatible with residential than the nearby GC and HC Commercial Districts. B-3 is intended to be a district that accommodates uses that provide transition between residential and commercial (thereby acting as a buffer between less compatible uses), and that offer commercial amenities that serve nearby residential uses.

Rezoning is treated as amendments to the zoning map and Unified Development Ordinance, and shall be referred to the Planning Board for consideration in advance of a public hearing and final decision by the Town Board. Zoning considerations must address the potential for the decision to be classified as “spot zoning”. While not illegal in North Carolina, spot zoning must be clearly supported by a reasonable basis in order to withstand a legal challenge. Staff has determined that a strong case can be made that the action is not spot zoning due to the presence of similar zoning and uses in the vicinity, and that the rezoning creates a protective buffer between adjacent residential uses and higher intensity commercial uses. However, it should be noted that the Future Land Use Map associated with the current Land Development Plan shows the existing zoning pattern and does not anticipate this proposed change.

Existing Site Conditions (Exhibit attached)

The property comprises .539 acres and has 190 feet of frontage on Johnson Street. An unopened town right-of-way bisected the property until a recent action by the McPeakes that officially places it in private hands. There are no short or long-term intentions of opening or developing the road and the action makes the right of way taxable; staff was in communication with the McPeakes during the process and has no objections to the action. An existing residential structure on one of the parcels is expected to be demolished by the current owners. Otherwise, the property is vacant and partially wooded. The site is relatively flat and contains no floodplain or other notable environmental features.

Consistency with Plans

The 2030 Land Development Plan's Future Land Use Map adopted in 2005 identifies the properties as commercial and low-density residential, consistent with the current zoning. While the proposed B-3 District permits commercial and low-density residential, it also permits higher density residential, making the proposal less than fully consistent with the map. However, Goal #1 of the Plan's Goals and Actions states: "To implement a balanced strategy for well-planned and aesthetically pleasing retail sector growth and development." The Plan also includes a citizen survey to identify strengths, weaknesses, and opportunities as the town planned for its future. Listed as a weakness is: "Redevelopment and rezoning of aged areas with high traffic count & visibility" and listed as opportunities are "Grow the retail base" and "Planned growth in neighborhoods and commercial areas". *The proposal is considered by staff to be consistent with Goal #1 of the Plan and survey responses included in the Plan, but partially inconsistent with the Plan's Future Land Use Map.*

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

The impact of the proposed zoning for the properties is not expected to have a negative impact on the surrounding properties as a whole, partially due to the size of the site (.539 acres) and because the proposed zoning provides a needed buffer between the existing residential and commercial uses in the immediate vicinity. Due to the small size of the tracts, development of the site should be effectively limited to uses with relatively low traffic volume. An additional level of protection is provided by the UDO in the requirement of a conditional use permit for proposals that include higher traffic volume retail uses such as gasoline sales or multi-family residential uses. The requested rezoning also creates the potential to provide needed services to the nearby residential properties.

The ultimate issue for the Board when deciding rezoning requests is whether the proposal advances the public health, safety or welfare. Transitional zones such as the B-3 District offer the ability to create a buffer between higher intensity commercial uses permitted in the nearby HC and GC Districts and the low density residential uses that exist in a R20-16 District. It is for this reason that staff recommends the rezoning of the properties to the B-3 District.

Rezoning applications include a list of questions to be answered by the applicant. As a staff-sponsored rezoning request, staff is prepared to provide the following responses:

1. How do the potential uses in the new district classification relate to the existing character of the area?
The zoning category requested parallels the existing zoning of properties on the south side of Johnson Street that are immediately adjacent to Highway Commercial zoned properties. The Johnson Street corridor west of Highway 15-501 has experienced a slow transition from residential to commercial uses but the area continues to accommodate a mix of uses, including residential. The B-3 District allows both residential and a range of commercial uses that is more limited in scope than the nearby HC and GC Districts and will provide a reasonable transition between the residential uses to the west, and the more intense commercial uses immediately to the east.
2. In what way is the property proposed for rezoning suited for the potential uses of the new district?
The property itself, at .539 acres, is of a size that will accommodate residential uses or a small business use, with nearly 200 feet of road frontage for access. Existing businesses in the immediate area include a retail shopping center, automobile repair, child day care, insurance office, hair salon, and restaurants.
3. How will the proposed rezoning affect the value of nearby properties?
Staff anticipates that any negative impact on the value of nearby properties will be balanced by an equally positive impact as the rezoning request is a combined "upzoning" and "downzoning" request. Currently, a portion of the property is zoned Highway Commercial, which permits a wide range of high traffic generators. The remainder of the property is zoned low density residential with no buffer between the two districts. The B-3 zoning creates that buffer for the nearby residential properties while allowing a wider range of uses than the residential zoning.
4. Can adjacent areas be developed in compatibility with the proposed rezoning?
While much of the adjacent property is already developed, the proposed rezoning is expected to create no deterrent to the development of the single undeveloped adjacent parcel, which is located immediately to the west.
5. Will the proposed rezoning adversely affect traffic patterns and flow in adjacent areas?
No. Projected traffic for the site may be reduced due to the lower intensity of uses allowed in the change from HC to B-3.

Recommendations and Suggested Motions

During their November 17, 2016 meeting, the Planning Board made a unanimous recommendation for approval of Rezoning Request RZ #16-01. Staff recommends that the Board of Commissioners consider this application, accept public comment during the scheduled public hearing, and take a vote regarding the proposal at their earliest convenience. The motions should proceed as follows.

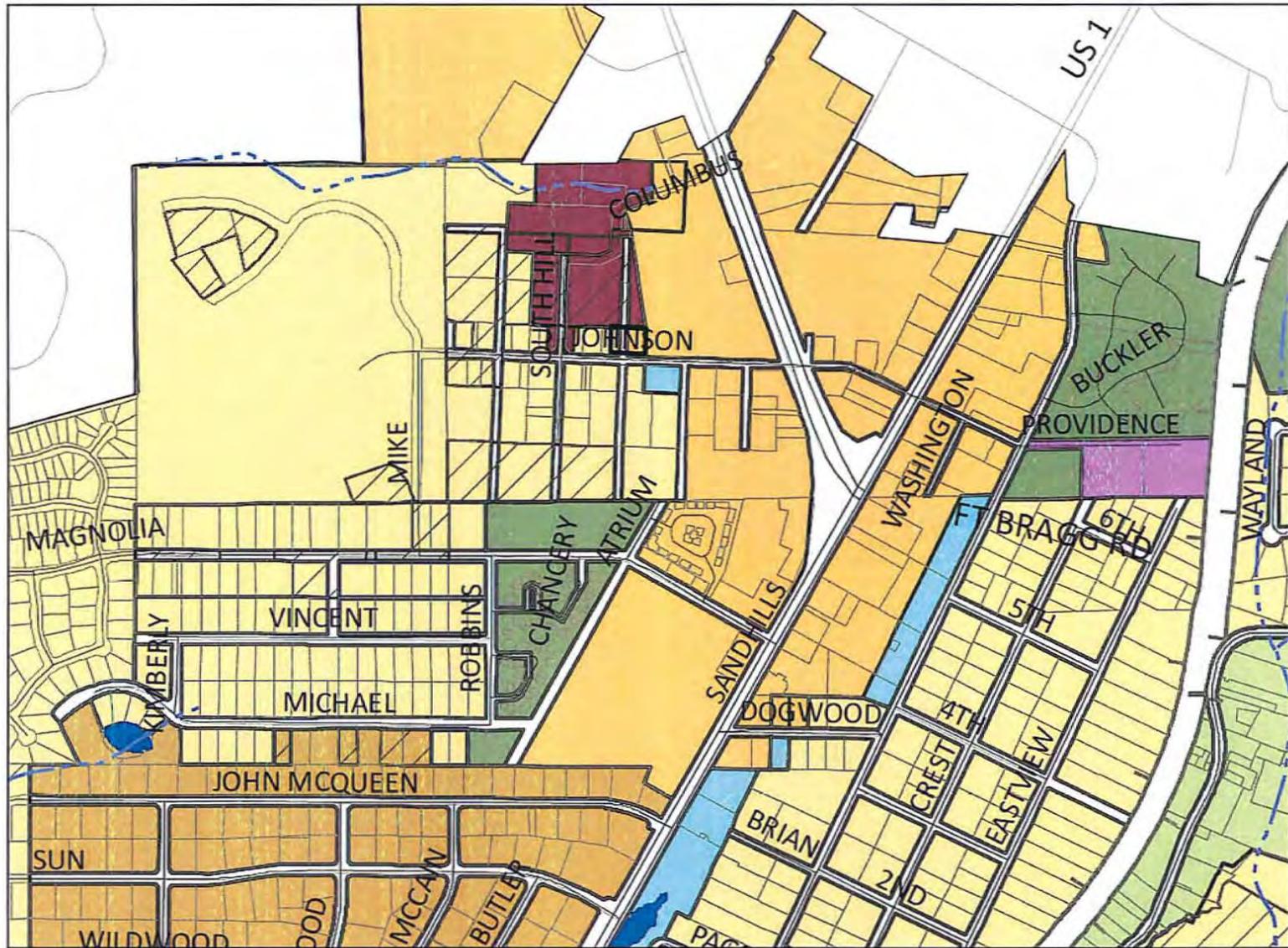
Motion 1: Rezoning Request RZ #16-01 (is/is not) consistent with adopted plans of the Town of Aberdeen Board of Commissioners.

Motion 2: Based on information presented by staff and other interested parties, Rezoning Request RZ #16-01 (does/does not) have an acceptable level of impact on both the immediate area and the community as a whole.

Motion 3: The Town of Aberdeen Board of Commissioners (approves/denies) Rezoning Request RZ # 16-01.

Enclosures: Vicinity Zoning Map
Aerial Image

Rezoning Request RZ #16-01 – Vicinity Zoning



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

Rezoning Request RZ #16-01 – Aerial Image





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:** 12/1/16

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

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 12/12/16

Information Only _____

Old Business _____

Consent Agenda _____

Public Hearing 12/12/16

Informal Discussion & Public Comment _____

Other Business _____

Summary of Information:

Public Hearing on 12/12/16

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



MEMORANDUM TO THE BOARD OF COMMISSIONERS – Public Hearing December 12, 2016

Request:

UDO Text
Amendment #15-11
Regarding
Temporary Health
Care Structures

Prepared by:

Pamela Graham,
Planning Director

Description of Request

North Carolina's General Assembly has modified the requirements for local governments with regards to zoning of temporary health care structures. The proposed text amendment brings the UDO in line with these revised requirements.

Procedural Issues

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

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

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

Plan Consistency

The 2030 Land Development Plan adopted in 2005 lists as Goal #2: “To develop, adopt, and enforce well thought-out planning and land use control regulations”. Bringing Town ordinances into compliance with the requirements of the State is supported by this goal. *The proposed text amendment is consistent with plans adopted by the town.*

Recommendations and Suggested Motions

During their August 20, 2015 meeting, the Planning Board unanimously recommended approval of UDO #16-05. Staff recommends that the Board consider approval of the attached amendment draft and make the following motions:

- Motion 1:** UDO #15-11 is consistent with comprehensive plans that have been adopted by the Town of Aberdeen, or
- UDO #15-11 is inconsistent with comprehensive plans that have been adopted by the Town of Aberdeen.

Indicate the applicable plan and briefly how the amendment is or is not consistent:
Staff recommendation: The amendment is consistent with the Land Development Plan’s Goal #2.

- Motion 2:** UDO #15-11 is reasonable and in the public interest, or
- UDO #15-11 is not reasonable and in the public interest.

Briefly explain why the amendment is or is not reasonable and in the public interest:
Staff recommendation: The amendment is reasonable and in the public interest in that it aligns local law with state law.

- Motion 3:** The Town of Aberdeen Board of Commissioners (approves/denies) the following amendment to Town of Aberdeen UDO:
- Amend subsection 152-15 “Definitions” as indicated in the attached draft text amendment;
 - Amend §152-150 “Accessory Uses” as indicated in the attached draft text amendment

Enclosures: UDO #15-11 Text Amendment Draft
 NCGS 160A-383.5

**AN ORDINANCE AMENDING THE ABERDEEN UNIFIED DEVELOPMENT ORDINANCE
REGARDING TEMPORARY HEALTH CARE STRUCTURES**

WHEREAS, G.S. § 160A-383.5 (S.L. 2014-94) requires municipalities to consider a temporary health care structure as a permitted accessory use in any single-family residential zoning district on lots zoned for single-family detached dwellings.

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

Section 1. Aberdeen Unified Development Ordinance Section 152-15, "Definitions," is hereby amended to add the following definition as follows:

(174) Temporary Health Care Structure. A transportable residential structure, providing an environment facilitating a caregiver's provision of care for a mentally or physically impaired person, that (i) is primarily assembled at a location other than its site of installation, (ii) is limited to one occupant who shall be the mentally or physically impaired person, (iii) has no more than 300 gross square feet, and (iv) complies with applicable provisions of the State Building Code and G.S. 143-139.1(b). Placing the temporary family health care structure on a permanent foundation shall not be required or permitted. See also, section 152-150, "Accessory Uses."

[The remaining definitions are renumbered accordingly.]

Section 2. Aberdeen Unified Development Ordinance Section 152-150, "Accessory Uses," is amended as follows:

§ 152-150. Accessory Uses.

(A) Section 152-146 (the Table of Permissible Uses) classifies different principal uses according to their different impacts. Whenever an activity (which may or may not be separately listed as a principal use in the table) is conducted in conjunction with another principal use and the former use (i) constitutes only an incidental or insubstantial part of the total activity that takes place on a lot or (ii) is commonly associated with the principal use and integrally related to it, the former use may be regarded as accessory to the principal use and may be carried on underneath the umbrella of the permit issued for the principal use. For example, a swimming pool/tennis court complex is customarily associated with and integrally related to a residential subdivision or multi-family development and would be regarded as accessory to such principal uses, even though such facilities, if developed apart from a residential development, would require a permit.

(B) For purposes of interpreting subsection (A):

(1) A use may be regarded as incidental or insubstantial if it is incidental or insubstantial in and of itself or in relation to the principal use,

(2) To be "commonly associated" with a principal use, it is not necessary for an accessory use to be connected with such principal use more times than not, but only that the

association of such accessory use with such principal use takes place with sufficient frequency that there is common acceptance of their relatedness.

(C) Without limiting the generality of subsections (A) and (B), the following activities, so long as they satisfy the general criteria set forth above, are specifically regarded as accessory to residential principal uses:

(1) Offices or studios within an enclosed building and used by an occupant of a residence located on the same lot as such building to carry on administrative or artistic activities of a commercial nature, so long as such activities do not fall within the definition of a home occupation;

(2) Hobbies or recreational activities of a noncommercial nature;

(3) The renting out of one or two rooms within a single-family residence (which one or two rooms do not themselves constitute a separate dwelling unit) to not more than two persons who are not part of the family that resides in the single-family dwelling;

(4) Yard sales or garage sales, so long as such sales are not conducted on the same lot for more than three days (whether consecutive or not) during any ninety (90) day period; and

(5) Swimming pools.

(D) Temporary Family Health Care Structures

(1) On lots zoned for single-family detached dwellings (i.e. the RA, R30-18, R20-16, R18-14, R15-12, R10-10, R6-10, MH and B-3 zoning districts), a temporary family health care structure shall be regarded as an accessory use to a single-family detached dwelling to the extent authorized and in accordance with the provisions of G.S. 160A-383.5 (S.L. 2014-94).

(2) Prior to installing a temporary family health care structure, the owner must first obtain a zoning permit from the Land Use Administrator. This permit must be renewed annually. The town may not withhold a permit if the applicant provides sufficient proof of compliance with this subsection and G.S. 160A-383.5. The owner shall be required to provide proof of compliance on an annual basis as long as the temporary family health care structure remains on the property. The evidence may involve the inspection by the town of the temporary family health care structure at reasonable times convenient to the caregiver, not limited to any annual compliance confirmation, and annual renewal of a doctor's certification that the person living in the structure remains physically or mentally impaired, as those terms are used in G.S. 160A-383.5.

~~(E)~~ Without limiting the generality of subsections (A) and (B), the following activities shall not be regarded as accessory to a residential principal use and are prohibited in residential districts and on properties that are used primarily for residential purposes (i.e. a single-family detached dwelling in the B-3 zoning district):

(1) The raising or keeping of ten (10) or more dogs.

~~(F)(E)~~ No accessory use or structure will be permitted on a lot without an established principal use. An accessory use or structure shall not be located on a separate lot from the principal use to which it is incidental and subordinate.

Section 3. The Town Aberdeen Fee Schedule is amended as follows:

Service	Fee
Initial Zoning Compliance Permit for Temporary Family Health Care Structure	\$100.00
Annual Renewal of Zoning Permit for a Temporary Family Health Care Structure	\$ 50.00

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

Section 5. This ordinance shall become effective upon adoption.

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

Ayes: _____

Noes: _____

Absent or Excused: _____

Dated: _____

Robert A. Farrell, Mayor

Attest:

Regina M. Rosy, Town Clerk

§ 160A-383.5. Zoning of temporary health care structures.

(a) The following definitions apply in this section:

(1) Activities of daily living. - Bathing, dressing, personal hygiene, ambulation or locomotion, transferring, toileting, and eating.

(2) Caregiver. - An individual 18 years of age or older who (i) provides care for a mentally or physically impaired person and (ii) is a first or second degree relative of the mentally or physically impaired person for whom the individual is caring.

(3) First or second degree relative. - A spouse, lineal ascendant, lineal descendant, sibling, uncle, aunt, nephew, or niece and includes half, step, and in-law relationships.

(4) Mentally or physically impaired person. - A person who is a resident of this State and who requires assistance with two or more activities of daily living as certified in writing by a physician licensed to practice in this State.

(5) Temporary family health care structure. - A transportable residential structure, providing an environment facilitating a caregiver's provision of care for a mentally or physically impaired person, that (i) is primarily assembled at a location other than its site of installation, (ii) is limited to one occupant who shall be the mentally or physically impaired person, (iii) has no more than 300 gross square feet, and (iv) complies with applicable provisions of the State Building Code and G.S. 143-139.1(b). Placing the temporary family health care structure on a permanent foundation shall not be required or permitted.

(b) A city shall consider a temporary family health care structure used by a caregiver in providing care for a mentally or physically impaired person on property owned or occupied by the caregiver as the caregiver's residence as a permitted accessory use in any single-family residential zoning district on lots zoned for single-family detached dwellings.

(c) A city shall consider a temporary family health care structure used by an individual who is the named legal guardian of the mentally or physically impaired person a permitted accessory use in any single-family residential zoning district on lots zoned for single-family detached dwellings in accordance with this section if the temporary family health care structure is placed on the property of the residence of the individual and is used to provide care for the mentally or physically impaired person.

(d) Only one temporary family health care structure shall be allowed on a lot or parcel of land. The temporary family health care structures under subsections (b) and (c) of this section shall not require a special use permit or be subjected to any other local zoning requirements beyond those imposed upon other authorized accessory use structures, except as otherwise provided in this section. Such temporary family health care structures shall comply with all setback requirements that apply to the primary structure and with any maximum floor area ratio limitations that may apply to the primary structure.

(e) Any person proposing to install a temporary family health care structure shall first obtain a permit from the city. The city may charge a fee of up to one hundred dollars (\$100.00) for the initial permit and an annual renewal fee of up to fifty dollars (\$50.00). The city may not withhold a permit if the applicant provides sufficient proof of compliance with this section. The city may require that the applicant provide evidence of compliance with this section on an annual basis as long as the temporary family health care structure remains on the property. The evidence may involve the inspection by the city of the temporary family health care structure at reasonable times convenient to the caregiver, not limited to any annual compliance confirmation, and annual renewal of the doctor's certification.

(f) Notwithstanding subsection (i) of this section, any temporary family health care structure installed under this section may be required to connect to any water, sewer, and electric utilities serving the property and shall comply with all applicable State law, local ordinances, and other requirements, including Part 5 of this Article, as if the temporary family health care structure were permanent real property.

(g) No signage advertising or otherwise promoting the existence of the temporary health care structure shall be permitted either on the exterior of the temporary family health care structure or elsewhere on the property.

(h) Any temporary family health care structure installed pursuant to this section shall be removed within 60 days in which the mentally or physically impaired person is no longer receiving or is no longer in need of the assistance provided for in this section. If the temporary family health care structure is needed for another mentally or physically impaired person, the temporary family health care structure may continue to be used, or may be reinstated on the property within 60 days of its removal, as applicable.

(i) The city may revoke the permit granted pursuant to subsection (e) of this section if the permit holder violates any provision of this section or G.S. 160A-202. The city may seek injunctive relief or other appropriate actions or proceedings to ensure compliance with this section or G.S. 160A-202.

(j) Temporary family health care structures shall be treated as tangible personal property for purposes of taxation. (2014-94, s. 2.)



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:** 12/1/16

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 _____
Approval at work session - immediate action _____

Regular Board Meeting - Board Action (date of meeting should be filled in on line):
New Business 12/12/16 Information Only _____
Old Business _____ Consent Agenda _____
Public Hearing 12/12/16 Informal Discussion & Public Comment _____
Other Business _____

Summary of Information:
Public Hearing on 12/12/16

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



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

MEMORANDUM TO THE BOARD OF COMMISSIONERS – Public Hearing December 12, 2016

Request:

UDO Text
Amendment #16-11
Amending the
Water Supply
Watershed Overlay
District Regulations

Prepared by:

Pamela Graham,
Planning Director

Description of Request

North Carolina's Administrative Code (NCAC) has modified the standards for local governments with regards to their regulation of uses within a Water Supply Watershed. Specifically, the change broadens the types of uses permitted under the "10/70 Option" employed by Aberdeen's Watershed Ordinance. Currently, the ordinance restricts the permitting of projects of up to 70 percent built-upon area to non-residential; the amendment will allow both residential and non-residential development to be approved under this provision. As the NCAC standard refers to "new development projects" without restriction to the type of use, the Town Attorney's interpretation is that any uses allowed under the subject property's zoning should be allowable, as long as all other requirements and standards are met. The proposed text amendment (enclosed) brings the UDO in line with these revised standards.

Procedural Issues

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

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

Following a recommendation to the Town Board for approval or denial of an application, the item will be scheduled for a public hearing where public input can be accepted by the Town Board in advance of a final decision. The central issue to be

considered regarding amendments is whether the proposed amendment advances the public health, safety or welfare. The statement included with the Town Board's decision on the amendment shall describe whether the action is consistent with adopted plans and explaining why the Board considers the action taken to be reasonable and in the public interest. The decision is legislative in nature as opposed to quasi-judicial, and is not subject to judicial review.

Plan Consistency

The 2030 Land Development Plan adopted in 2005 lists as Goal #2: "To develop, adopt, and enforce well thought-out planning and land use control regulations". Bringing Town ordinances into compliance with the requirements of the State is supported by this goal. *The proposed text amendment is consistent with plans adopted by the town.*

Recommendations and Suggested Motions

During their October 20, 2016 meeting, the Planning Board unanimously recommended approval of UDO #16-11. Staff recommends that the Board consider approval of the attached amendment draft and make the following motions:

- Motion 1:**
- UDO #16-11 is consistent with comprehensive plans that have been adopted by the Town of Aberdeen, or
 - UDO #16-11 is inconsistent with comprehensive plans that have been adopted by the Town of Aberdeen.

Indicate the applicable plan and briefly how the amendment is or is not consistent:
Staff recommendation: The amendment is consistent with the Land Development Plan's Goal #2.

- Motion 2:**
- UDO #16-11 is reasonable and in the public interest, or
 - UDO #16-11 is not reasonable and in the public interest.

Briefly explain why the amendment is or is not reasonable and in the public interest:
Staff recommendation: The amendment is reasonable and in the public interest in that it aligns local law with state law.

- Motion 3:**
- The Town of Aberdeen Board of Commissioners (approves/denies) the following amendment to Town of Aberdeen UDO:
- Amend subsection 152-15 "Definitions" as indicated in the attached draft text amendment;

- Amend §152-150 “Accessory Uses” as indicated in the attached draft text amendment

Enclosures: UDO #16-11 Text Amendment Draft
NC Administrative Code Excerpt

**AN ORDINANCE AMENDING THE WATER SUPPLY WATERSHED OVERLAY DISTRICT REGULATIONS
TO COMPLY WITH CURRENT STATE REQUIREMENTS**

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

Section 1. Aberdeen Unified Development Ordinance subsection 152-160(D)(5) is amended as follows:

(5) **Built-Up on Area.** Built-upon areas shall include that portion of a development project that is covered by impervious ~~cover including buildings, pavement, gravel roads, recreation facilities and the like. (Note: Wooden slatted decks and the water areas in a swimming pool are considered pervious.)~~ surface and partially impervious surface to the extent that the partially impervious surface does not allow water to infiltrate through the surface and into the subsoil. "Built-upon area" does not include a slatted deck; the water area of a swimming pool; a surface of number 57 stone, as designated by the American Society for Testing and Materials, laid at least four inches thick over a geotextile fabric; or a trail as defined in G.S. 113A-85 that is either unpaved or paved as long as the pavement is porous with a hydraulic conductivity greater than 0.001 centimeters per second (1.41 inches per hour).

Section 2. Aberdeen Unified Development Ordinance subsection 152-160(G)(1) is amended as follows:

(1) WS-II Watershed Areas-Balance of Watershed. In order to maintain a predominantly undeveloped land use intensity pattern, single-family residential uses shall be allowed at a maximum of one (1) dwelling unit per acre. All other residential and non-residential development shall be allowed a maximum of twelve (12) percent built-upon area. In addition, residential and nonresidential uses may occupy ten (10) percent of the balance of the watershed, which is outside the critical areas, with a seventy (70) percent built-upon area when approved as a special ~~nonresidential~~-intensity allocation ("S~~N~~IA"). The Watershed Administrator, upon review by the Watershed Review Board, is authorized to approve S~~N~~IAs consistent with the provisions of this section. Projects must minimize built-upon surface area, direct stormwater away from surface waters and incorporate best management practices to minimize water quality impacts. Nondischarging landfills and sludge application sites are allowed, unless these uses are otherwise prohibited by the underlying zoning district.

[The remainder of the subsection is not amended.]

Section 3. All provisions of any town ordinance or resolution in conflict with this ordinance are repealed.

Section 4. This ordinance shall become effective upon adoption.

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

Ayes: _____

Noes: _____

Absent or Excused: _____

Dated: _____

Robert A. Farrell, Mayor

Attest:

Regina M. Rosy, Town Clerk

15A NCAC 02B .0214 FRESH SURFACE WATER QUALITY STANDARDS FOR CLASS WS-II WATERS

The following water quality standards apply to surface waters within water supply watersheds classified as WS-II. Water quality standards applicable to Class C waters as described in Rule .0211 of this Section shall also apply to Class WS-II waters.

- (1) The best usage of WS-II waters shall be as follows: a source of water supply for drinking, culinary, or food-processing purposes for those users desiring maximum protection for their water supplies where a WS-I classification is not feasible and any best usage specified for Class C waters;
- (2) The conditions related to the best usage shall be as follows: waters of this class are protected as water supplies that are in predominantly undeveloped watersheds and meet average watershed development density levels as specified in Sub-Items (3)(b)(i)(A), (3)(b)(i)(B), (3)(b)(ii)(A) and (3)(b)(ii)(B) of this Rule; discharges that qualify for a General Permit pursuant to 15A NCAC 02H .0127, trout farm discharges, recycle (closed loop) systems that only discharge in response to 10-year storm events and other stormwater discharges shall be allowed in the entire watershed; new domestic and industrial discharges of treated wastewater shall not be allowed in the entire watershed; the waters, following treatment required by the Division, shall meet the Maximum Contaminant Level concentrations considered safe for drinking, culinary, and food-processing purposes that are specified in the national drinking water regulations and in the North Carolina Rules Governing Public Water Supplies, 15A NCAC 18C .1500. Sources of water pollution that preclude any of these uses on either a short-term or long-term basis shall be considered to be violating a water quality standard. The Class WS-II classification may be used to protect portions of Class WS-III and WS-IV water supplies. For reclassifications of these portions of Class WS-III and WS-IV water supplies occurring after the July 1, 1992 statewide reclassification, the more protective classification requested by local governments shall be considered by the Commission when all local governments having jurisdiction in the affected area(s) have adopted a resolution and the appropriate ordinances to protect the watershed or the Commission acts to protect a watershed when one or more local governments has failed to adopt necessary protection measures;
- (3) Quality standards applicable to Class WS-II Waters shall be as follows:
 - (a) Sewage, industrial wastes, non-process industrial wastes, or other wastes: none shall be allowed except for those specified in either Item (2) of this Rule and Rule .0104 of this Subchapter; none shall be allowed that have an adverse effect on human health or that are not treated to the satisfaction of the Commission and in accordance with the requirements of the Division. Any discharger shall be required upon request by the Commission to disclose all chemical constituents present or potentially present in their wastes and chemicals that could be spilled or be present in runoff from their facility that may have an adverse impact on downstream water quality. These facilities may be required to have spill and treatment failure control plans as well as perform special monitoring for toxic substances;
 - (b) Nonpoint Source and Stormwater Pollution: none that would adversely impact the waters for use as a water supply or any other designated use;
 - (i) Nonpoint Source and Stormwater Pollution Control Criteria for Entire Watershed:
 - (A) Low Density Option: development density shall be limited to either no more than one dwelling unit per acre of single family detached residential development (or 40,000 square foot lot excluding roadway right-of-way), or 12 percent built-upon area for all other residential and non-residential development in the watershed outside of the critical area; stormwater runoff from the development shall be transported by vegetated conveyances to the maximum extent practicable;
 - (B) High Density Option: if new development exceeds the low density option requirements as stated in Sub-Item (3)(b)(i)(A) of this Rule, then engineered stormwater controls shall be used to control runoff from the first inch of rainfall; new residential and non-residential development shall not exceed 30 percent built-upon area;

- (C) Land within the watershed shall be deemed compliant with the density requirements if the following condition is met: the density of all existing development at the time of reclassification does not exceed the density requirement when densities are averaged throughout the entire watershed area at the time of classification;
- (D) Cluster development shall be allowed on a project-by-project basis as follows:
 - (I) overall density of the project meets associated density or stormwater control requirements of this Rule;
 - (II) buffers meet the minimum statewide water supply watershed protection requirements;
 - (III) built-upon areas shall be designed and located to minimize stormwater runoff impact to the receiving waters, minimize concentrated stormwater flow, maximize the use of sheet flow through vegetated areas, and maximize the flow length through vegetated areas;
 - (IV) areas of concentrated development shall be located in upland areas and away, to the maximum extent practicable, from surface waters and drainageways;
 - (V) remainder of tract to remain in vegetated or natural state;
 - (VI) area in the vegetated or natural state may be conveyed to a property owners association, a local government for preservation as a park or greenway, a conservation organization, or placed in a permanent conservation or farmland preservation easement;
 - (VII) a maintenance agreement for the vegetated or natural area shall be filed with the Register of Deeds; and
 - (VIII) cluster development that meets the applicable low density option requirements shall transport stormwater runoff from the development by vegetated conveyances to the maximum extent practicable;
- (E) A maximum of 10 percent of each jurisdiction's portion of the watershed outside of the critical area as delineated on July 1, 1993 may be developed with new development projects and expansions of existing development of up to 70 percent built-upon surface area (the "10/70 option") in addition to the new development approved in compliance with the appropriate requirements of Sub-Item (3)(b)(i)(A) or Sub-Item (3)(b)(i)(B) of this Rule. For expansions to existing development, the existing built-upon surface area shall not be counted toward the allowed 70 percent built-upon surface area. A local government having jurisdiction within the watershed may transfer, in whole or in part, its right to the 10/70 option land area to another local government within the watershed upon submittal of a joint resolution and review by the Commission. When the water supply watershed is composed of public lands, such as National Forest land, local governments may count the public land acreage within the watershed outside of the critical area in calculating the acreage allowed under this provision. For local governments that do not choose to use the high density option in that WS-II watershed, each project shall, to the maximum extent practicable, minimize built-upon surface area, direct stormwater runoff away from surface waters, and incorporate best management practices, as defined in Rule .0202 of this Section, to minimize water quality impacts. If the local government selects the high density development option within that WS-II watershed, then engineered stormwater controls shall be employed for the new development;

- (F) If local governments choose the high density development option that requires stormwater controls, then they shall assume ultimate responsibility for operation and maintenance of the required controls as outlined in Rule .0104 of this Subchapter;
- (G) A minimum 100 foot vegetative buffer shall be required for all new development activities that exceed the low density option requirements as specified in Sub-Items (3)(b)(i)(A) and Sub-Item (3)(b)(ii)(A) of this Rule, otherwise a minimum 30 foot vegetative buffer for development activities shall be required along all perennial waters indicated on the most recent versions of U.S.G.S. 1:24,000 (7.5 minute) scale topographic maps or as determined by local government studies. Nothing in this Rule shall stand as a bar to artificial streambank or shoreline stabilization;
- (H) No new development shall be allowed in the buffer; water dependent structures, or other structures such as flag poles, signs, and security lights, which result in only de minimus increases in impervious area and public projects such as road crossings and greenways may be allowed where no practicable alternative exists. These activities shall minimize built-upon surface area and avoid channelizing stormwater;
- (I) No National Pollutant Discharge Elimination System (NPDES) permits shall be issued for landfills that discharge treated leachate;
- (ii) Critical Area Nonpoint Source and Stormwater Pollution Control Criteria:
 - (A) Low Density Option: new development shall be limited to either no more than one dwelling unit of single family detached residential development per two acres (or 80,000 square foot lot excluding roadway right-of-way), or six percent built-upon area for all other residential and non-residential development; stormwater runoff from the development shall be transported by vegetated conveyances to the maximum extent practicable;
 - (B) High Density Option: if new development density exceeds the low density requirements specified in Sub-Item (3)(b)(ii)(A) of this Rule, then engineered stormwater controls shall be used to control runoff from the first inch of rainfall; new residential and non-residential development density shall not exceed 24 percent built-upon area;
 - (C) No new permitted sites for land application of residuals or petroleum contaminated soils shall be allowed;
 - (D) No new landfills shall be allowed;
- (c) MBAS (Methylene-Blue Active Substances): not greater than 0.5 mg/l to protect the aesthetic qualities of water supplies and to prevent foaming;
- (d) Odor producing substances contained in sewage or other wastes: only such amounts, whether alone or in combination with other substances or wastes, as shall not cause taste and odor difficulties in water supplies that cannot be corrected by treatment, impair the palatability of fish, or have a deleterious effect upon any best usage established for waters of this class;
- (e) Chlorinated phenolic compounds: not greater than 1.0 ug/l to protect water supplies from taste and odor problems from chlorinated phenols;
- (f) Total hardness: not greater than 100 mg/l as calcium carbonate (CaCO₃ or Ca + Mg);
- (g) Total dissolved solids: not greater than 500 mg/l;
- (h) Toxic and other deleterious substances:
 - (i) Water quality standards (maximum permissible concentrations) to protect human health through water consumption and fish tissue consumption for non-carcinogens in Class WS-II waters:
 - (A) Barium: 1.0 mg/l;
 - (B) Chloride: 250 mg/l;
 - (C) Nickel: 25 ug/l;
 - (D) Nitrate nitrogen: 10 mg/l;

- (E) 2,4-D: 70 ug/l;
- (F) 2,4,5-TP (Silvex): 10 ug/l; and
- (G) Sulfates: 250 mg/l;
- (ii) Water quality standards (maximum permissible concentrations) to protect human health through water consumption and fish tissue consumption for carcinogens in Class WS-II waters:
 - (A) Aldrin: 0.05 ng/l;
 - (B) Arsenic: 10 ug/l;
 - (C) Benzene: 1.19 ug/l;
 - (D) Carbon tetrachloride: 0.254 ug/l;
 - (E) Chlordane: 0.8 ng/l;
 - (F) Chlorinated benzenes: 488 ug/l;
 - (G) DDT: 0.2 ng/l;
 - (H) Dieldrin: 0.05 ng/l;
 - (I) Dioxin: 0.000005 ng/l;
 - (J) Heptachlor: 0.08 ng/l;
 - (K) Hexachlorobutadiene: 0.44 ug/l;
 - (L) Polynuclear aromatic hydrocarbons (total of all PAHs): 2.8 ng/l;
 - (M) Tetrachloroethane (1,1,2,2): 0.17 ug/l;
 - (N) Tetrachloroethylene: 0.7 ug/l;
 - (O) Trichloroethylene: 2.5 ug/l; and
 - (P) Vinyl Chloride: 0.025 ug/l.

*History Note: Authority G.S. 143-214.1; 143-215.3(a)(1);
Eff. May 10, 1979;
Amended Eff. January 1, 2015; May 1, 2007; April 1, 2003; January 1, 1996; October 1, 1995.*



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:** 12/1/16

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 _____

Approval at work session - immediate action _____

Regular Board Meeting - Board Action (date of meeting should be filled in on line):

New Business 12/12/16

Information Only _____

Old Business _____

Consent Agenda _____

Public Hearing 12/12/16

Informal Discussion & Public Comment _____

Other Business _____

Summary of Information:

Public Hearing on 12/12/16

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



MEMORANDUM TO THE BOARD OF COMMISSIONERS – Public Hearing December 12, 2016

Request:

UDO Text
Amendment #16-12
To Establish an
Independent Board
of Adjustment

Prepared by:

Pamela Graham,
Planning Director

Description of Request

Aberdeen’s Board of Commissioners has determined that an independent Board of Adjustment will better serve the Town’s needs and has directed staff to follow through with this action. The Board of Commissioners currently serves in this role. The process includes an amendment to the Administrative Mechanisms Article of the UDO, as well as appointment by the Board of Commissioners of individuals to serve on the new board. The enclosed text amendment makes the necessary changes in the UDO to allow for the new board’s formation.

Procedural Issues

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

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

Following a recommendation to the Town Board for approval or denial of an application, the item will be scheduled for a public hearing where public input can be accepted by the Town Board in advance of a final decision. The central issue to be considered regarding amendments is whether the proposed amendment advances the public health, safety or welfare. The statement included with the Town Board’s decision on the amendment shall describe whether the action is consistent with adopted plans and explaining why the Board considers the action taken to be

reasonable and in the public interest. The decision is legislative in nature as opposed to quasi-judicial, and is not subject to judicial review.

Plan Consistency

The 2030 Land Development Plan adopted in 2005 lists as Goal #2: "To develop, adopt, and enforce well thought-out planning and land use control regulations". As the Board of Adjustment is involved in enforcement of town regulations in a consistent and defensible manner, the creation of an independent body to make these decisions advances Goal #2. *The proposed text amendment is consistent with plans adopted by the town.*

Recommendations and Suggested Motions

During their October 20, 2016 meeting, the Planning Board unanimously recommended approval of UDO #16-12. Staff recommends that the Board consider approval of the attached amendment draft and make the following motions:

Motion 1: UDO #16-12 is consistent with comprehensive plans that have been adopted by the Town of Aberdeen, or

UDO #16-12 is inconsistent with comprehensive plans that have been adopted by the Town of Aberdeen.

Indicate the applicable plan and briefly how the amendment is or is not consistent:
Staff recommendation: The amendment is consistent with the Land Development Plan's Goal #2.

Motion 2: UDO #16-12 is reasonable and in the public interest, or

UDO #16-12 is not reasonable and in the public interest.

Briefly explain why the amendment is or is not reasonable and in the public interest:
Staff recommendation: The amendment is reasonable and in the public interest in that it advances consistent and defensible decision making regarding town regulations.

Motion 3: The Town of Aberdeen Board of Commissioners (approves/denies) the following amendment to Town of Aberdeen UDO:

- Amend subsection 31.40 of the Aberdeen Code of Ordinances as indicated in the attached draft text amendment.
- Amend Article III, Part 2 of the Aberdeen UDO as indicated in the attached draft text amendment

Enclosures: UDO #16-12 Text Amendment Draft

AN ORDINANCE TO REESTABLISH AN INDEPENDENT ABERDEEN BOARD OF ADJUSTMENT

WHEREAS, in 2008 the Aberdeen Board of Commissioners disbanded the Aberdeen Board of Adjustment, and pursuant to N.C. Gen. Stat. § 160A-388(a), the powers of the Board of Adjustment were vested in the Board of Commissioners;

WHEREAS, the Board of Adjustment was disbanded because there was rarely a need for the Board to meet and because the Town was unable to secure enough volunteers to consistently maintain a quorum for the meetings of the Board; and

WHEREAS, the Town has grown significantly in recent years, and the number of issues requiring a Board of Adjustment has grown. For these reasons, the Board of Commissioners wishes to re-establish an independent Board of Adjustment.

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

Section 1. Aberdeen Code of Ordinances Section 31.40 is hereby repealed. That section shall now read as follows:

§ 31.40 Board of Adjustment.

[Repealed.]

~~The powers and duties of the Board of Adjustment shall be exercised by the Board of Commissioners, as provided in Section 31.10 through 30.15.~~

Section 2. Aberdeen Unified Development Ordinance Article III, Part 2, "Board of Adjustment," amended as follows:

Part 2. Board of Adjustment.

§ 152-29. Board of Adjustment.

~~The powers and duties of the Board of Adjustment shall be exercised by the Board of Commissioners. When the Board of Commissioners acts in its capacity as the Board of Adjustment, it shall be bound by and shall follow the requirements of this part. Pursuant to N.C.G.S. § 160A-388, there is hereby created a Board of Adjustment for the Town of Aberdeen with all the powers and authority granted to the Board by applicable law. The Board shall hear and decide all appeals, requests for variances and other matters delegated to it by the General Statutes that have not otherwise been assigned to another unit of the Town of Aberdeen.~~

§ 152-30. Composition, Terms, Appointments, Alternates and Attendance.

(A) **Composition.** The Board of Adjustment shall consist of ~~the five members of the Board of Commissioners. The mayor shall not be a member of the Board of Adjustment. The Mayor Pro Tempore shall serve as the Chairman of Board of Adjustment and shall preside over all meetings~~

of that board, five (5) regular members, and one (1) alternate members. Four (4) of the regular members shall reside within the corporate limits of the Town and shall be appointed by the Aberdeen Board of Commissioners. One (1) regular member shall reside within the extraterritorial jurisdiction of the Town and shall be appointed by the Moore County Board of Commissioners pursuant to G.S. § 160A-362. The alternate member may reside either within the corporate limits of the Town or within its extraterritorial jurisdiction and shall be appointed by the Aberdeen Board of Commissioners.

(B) Terms. Members of the Board of Adjustment shall be appointed for three-year staggered terms. For the purposes of the initial appointment only, two (2) members of the Board shall have terms of one (1) year, two (2) members shall have terms of two (2) years, and one member and the alternate shall have terms of three (3) years.

(C) The Alternate Member. The alternate may sit in lieu of either in-town or out-of-town members. When serving on behalf of any regular member, the alternate shall have all the powers and duties of a regular member.

(D) Attendance. Faithful attendance at the meetings of the Board is considered a prerequisite for maintenance of membership of the Board.

§ 152-31. Powers and Duties.

The Board of Adjustment shall have the following powers and duties:

(A) Appeals. To hear and decide appeals from decisions of the Land Use Administrator or his or her designee charged with enforcement of this chapter. To this end, the Board shall have all the powers of the officer from whom the appeal is taken. An appeal to the Board of Adjustment shall be conducted in accordance with the provisions of section 152-92, "Appeals." Pursuant to G.S. § 160A-388, the Board of Adjustment shall follow quasi-judicial procedures when deciding appeals.

(B) Variances. When unnecessary hardships would result from carrying out the strict letter of a zoning ordinance, the Board shall vary any of the provisions of the ordinance. Requests for variances shall be processed and considered in accordance with the provisions of section 152-93, "Variances." Pursuant to G.S. § 160A-388(a1), the Board of Adjustment shall follow quasi-judicial procedures when deciding requests for variances.

(C) Interpretations. The Board of Adjustment is authorized to interpret the zoning map and to pass upon disputed questions of lot lines or district boundary lines and similar questions in accordance with section 152-93, "Interpretations."

~~(D) Voting. The concurring vote of a majority of the members of the Board shall be necessary to reverse any order, requirement, decision, or determination of any administrative official charged with the enforcement of this chapter, or to decide in favor of the applicant any matter upon which it is required to pass under any ordinance. The concurring vote of four fifths of the members of the Board shall be necessary to grant a variance from the provisions of this chapter. For the purposes of this subsection, vacant positions on the Board of Adjustment and members~~

~~who are disqualified from voting shall not be considered "members of the board" for calculation of the requisite majority. A failure to vote by a member who is physically present at the Board meeting and who has not been recused or excused from the voting shall be recorded as an affirmative vote.~~

~~(E)~~(D) Oaths. The Chairman or any member temporarily acting as Chairman is authorized in his or her official capacity to administer oaths to witnesses in any matter coming before the Board.

~~(F)~~(E) Subpoenaing witnesses.

(1) Board Issued Subpoenas: The Board may subpoena witnesses and compel the production of evidence. The chair shall issue requested subpoenas he or she determines to be relevant, reasonable in nature and scope, and not oppressive. The chair shall rule on any motion to quash or modify a subpoena. Decisions regarding subpoenas made by the chair may be appealed to the full board of adjustment. If a person fails or refuses to obey a subpoena issued pursuant to this subsection, the Board or the party seeking the subpoena may apply to the General Court of Justice for an order requiring that its order be obeyed, and the court shall have jurisdiction to issue these orders after notice to all proper parties.

(2) Subpoenas Requested by Others: To request issuance of a subpoena, persons with standing under section 152-92(B), "Appeals," may make a written request to the chair explaining why it is necessary for certain witnesses or evidence to be compelled.

§ 152-32. Quorum and Voting.

(A) A quorum shall consist of a majority of the board membership, excluding vacant seats. A quorum is necessary for the board to take official action.

(B) A roll call vote shall be taken upon the request of any member.

(C) Extraterritorial members may vote on all matters considered by the Board of Adjustment, regardless of whether the property affected lies within or without the Town.

(D) The concurring vote of a majority of the members of the Board shall be necessary to reverse any order, requirement, decision, or determination of any administrative official charged with the enforcement of this chapter, or to decide in favor of the applicant any matter upon which it is required to pass under any ordinance.

(E) The concurring vote of four-fifths of the Board shall be necessary to grant a variance.

(F) A majority of the members shall be required to decide any other quasi-judicial matter or to determine an appeal made in the nature of certiorari.

(G) For the purposes of this section, vacant positions on the Board and members who are disqualified from voting shall not be considered "members of the board" for calculation of the

requisite majority. A failure to vote by a member who is physically present at the Board meeting and who has not been recused or excused from the voting shall be recorded as an affirmative vote.

§ 152-33. Meetings of the Board of Adjustment, Notice of Hearing.

(A) The Board shall establish a regular meeting schedule and shall meet frequently enough so that it can take action in conformity with Section 152-67, "Applications to be Processed Expeditiously."

(B) When the Board acts solely in its advisory capacity, it need not conduct its meetings (or portions of meetings) strictly in accordance with the quasi-judicial procedures set forth in Articles III, IV, V, and VI of this chapter. However, it shall conduct its meetings so as to obtain necessary information and to promote the full and free exchange of ideas.

(C) When the Board acts in a quasi-judicial capacity, it is required to observe the procedural requirements set forth in Article III, IV, V, and VI of this chapter.

(D) Minutes shall be kept of all Board proceedings.

(E) All Board meetings shall be open to the public, and whenever feasible the agenda for each Board meeting shall be made available in advance of the meeting.

§ 152-32~~4~~ through § 152-36 Reserved.

Section 3. All provisions of any town ordinance or resolution in conflict with this ordinance are repealed.

Section 4. This ordinance shall become effective upon adoption.

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

Ayes: _____

Noes: _____

Absent or Excused: _____

Dated: _____

Robert A. Farrell, Mayor

Attest:

Regina M. Rosy, Town Clerk



TOWN OF ABERDEEN AGENDA ITEM ACTION REQUEST FORM

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

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

Contact Phone # 4517 **Date Submitted:** 12/12/16

Agenda Item Title: Review and Appointment of Board of Adjustment Candidates

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>12/12/16</u>	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
Advisory Board Considerations
December 12, 2016

Applicant	BOA	Planning Board	ABC
Jennifer Bowles*	X		
Dell Crumpton	X		
Raymond Lee	X		
Bob Martin		X	
Betsy Mofield	X		
Johnny Ransdell	X		
Jonathan Rivenbark		X	
Andrea Stamm**	X	X	X
Dale Streicker	X		
Ron Utley***		X	X
Open Positions	6 (5 + Alternate)	1	1

*Jennifer has also expressed interest in the HPC (no current vacancies), the ABC (schedule conflict), and Parks & Rec Advisory Committee (potential vacancy tbd).

**Andrea Stamm has also expressed interest in the HPC (no current vacancies). She has recently confirmed her interest in the ABC with staff and has no conflicts with the mid-day meeting schedule.

***Ron Utley has also expressed interest in the HPC (no current vacancies).



MEMORANDUM TO THE BOARD OF COMMISSIONERS – December 12, 2016

Request:

Appointments to
The Board of
Adjustment

Prepared by:

Pamela Graham,
Planning Director

Description of Request

In response to the Town Board's decision to establish an independent Board of Adjustment (BOA), staff is pleased to offer the enclosed applications and support materials submitted to us by interested citizens.

The newly formed board will consist of five (5) regular members, one of which must reside within the extraterritorial jurisdiction (ETJ) of the Town, and one alternate member. The terms shall be three years, and initial appointments will have staggered terms to accomplish this with two (2) members having terms of one (1) year, two (2) members having terms of two (2) years, and one member and the alternate having terms of three (3) years.

The Board of Adjustment typically meets on an as-needed basis and staff recommends that this policy continue. A training session conducted by the town attorney will be arranged prior to hearing any cases, and additional support and training materials will be provided by staff.

The following individuals have submitted applications for this board. They are arranged in alphabetical order and a brief synopsis of their background is included.

1. **Jennifer Bowles** is an in-town resident currently employed in patient care and reception at Family Eye Care of the Carolinas. She is married to current Planning Board member Bryan Bowles and is a graduate of the Citizen's Academy Program. Jennifer also listed the BOA, HPC, and Malcolm Blue Farm Advisory Committee as areas in which she is interested in serving.
2. **Dell Crumpton** is an in-town resident and an instructor at Sandhills Community College. Dell currently serves on the Historic Preservation Commission (HPC) and is a graduate of the Citizen's Academy Program.
3. **Raymond Lee** is an in-town resident and college professor. Ray is currently the Chair of the Planning Board and is a graduate of the Citizen's Academy Program.

4. **Elizabeth Mofield** is an in-town resident and Director of Client Services with Clift Commercial Real Estate. Betsy has many years of service to Aberdeen as Mayor and Town Commissioner and currently serves on the Downtown Master Plan Task Force and the Parks & Recreation Advisory Committee.
5. **Johnny Ransdell** is the only ETJ representative that has submitted an application. Johnny is a Regional Coordinator with Volkert and a retired NCDOT Maintenance Engineer. Johnny was a recent past Chair of our Planning Board until exhausting two full terms.
6. **Andrea Stamm** is an in-town resident and is semi-retired with a background in medical services and real estate. Ms. Stamm has listed the BOA, Planning Board, HPC, and ABC as areas in which she is interested in serving. She is also under consideration for filling a vacancy on the ABC (Appearance & Beautification Commission) and Planning Board.
7. **Dale Streicker** is an in-town resident and is retired with an engineering background. Dale currently serves on the Appearance & Beautification Commission (ABC) and graduated from the first class of the Citizen's Academy Program.

Staff Recommendation

Staff recommends that the Board of Commissioners review the enclosed applications and consider making appointments during the 12/12 meeting.

Enclosures: Jennifer Bowles Advisory Board Application and Resume
Dell Crumpton Advisory Board Application and Resume
Raymond Lee Advisory Board Application and Curriculum Vitae
Elizabeth Mofield Advisory Board Application
Johnny Ransdell Advisory Board Application
Andrea Stamm Advisory Board Application and Resume
Dale Streicker Advisory Board Application and Bio

Town of Aberdeen
Advisory Board Appointment Application

The Town of Aberdeen encourages you to participate in local government by serving on one of the following advisory boards. The purpose of these boards is to assist the Town Commissioners in making effective decisions concerning local projects and issues affecting the quality of life of our community. If you are interested in being appointed, please complete this application and return it to *Town of Aberdeen, Regina Rosy, Town Clerk, P.O. Box 785, Aberdeen, NC 28315*. Your willingness to serve is greatly appreciated.

Please check area of interest below. You may mark more than one.

<input type="checkbox"/> Planning Board	<input checked="" type="checkbox"/> Appearance & Beautification Commission
<input checked="" type="checkbox"/> Historic Preservation Commission	<input checked="" type="checkbox"/> Malcolm Blue Farm Advisory Committee
<input type="checkbox"/> Parks & Recreation Advisory Committee	<input type="checkbox"/> Advisory Board _____
	<input checked="" type="checkbox"/> <i>Board of Adjustment</i>

NAME: Jennifer Bowles

ADDRESS: 700 E.L. Ives Drive
Aberdeen, NC 28315

EMAIL: jmfbowles@gmail.com

TELEPHONE: (HOME) 639-5403 (WORK) 692-2020

OCCUPATION: Patient Care/Reception

PAST OR CURRENT APPOINTMENT: _____

BACKGROUND AND QUALIFICATIONS: (Resume or biography may be attached)

See Attached Resume

SIGNATURE: *Jennifer Bowles* DATE: 9/26/2016

I reside Within Aberdeen's City Limits

This application is a public record and may be retained for two (2) years

Jennifer Bowles

700 E.L. Ives Drive, Aberdeen, NC, 28315

(910) 639-5403 ~ jmfbowles@gmail.com

Professional Experience

Family Eye Care of the Carolinas - Aberdeen, NC

Patient Care/Front Desk July 2013 - present

- Schedule appointments and check patients in and out
- Provide excellent customer service with both patients and customers in The Optical Shoppe

The Pilot - Southern Pines, NC

Advertising Representative/Customer Service June 1998 - May 2013

- Confer with customers to provide information about advertising, take or enter orders, cancel accounts, or obtain details of complaints.
- Solicit sales of new or additional services or products. Create designs, concepts, and sample layouts.
- Prepare and deliver sales presentations to new and existing customers

Legal Advertising January 2010 - December 2011

- Receive legal notices from law offices, towns, and individuals, schedule according to deadlines for publication, provide affidavits of publication.

Classified Advertising / Manager January 2008 - December 2009

- Resolve customer complaints regarding sales and service.
- Review reports to project sales and determine profitability.
- Monitor customer preferences to determine focus of sales efforts.

Education

Terry Sanford High School, Fayetteville, NC

High School Diploma, June 1992

- Student Council, Tri Chi Community Service Group, Spanish Club

Meredith College, Raleigh, NC

Completed coursework towards Political Science major, June 1994

Sandhills Community College, Pinehurst, NC

Completed coursework towards Political Science major, May 1998

- Student Government President, Honors Classes, Published & Edited Campus Newspaper, NC Comprehensive Community College Student Government Association (N4CSGA) Public Information Officer, N4CSGA Central Division Chair, Circle K (Kiwanis) Secretary

Social

First Baptist Southern Pines

Member since 2001

- Sonshine Learning Center Committee & Missions Committee
- Diaconate - Ordained Deacon 2013, chair of numerous committees
- Leader/Organizer of Operation In As Much and Operation Christmas Child Shoebox Collection

Town of Aberdeen Citizens Academy - Graduated 2015

Moore County Community Flea Market

- Organized and ran all aspects of booth rental and daily operations of 5 Flea Markets

Malcolm Blue Farm Historical Board

- Served on Board and helped to organize Malcolm Blue Farm Activities

Family Promise of Moore County

- Volunteered by cooking meals for families placed in the program
-

Town of Aberdeen Advisory Board Appointment Application

The Town of Aberdeen encourages you to participate in local government by serving on one of the following advisory boards. The purpose of these boards is to assist the Town Commissioners in making effective decisions concerning local projects and issues affecting the quality of life for our community. If you are interested in being appointed, please complete this application and return it to *Town of Aberdeen, Regina Rosy, Town Clerk, P.O. Box 785, Aberdeen, NC 28315*. To ensure that you will receive full consideration, please answer all items completely. Your willingness to serve is greatly appreciated.

Please check area of interest below. You may mark more than one.

<input type="checkbox"/> Planning Board	<input type="checkbox"/> Appearance & Beautification Commission
<input type="checkbox"/> Historic Preservation Commission	<input type="checkbox"/> Malcolm Blue Farm Advisory Committee
<input type="checkbox"/> Parks & Recreation Advisory Committee	X Board of Adjustment
<input type="checkbox"/> Other Board or Task Force as Needed	

NAME: Dell Crumpton

ADDRESS: 608 East Main Street
Aberdeen, N.C.

EMAIL: dellmonroe2002@yahoo.com

TELEPHONE: (HOME) 910-944-2567 (WORK) _____

OCCUPATION: Planning/Design, Educator, Pet Nutritionist/Auditor

PAST OR CURRENT APPOINTMENT(S): Historic Preservation Commission

BACKGROUND AND QUALIFICATIONS: (Resume or biography may be attached)
resume attached

WHY DO YOU WISH TO SERVE IN THIS CAPACITY? (Attach additional sheet if needed)

It is important that citizens are treated fairly and guidelines are followed in doing that. As a member of the Aberdeen Historic Preservation Commission I have a good understanding of hearing what the citizen is requesting in their COA and following the guidelines for approval. I also understand that each situation is different and some may take more time and sorting than others. But with understanding and communication an acceptable compromise is the goal. All this must be done in a diplomatic fashion, while following the request of the citizen and the guidelines and rules established by the Town of Aberdeen. It would be an honor to serve on the newly established Board of Adjustment.

SIGNATURE: Dell Monroe Crumpton DATE: October 17, 2016 *Dell Crumpton*

I reside Within Aberdeen's City Limits

Within Aberdeen's Extra-territorial Jurisdiction (ETJ)

This application is a public record and may be retained for two (2) years

DELL MONROE CRUMPTON

608 East Main Street
Aberdeen, North Carolina 28315
(910) 944-2567
dellmonroe2002@yahoo.com

- OBJECTIVE:** To obtain a position in Public Service using my skills and strengths to do something I enjoy in a pleasant work environment. My skills are depicted by my education and work experience. My strengths are leadership, listening, creating rapport with people of all ages, planning and organizing, all delivered with kindness. I am always willing to learn something new.
- EDUCATION:** **Sandhills Community College**, Pinehurst, NC (2008-2009)
Dedman Leadership Training, Vista I, iPod, Digital Camera
North Carolina State University, Raleigh, NC (1973-1977)
BA-Product Design in Environmental Design, Graphic Arts
Minor
Pincrest High School, Southern Pines, NC (1969-1973)
- WORK HISTORY:** **Sandhills Community College**, 3395 Airport Road,
Pinehurst, NC 28374, 910-695-3917, 910-723-3854 (9/2014-
present)
Instructor
Premium Retail Services, Inc., 618 Spirit Drive, Cheterfield,
MO 63005, (863)229-7400 (5/2014-present)
Pet Ambassador-Promote Proctor and Gamble pet products
Chuck Latham and Associates, 18403 Longs Way, Parker,
CO 80134, 720-851-1850 (2/2013-present)
Pet Nutrition Consultant-Communicate the benefits of Purina
Pro Plan pet food and increase sales
A Top Notch Learning, P.O. Box 9, Troy, NC, 910-572-2344
(September 2011-December 2011)
Tutor-Work with students to improve their levels of learning
Brainworks, P.O. Box 3529, Hickory, NC 28603, 910-476-
4594 (March 2011-May 2011)
Tutor-Work with students to improve their levels of learning
Academics Plus, Inc., 706 N. Berkeley Blvd., Goldsboro, NC
27534, 919-735-7587 (12/2010-3/2011)
Tutor- Work with students to improve their levels of learning
First Baptist Church of Aberdeen, 700 N. Sandhills Blvd.,
Aberdeen, NC 28315, 910-944-1421, (10/2009-11/2011)
part-time
Wee Learn Teacher in pre-kindergarten setting

Town of Aberdeen, Aberdeen, NC 28315 (8/2009-present)
part-time

Recreation Station Attendant-Assisting with facility rentals and programs, greeting the public, telephone receptionist
Nutro Products, 315 Cool Springs Blvd., Franklin, Tn. 37067
615-584-1890 (5/05 to 2/2013) part-time

Pet Nutrition Specialist-Communicate the benefits of Nutro.
Job ceased due to company restructuring.

Bethesda Preschool, 1007 Sandhills Blvd., Aberdeen, N.C.
28315, 910-944-1319 (12/03-7/2009) part-time

Preschool Administrator- Oversee enrollment, develop parental communication, plan and organize field trips, coordinate daily learning with teachers-Closed in July 2009

Moore County Schools, Carthage, N.C. (8/02-5/16) part-time
Substitute Teacher

Household Engineer-(11/93-8/02)

Stayed home with my three children to manage the home

The Courier Times, Inc., Roxboro, NC (5/86-11/93)

Newspaper Advertising Sales Representative- Increased advertising by nearly 200% from previous year

NC Press Association Awards:

1989 2nd Place; 1990 (2) 3rd Place; 1991 (2) Gold Star Awards; 1993 1st Place, Gold Star Award

Coble Printing Company, Oxford, NC (6/84-5/86)

Graphic Artist

Retail Detail, Inc., Birmingham, Michigan; Kerr

Company/PSI, Edgewater, Md., Marle, Fort Washington, Pa.

Merchandising Representative-(5/82-6/84)

Maintained displays and inventory

Self-employment-(9/81-6/85)

Floral Designer

Blue Cross Blue Shield of NC, Durham, NC (7/80-6/81)

Graphic Artist-Produced layouts for insurance handbooks

Belk Stores, Inc., Florence, SC (1/80-7/80)

Display Director-Designed storewide displays for new store

Roses Stores, Inc., Henderson, NC (7/77-1/80)

Store Planning Analyst-Developed floor plans and displays

Graphic Artist-Produced departmental layouts for entire store

OTHER:

Lifetime member of Girl Scouts of America
Former chair and current member Aberdeen Historic
Preservation Commission
Member Bethesda Presbyterian Church (former Deacon &
Elder)

REFERENCES:

Tom Cameron, 919-815-7443
Sherri Eason 334-268-8411
Nellie Wilcox, 602-690-3528
Sue Hudson, 910-633-8620
Misty Sasai, 703-965-2347
Anne McKeithen, 434-979-4479
Elizabeth Manley, 910-690-8699
Catherine Culler, 336-763-0441
Stan Teague, 704-400-3220
Dr. Holly Martin, 919-757-7241
Dr. Jessica Klenzak, 910-988-0172
Jamie Rohrbauck, 919-747-3294
Lynn Harvey mirlizon@aol.com

Town of Aberdeen
Advisory Board Appointment Application

The Town of Aberdeen encourages you to participate in local government by serving on one of the following advisory boards. The purpose of these boards is to assist the Town Commissioners in making effective decisions concerning local projects and issues affecting the quality of life for our community. If you are interested in being appointed, please complete this application and return it to *Town of Aberdeen, Regina Rosy, Town Clerk, P.O. Box 785, Aberdeen, NC 28315*. To ensure that you will receive full consideration, please answer all items completely. Your willingness to serve is greatly appreciated.

Please check area of interest below. You may mark more than one.

<input type="checkbox"/> Planning Board	<input type="checkbox"/> Appearance & Beautification Commission
<input type="checkbox"/> Historic Preservation Commission	<input type="checkbox"/> Malcolm Blue Farm Advisory Committee
<input type="checkbox"/> Parks & Recreation Advisory Committee	<input checked="" type="checkbox"/> Board of Adjustment
<input type="checkbox"/> Other Board or Task Force as Needed	

NAME: Raymond E. Lee

ADDRESS: 912 Glendale Drive
Aberdeen, NC 28315

EMAIL: raymond.lee@uncp.edu

TELEPHONE: (HOME) 910-944-7007 (WORK) 910-521-6309

OCCUPATION: College Professor

PAST OR CURRENT APPOINTMENT(S): Current member of the Planning Board

BACKGROUND AND QUALIFICATIONS: (Resume or biography may be attached)

Concerned resident of Aberdeen, CAP participant, Planning Board,
Member of the Zoning Board when I lived in Bridgewater New York.

WHY DO YOU WISH TO SERVE IN THIS CAPACITY? (Attach additional sheet if needed)

As a concerned citizen, I wish to support and aid both Aberdeen and our citizens.

SIGNATURE: Raymond E. Lee DATE: 30 Oct 2016

I reside Within Aberdeen's City Limits

Within Aberdeen's Extra-territorial Jurisdiction (ETJ)

This application is a public record and may be retained for two (2) years

Raymond E. Lee

912 Glendale Drive
Aberdeen, NC 28315

Phone (910) 521-6309 Fax (910) 522-5755

Email: raymond.lee@uncp.edu Online: <http://www.uncp.edu/home/lee>

EDUCATION:

Ph.D., Mathematics Education, American University, 1992.
M.Ed., West Virginia Wesleyan College, 1989.
B.S., Mathematics, West Virginia Wesleyan College, 1987.
Majors: Mathematics, General Science, and Education

Graduate Hours: 43 hours in Mathematics,
15 hours in Mathematics Education,
18 hours in Education,
18 hours in Educational Research.

Graduate Tools
of Research: 9 additional hours in Statistics and
12 additional hours in Computer Science.

PROFESSIONAL EXPERIENCE:

Associate Professor of Mathematics Education and Director of Graduate Mathematics Education
at The University of North Carolina at Pembroke, Pembroke NC (1996-Present)
Instructor of Mathematics, St. Andrews Presbyterian College, Laurinburg NC (2006-2014)
Assistant Professor of Mathematics, Utica College of Syracuse University, Utica NY (1992-96)
Instructor of Mathematics and Statistics, The American University, Washington DC (1991-92)
Lecturer of Mathematics and Statistics, The American University, Washington DC (1989-91)
High School Mathematics and Science Teacher, High School, Buckhannon WV (1988-89)
Substitute Teacher in the Middle and High Schools, Buckhannon WV (1987-88)

PROFESSIONAL MEMBERSHIPS:

Association of Mathematics Teacher Educators
National Council of Teachers of Mathematics
National Education Association
North Carolina Association of Mathematics Teacher Educators
North Carolina Council of Teachers of Mathematics

PUBLICATIONS OR CREATIVE PROFESSIONAL ACCOMPLISHMENTS:

- Publication: The Triangle Technique for Solving Direct Variation Problems, NCTM, Mathematics Teacher;
published in volume 96, number 6, pages 450-451
- Grant: Demana/Waits College Short Course Program in the amount of \$1000 for a one-day workshop to
implement the technology of the TI-92 graphing calculator into the classroom
- Grant: UNCP Faculty Research and Development Grants Program in the amount of \$260 for TI-92
calculator viewscreen and new PLUS module for use in the classroom
- Book Reviews Introduction to Statistical Reasoning, by Gary Smith
Elementary Statistics, A Step by Step Approach, by Allan Bluman
- Project Results: As a result of my involvement with the CCRCA project, the department received **thirty**
state-of-the-art Texas Instruments TI-92 graphing calculators for use by students

Raymond E. Lee

912 Glendale Drive
Aberdeen, NC 28315

Phone (910) 521-6309 Fax (910) 522-5755

Email: raymond.lee@uncp.edu Online: <http://www.uncp.edu/home/lee>

EDUCATION:

Ph.D., Mathematics Education, American University, 1992.
M.Ed., West Virginia Wesleyan College, 1989.
B.S., Mathematics, West Virginia Wesleyan College, 1987.
Majors: Mathematics, General Science, and Education

Graduate Hours: 43 hours in Mathematics,
15 hours in Mathematics Education,
18 hours in Education,
18 hours in Educational Research.

Graduate Tools
of Research: 9 additional hours in Statistics and
12 additional hours in Computer Science.

PROFESSIONAL EXPERIENCE:

Associate Professor of Mathematics Education and Director of Graduate Mathematics Education
at The University of North Carolina at Pembroke, Pembroke NC (1996-Present)
Instructor of Mathematics, St. Andrews Presbyterian College, Laurinburg NC (2006-2014)
Assistant Professor of Mathematics, Utica College of Syracuse University, Utica NY (1992-96)
Instructor of Mathematics and Statistics, The American University, Washington DC (1991-92)
Lecturer of Mathematics and Statistics, The American University, Washington DC (1989-91)
High School Mathematics and Science Teacher, High School, Buckhannon WV (1988-89)
Substitute Teacher in the Middle and High Schools, Buckhannon WV (1987-88)

PROFESSIONAL MEMBERSHIPS:

Association of Mathematics Teacher Educators
National Council of Teachers of Mathematics
National Education Association
North Carolina Association of Mathematics Teacher Educators
North Carolina Council of Teachers of Mathematics

PUBLICATIONS OR CREATIVE PROFESSIONAL ACCOMPLISHMENTS:

- Publication: The Triangle Technique for Solving Direct Variation Problems, NCTM, Mathematics Teacher; published in volume 96, number 6, pages 450-451
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Town of Aberdeen Advisory Board Appointment Application

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Please check area of interest below. You may mark more than one.

<input type="checkbox"/> Planning Board	<input type="checkbox"/> Appearance & Beautification Commission
<input type="checkbox"/> Historic Preservation Commission	<input type="checkbox"/> Malcolm Blue Farm Advisory Committee
<input type="checkbox"/> Parks & Recreation Advisory Committee	<input checked="" type="checkbox"/> Board of Adjustment
<input type="checkbox"/> Other Board or Task Force as Needed	

NAME: ELIZABETH B MOFIELD

ADDRESS: 716 N Poplar Street
ABERDEEN

EMAIL: bmofield@nc.rr.com

TELEPHONE: (HOME) 910 944-2541 (WORK) 910 695-1909

OCCUPATION: DIRECTOR OF CLIENT SERVICES

PAST OR CURRENT APPOINTMENT(S): ABERDEEN TASK FORCE

BACKGROUND AND QUALIFICATIONS: (Resume or biography may be attached)
Past Commissioner, Mayor, Lifelong lover of
All Things Aberdeen

WHY DO YOU WISH TO SERVE IN THIS CAPACITY? (Attach additional sheet if needed)
PLANNING and ZONING ARE the two most important
ISSUES A TOWN FACES

SIGNATURE: Elizabeth B Mofield DATE: 10/7/16

I reside Within Aberdeen's City Limits
 Within Aberdeen's Extra-territorial Jurisdiction (ETJ)

This application is a public record and may be retained for two (2) years

Town of Aberdeen Advisory Board Appointment Application

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<input type="checkbox"/> Planning Board	<input type="checkbox"/> Appearance & Beautification Commission
<input type="checkbox"/> Historic Preservation Commission	<input type="checkbox"/> Malcolm Blue Farm Advisory Committee
<input type="checkbox"/> Parks & Recreation Advisory Committee	<input checked="" type="checkbox"/> Board of Adjustment
<input type="checkbox"/> Other Board or Task Force as Needed	

NAME: JOHNNY RANSDALL
 ADDRESS: 12277 US HWY 15-501 SOUTH
ABERDEEN, NC 28315
 EMAIL: johnnyransdell@gmail.com
 TELEPHONE: (HOME) 910-639-3564 (WORK) 910-639-3564
 OCCUPATION: REGIONAL COORDINATOR VOLKERT/NC DOT OUTDOOR
ADVERTISING PROGRAM. RETIRED NC DOT MAINT. ENGINEER
 PAST OR CURRENT APPOINTMENT(S): PLANNING BOARD

BACKGROUND AND QUALIFICATIONS: (Resume or biography may be attached)

BA UNC-CHAPEL HILL, STUDIED ENGINEERING NCSU, NC DOT
(ASST. DIST. ENGINEER, CO. MAINT. ENGINEER, TRAINING & DEVELOPMENT
ENGINEER, CONSTRUCTION ADMINISTRATION/INSPECTION)

WHY DO YOU WISH TO SERVE IN THIS CAPACITY? (Attach additional sheet if needed)

TO PARTICIPATE IN THE ACTIVITIES AND GOVERNMENT
OF MY COMMUNITY AND FULFILL MY RESPONSIBILITIES AS
A MEMBER OF THAT COMMUNITY.

SIGNATURE: Johnny Ransdall DATE: 10/19/2016

I reside Within Aberdeen's City Limits

Within Aberdeen's Extra-territorial Jurisdiction (ETJ)

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Town of Aberdeen Advisory Board Appointment Application

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Please check area of interest below. You may mark more than one.

<input checked="" type="checkbox"/> Planning Board	<input checked="" type="checkbox"/> Appearance & Beautification Commission
<input checked="" type="checkbox"/> Historic Preservation Commission	<input type="checkbox"/> Malcolm Blue Farm Advisory Committee
<input type="checkbox"/> Parks & Recreation Advisory Committee	<input checked="" type="checkbox"/> Board of Adjustment
<input checked="" type="checkbox"/> Other Board or Task Force as Needed	

NAME: Andrea Stamm

ADDRESS: 1211 Bethesda road
Aberdeen, NC, 28315

EMAIL: andreavandekleut@gmail.com

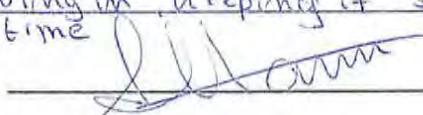
TELEPHONE: (HOME) 910-725-2030 (WORK) 910-751-8854

OCCUPATION: semi retired

PAST OR CURRENT APPOINTMENT(S): none

BACKGROUND AND QUALIFICATIONS: (Resume or biography may be attached)
please see attached resume

WHY DO YOU WISH TO SERVE IN THIS CAPACITY? (Attach additional sheet if needed)
as a semi retiree I would like to "give back" to the town
i love living in keeping it safe, efficient and growing at the
same time

SIGNATURE:  DATE: Oct-3-2016

- I reside Within Aberdeen's City Limits
 Within Aberdeen's Extra-territorial Jurisdiction (ETJ)

This application is a public record and may be retained for two (2) years

RESUME

Andrea Stamm

1211 Bethesda Road
Aberdeen, NC 28315
910-751-8854 (cell) / 910-725-2030(H)
Fax: 1-801-315-7953

Objective:

To secure a part time or full time position, utilizing my administrative, office , retail, ware house, management skills, and health care experience. With my intra personal skills, computer knowledge, and my life experience and specialized training, I am confident this will be possible.

Education :

Sandhills community college, continuing education. NC ,
Phlebotomy.

Sandhills community College , NC, certificate of completion
Administrative Medical Assistant.

Monk real estate school, Real Estate Broker Fayetteville , NC, 2006,
Licensure via State exam .

Lawrence North HS, Indpls. IN, diploma 1986

Grotius College , Holland, Europe, 1978

Language's ./ Dutch, German, Basic French ,English
Minor :/Biology

Henricus M.A.V.O. Heerlen, The Netherlands (High School)Diploma 1972/1976,

Special training:

Diploma ,Animal first aid, Care, 03-2009 - Euro group for Animal welfare and
WSPA.(world society for the Protection of Animals).

Small fire fighting, Evacuation/Crowd control

Phlebotomy, First Aid , CPR.

Tri-lingual: Dutch, German, Basic French, English

General Office duties : answer phone's prepare appointments ,receive public , light book
keeping, payment taking, other general office work.

Windows, word, x-cell, PP. Intro: website maintenance and updating.

Excellent driving record .

Recent work history:

The following were performed on assignment with, "Express Temp pro's "Sanford
From 06/2014 -to - 07/2016.

- 1, Warehouse work: labeling containers and boxes for shipping. (Pinebluff)
- 2,. Lee county animal welfare and shelter as a front desk person/receptionist(Sanford)
3. Hospital medical records attendant, search ,retrieve, file records(Sanford)

Work history, add'l

2013-2014: specimen processor,/ med asst. assigned to Pinehurst clinic

2010 to July of 2012, Liberty home care , (business closed in July 2012)

Sept.2006 to Nov 2008 real estate broker/agent.

2007 to 2009 Handled geriatric service's for Liberty home care

In real estate, I have recommendations from former clients , to attest to my customer service and knowledge in complicated situations. 2 Times "open house" award winner .while working as an independent agent for Weichert realtors, I also worked part time in the home health industry.

Experience:

Experience in a medical environment:

I have worked in a Pinehurst mental health clinic , making and changing appointments, assist patient on the phone, and was trained as the medical tech back up.

As a phlebotomist/ insurance examiner I worked with a portable 12 lead EKG machine, CPR certified , Phlebotomist, EKG,

Cash /Credit handling experience , as a cashier in retail and medical office settings

Supervision: supervised 13 employee's in an office setting.

Teaching/Instruction: I taught all my new assistants in an D.O.D. civilian setting
office worker, can operate all standard office equipment.

Personal vehicle and small van driver, excellent record, automatic and stick shift.

Office Technology:

Demonstrated office skills and competency with former employers;

Word processing (30 wpm), Record keeping, Correspondence, telephone answering
Data Entry, E-Mail/ Internet , Real estate sales /closings

Fluent in German, Dutch, basic French,

Other variety of duties include; Telephone and front desk duties, maintenance and small repair of office equipment, Ordering and picking up supplies for the office. Good people skills of all cultures. Record keeping, appointment setting, and other daily office duties.

Was appointed first responder and "key person" in an office setting,(2001/2004).

Employment gap's are mostly the time's I moved to and from other continents, this was to further my husbands career as a professional military person in the US Army or as a D.O.D Civilian employee.

I have been in the area of Pinehurst/Southern Pines/ Aberdeen NC, for well over 12 years and plan to stay here throughout my working life, or, if my new employer will relocate me to further my career, and to the advancement of his/her office(s), I shall have no objections.

Town of Aberdeen Advisory Board Appointment Application

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Please check area of interest below. You may mark more than one.

<input type="checkbox"/> Planning Board	<input checked="" type="checkbox"/> Appearance & Beautification Commission
<input type="checkbox"/> Historic Preservation Commission	<input type="checkbox"/> Malcolm Blue Farm Advisory Committee
<input type="checkbox"/> Parks & Recreation Advisory Committee	<input checked="" type="checkbox"/> Board of Adjustment
<input type="checkbox"/> Other Board or Task Force as Needed	

NAME:

ADDRESS:

S	Dale Streicker 118 Michael Ln Aberdeen, NC 28315-2223
---	--

EMAIL:

DALE1@NC.RR.COM

TELEPHONE: (HOME)

910-944-3999 ^{CP} (WORK) 910-610-5609

OCCUPATION:

RETIRED, US GOV'T, UTILITIES, ENGR, FOREMAN

PAST OR CURRENT APPOINTMENT(S):

Appearance & Beautification Com

BACKGROUND AND QUALIFICATIONS: (Resume or biography may be attached)

41 YEARS IN H.V.A.C., POWER PLANTS, GENERATOR, STEAM, WATER SYSTEMS, PLANT DESIGNS, ASSOCIATE DEGREE IN MECHANICAL, ENGINEERING

WHY DO YOU WISH TO SERVE IN THIS CAPACITY? (Attach additional sheet if needed)

COULD BE HELPFUL ON COMMITTEE

SIGNATURE:

Dale Streicker DATE: 10-8-16

I reside

Within Aberdeen's City Limits

Within Aberdeen's Extra-territorial Jurisdiction (ETJ)

This application is a public record and may be retained for two (2) years

Dale Streicker
118 Michael Lane
Aberdeen, NC 28315

Retired with 41 years of a wide range of experience including service in the Air Force, Licensed Detective in the Retail Industry, Utility Engineering Foreman, and Facilities Engineer Manager at the Smithsonian. Have retired to Aberdeen and love it here. Former participant in the Citizen's Academy Program (1st class) and currently serve on the Appearance & Beautification Commission.

I believe my background can be helpful to the Board of Adjustment.



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:** 12/1/16

Agenda Item Title: Appointment to Planning Board

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>12/12/16</u>	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 – December 12, 2016 Work Session

Description of Request

Request:

Appointment to the
Planning Board

Prepared by:

Pamela Graham,
Planning Director

Staff is saddened by the need to fill a Planning Board seat that was vacated by the unfortunate passing of Richard Gergle in October. Richard brought a great insight and thoughtfulness to the Planning Board's deliberations with a distinct disinterest in following the status quo if a better solution could be found. Richard felt strongly, and rightly, that the work the Planning Board performs is important and meaningful. His contribution to their efforts and to the Planning Department will be missed.

Staff has received four applications from citizens who are interested in serving in this role. An alphabetical list of names with a brief summary of their background is below.

1. **Robert Martin**, a Vietnam Veteran, is a retired in-town resident with an extensive background in secondary education and corporation management. Bob has recently renewed an application that was originally submitted in 2011; staff has confirmed that his interest in serving is still strong. Bob currently volunteers at the Union Station Museum and recently reaffirmed his application with the Town that has been on file since 2011.
2. **Jonathan Rivenbark** is an in-town resident and Wounded Warrior military retiree. Jonathan currently serves on the Parks and Recreation Advisory Committee.
3. **Andrea Stamm** is an in-town resident and is semi-retired with a background in medical services and real estate. Ms. Stamm has listed the Planning Board, Board of Adjustment, and HPC as areas in which she is interested in serving.
4. **Ron Utley** is an in-town resident and is retired with a background in real estate investment. Mr. Utley currently serves as an In-Town Alternate on the Planning Board.

The Planning Board meets on the third Thursday of each month at Town Hall at 6:00 p.m. The Board of Commissioners is responsible for appointing persons to the Planning Board, a seven member board with two alternate seats. One regular and one alternate member must reside in the extra-territorial jurisdiction (ETJ). The Planning Board is an advisory body to the Town Board and deals with land use, zoning and development issues. They also make quasi-judicial decisions on Special Use applications.

The current composition and term expiration dates of the Planning Board representatives are as follows. The UDO provides for three (3) year terms with Board Members restricted to two full terms. The appointment will be for a partial term scheduled to expire in June of 2017. A reappointment may be made at that time at the discretion of the Town Board.

- | | |
|--|--|
| 1. Raymond Lee (Chair)
June 2017
In-Town | 2. Bryan Bowles (Vice Chair)
June 2018
In-Town |
| 3. Tim Marcham
June 2018
In-town | 4. Janet Peele
June 2017
In-town |
| 5. Bill Prevatte
June 2019
In-town | 6. Heidi Whitescarver
June 2019
ETJ |
| 7. Vacant
June 2017
In-town | 8. Ron Utley (Alternate)
June 2017
In-town |
| 9. Vacant (Alternate)
ETJ | |

At this time, there are no qualified applicants to consider for the ETJ alternate.

Staff Recommendation

Staff recommends that the Board of Commissioners review the enclosed applications and consider making an appointment to fill Richard Gergle's seat during the 12/12 meeting.

Enclosures: Robert Martin Advisory Board Application and Curriculum Vitae
Jonathan Rivenbark Advisory Board Application and Bio
Andrea Stamm Advisory Board Application and Resume
Ron Utley Advisory Board Application

Town of Aberdeen
Advisory Board Appointment Application

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Please check area of interest below. You may mark more than one.

<input checked="" type="checkbox"/> Planning Board	<input type="checkbox"/> Board of Adjustment
<input type="checkbox"/> Historic Preservation Commission	<input type="checkbox"/> Appearance and Beautification Commission

NAME: Robert R. Martin

ADDRESS: 113 Walkabout Drive
Aberdeen, NC 28315

TELEPHONE: (HOME) 910-757-0161 (WORK) _____

OCCUPATION: IT

PAST OR CURRENT APPOINTMENT: Union Station Museum

BACKGROUND AND QUALIFICATIONS: (Resume or biography may be attached)

Over 40 years experience in the areas of Systems
Analysis, Project Management, and Operations.

SIGNATURE: _____ DATE: 6-8-2011

I reside Within City Limits In the Extra-Territorial Jurisdiction

This application is a public record and may be retained for two (2) years

Curriculum Vitae
Robert R. Martin
113 Walkabout Drive
Aberdeen, North Carolina 28315
(910) 757-0161
Email **Bobm@juno.com**

OBJECTIVE:

Town of Aberdeen Committee Member, Planning Board

ACADEMIC PREPARATION:

M.B.A., New York Institute of Technology, Old Westbury, New York, 1991
Concentrations: Business Management

B.S., New York Institute of Technology, Old Westbury, New York, 1984
Concentrations: Business Management

A.A.S., Suffolk County Community College Selden, New York, 1980
Concentrations: Business Administration

C.N.A., Island Drafting & Technical Institute, Amityville, New York, 1995
Certifications: NOVELL Administration

Quality Facilitator, Organizational Dynamics Inc, Burlington, Massachusetts, 1990
Certifications: Total Quality Management, Action Teams, Benchmarking,
Work Process Management

SUPPLEMENTAL EDUCATION:

Citizens Academy, Aberdeen, North Carolina, 2010
Areas of study: Town Government Operations

CENGAGE Learning, Florence, Kentucky, 2008
Areas of study: Microsoft Office 2007

I.B.M. Systems Science Institute, New York, New York, 1982
Areas of study: Operations Management, Change Management

Programming and Systems Institute, Bayshore, New York, 1968
Areas of study: Data Processing and Computer Programming

Grumman Data Systems Training Institute, Bethpage, New York, 1968 - 1995
Areas of study: ADA Program Language, "C" Program Language, VS2/JCL,
JCL Standards, Technical Writing, LOTUS, Management
Information Systems (MIS), Local Area Networks, Basic
Blueprint Reading, Building Internets with NetWare, Statistical
Process Control (SPC)

Curriculum Vitae Robert R. Martin

RESEARCH SKILLS:

- Utilized SPC (Boeing) extensively
- Utilized Benchmarking techniques for two employers

PROFESSIONAL EXPERIENCE:

Dowling College, Oakdale, New York

2007 - 2009

Assistant Professor – Part Time (Graduate and Undergraduate Programs)

Responsible for creating the syllabus, classroom instruction, exams, term papers, and student guidance for the following courses:

- Computer Concepts (CIS 1100)
- Information Technology for Managers (CIS 6261)

Briarcliffe College, Patchogue, New York

2005 – 2009

Adjunct Professor – Part Time

Responsible for creating the course outline, classroom and hybrid instruction, exams, term papers, and student guidance for the following courses:

- Business Communications (BA 100)
- Principles of Business (BA 101)
- Small Business Management (BA 113)
- Introduction to Computers (BA 129)
- Visual Communications (BA 230)
- Management Information Systems Concepts (BA 321)
- Operations Management (BA 424)
- Word Processing With Microcomputers (OT 102)
- Keyboarding I (OT 104)
- Keyboarding II (OT 205)

Brinkmann True Value Hardware, Sayville, New York 2001 - 2002 & 2004 - 2009

Store Clerk – Part Time

General Customer Service, Inventory Control, Re-stocking shelves, Unloading delivery trucks, and Home repair advice.

Curriculum Vitae Robert R. Martin

PROFESSIONAL EXPERIENCE – Continued

Katharine Gibbs School, Melville, New York

2003 - 2008

Associate Professor – Part Time

Responsible for creating the Master Course Outline, classroom instruction, exams, term papers, and student guidance for the following courses:

- Customer Technical Support (PD 134)
- E-Commerce (BS 121)
- Introduction to Computers (TC 101)
- Introduction to PC Operating Systems (TC 105)
- Keyboarding III with MS WORD (KY 103)
- Software Applications (TC 109)

St. Joseph's College, Patchogue, New York

2002 - 2004

Instructor/Lecturer – Part Time

Responsible for creating the syllabus, classroom instruction, exams, term papers, independent component, and student guidance for the following courses:

- The Process of Management (BUS 100).
- Problem Solving for Professionals (GS 401)

PCI Group Inc, Hauppauge, New York

2002 - 2003

Quality Control Manager

Responsible for Quality Control Department assuring letter quality for a small direct mail company

- Verified Computer Room and Letter Shop output of 200,000 pieces daily.
- Documented all Quality Control and Inventory Control departmental procedures.
- Facilitated a team that created a formal Job Migration to Production process.
- Initiated and chaired Daily Status meetings that improved operational communications.

Output Technology Solutions, Melville, New York

2000 - 2001

Systems and Communications Manager

Responsible for a national distributed print network with 14 vendor print sites. This Windows NT based print network handled Stock Trade Confirmations and investment inquiry fulfillment with a staff of three.

- Routed, tracked, and balanced a daily volume of 400,000 to 600,000 Stock Confirmations and 3,000 to 4,000 investment inquires
- Documented all department procedures in preparation for an ISO 9000 certification

Curriculum Vitae Robert R. Martin

PROFESSIONAL EXPERIENCE – Continued

ADP/Dealer Services, Amityville, New York and Rockville, Maryland **1996 - 2000**

Quality Assurance Manager

Wrote all QA Plans and performed software testing for new/modified products at ADP/Hayes-Ligon. Performed QA reviews of all project & job migration to production. Wrote and maintained all operational documentation. Scheduled all processing for ADP/Computer Care Business Systems running on a RS/6000 UNIX platform. Controlled Computer Operations, Help Desk, Network Administration, and the Production Support Group

- Initiated and chaired Daily Status meetings that improved operational communications.
- Trained team leaders and facilitated four Process Master Teams, creating Oracle based business flow requirements for ADP/Computer Care.
- Led a Process Master Team that established the Quality Assurance process at ADP/Hayes-Ligon
- Implemented quality control procedures that eliminated incorrect mailings and improved customer satisfaction.
- Created and maintained the ADP/Computer Care Intranet online documentation system.
- Coordinated, implemented, and tracked all Year 2000 activities for ADP/Computer Care with zero defects.
- As Operations Manager, upgraded printers to improve throughput by 80%.

GAP Instrument Corporation, Yaphank, New York **1995 - 1996**

Operations Manager

Maintained the productive utilization of all hardware, software, and staff to support a startup EDI Value Added Network (VAN) based on Windows NT software.

- Created an organization to support a startup company.
- Implemented a Customer Service group to respond to new customer inquiries
- Delivered, installed, and maintained hardware and software at customer locations.
- Wrote all operational documentation and procedures.
- Trained new customers on product usage.
- Performed testing and Quality Assurance on modified software

Curriculum Vitae Robert R. Martin

PROFESSIONAL EXPERIENCE – Continued

Grumman Corporation/Data Systems Division, Bethpage, New York 1970 - 1995

Began as a computer operator and advanced through 12 staff and management promotions to the level of Manager of Production Control and Scheduling.

Manager/Production Control and Scheduling 1990 - 1995

Scheduled, controlled, and processed all Grumman Corporation Business Systems. Evaluated, recommended, and implemented, all software, hardware, and office procedures to improve productivity and customer service. Defined objectives and directed resources required to maintain schedules within a multi-shift environment.

- Enhanced staff operational efficiency by 50% without customer impact.
- Managed the Production Center Help Desk, handling 200+ calls per week
- Chaired the Change Management Implementation Board averaging 5 major system upgrades per month
- Revamped operating procedures, reducing a 3-shift operation to 2 shifts, with no impact to production.
- Established and monitored the financial goals, plans, and budgets needed to operate a department consisting of 30 people, over 150 business systems, and a \$1.8 million budget in successfully attaining corporate objectives.
- Facilitated 12 Quality teams in addition to leading 6 teams in achieving \$3.1 million in cost savings.
- Instructed Total Quality Awareness (TQA) and Team Leader courses covering 214 hours
- Attained corporate recognition in Quality by generating a savings of \$1.2 million, reducing labor by 40,000 hours, and reducing defect rates by 51%.

Manager/Computer Operations 1988 - 1990

Maintained the productive utilization of all computer equipment and material resources. Processed all Grumman business systems within a multi-shift, seven-day week environment

- Designed the curriculum and instructed classes in Quality Workgroup Team Leadership
- Directed and developed a staff of 80 people with an operating budget of \$4.8 million.
- Achieved budget under-runs of 30% while increasing staff efficiency by 20% annually.
- Controlled three large IBM and AMDAHL mainframes and three VAX mid-range systems.
- Managed a 2,000 call-per-week Online Systems Customer Service Group

Curriculum Vitae Robert R. Martin

PROFESSIONAL EXPERIENCE – Continued

Grumman Corporation/Data Systems Division - Continued

Systems Analyst/Project Manager 1984 - 1988

Conducted the evaluation, design, and quality assurance of all new work entering the production environment. Assured data base integrity, provided technical assistance, and trained analysts.

- Designed the curriculum and instructed classes in JCL, ROSCOE, and PC/DOS
- Created and implemented a change control process that reduced cycle time by 75%
- Designed and distributed a Change Control Pocket Guide for application developers.
- Led a data processing conversion project in migrating all business systems into a VM DOS/CICS operation environment

Supervisor, Technical Control/Technical Analyst/Computer Operator 1970 - 1984

Performed batch job troubleshooting, Job Control Language (JCL) debugging, IMS/Data Base Management & Recovery, micro-scheduling, and workload balancing.

- Processed over 9,000 jobs per week with a staff of 15 people

United States Army

1968 - 1970

Specialist 4th Class

Decorated veteran with one year of combat service in the Republic of South Vietnam
Honorable Discharge with the following awards:

- Two Bronze Stars (one with "V" device)
- Purple Heart
- Combat Air Metal
- Combat Infantryman's Badge
- Good Conduct Metal
- Vietnam Campaign Ribbons
- National Defense Ribbon

Grumman Aircraft Engineering Corporation

1966 - 1968

Jig Leader/Airframe Assembler

Fabricated minor, major, and final assemblies for both military and commercial aircraft

- Directed the daily assignments for a crew of three
- Performed skin repairs for damaged aircraft

Curriculum Vitae Robert R. Martin

PUBLICATIONS:

Contributing Author: Ward, John, Editor (1985), *The Backyard Builder*, Rodale Press

PROFESSIONAL MEMBERSHIPS:

Disabled American Veterans: Past Chapter Public Relations Officer, Life Member

Delta Raiders of Vietnam, Life member in good standing

Association of Dowling Adjuncts: Retired member in good standing in 2009

VOLUNTEER ACTIVITIES:

Malcolm Blue Farm Historical Society, Board of Directors 2010 – Present
100 East Main Street, Aberdeen, North Carolina 28315

- Chair of the Building and Grounds Committee
- Staffs Museum and performs tour guide functions

Union Station Railroad Museum, Assistant-Curator 2010 - Present
1177 Bethesda Road, P.O. Box 603, Aberdeen, North Carolina 28315

- Staffs Museum and performs tour guide functions
- Authored and implemented the *Volunteer's Handbook* effective May 2011

HONORS AND AWARDS:

Quality Action Team of the Year: Grumman Corporation – 1990

Project Sterling Award: Grumman Corporation - 1982

Town of Aberdeen
Advisory Board Appointment Application

The Town of Aberdeen encourages you to participate in local government by serving on one of the following advisory boards. The purpose of these boards is to assist the Town Commissioners in making effective decisions concerning local projects and issues affecting the quality of life for our community. If you are interested in being appointed, please complete this application and return it to *Town of Aberdeen, Regina Rosy, Town Clerk, P.O. Box 785, Aberdeen, NC 28315*. To ensure that you will receive full consideration, please answer all items completely. Your willingness to serve is greatly appreciated.

Please check area of interest below. You may mark more than one.

<input checked="" type="checkbox"/> Planning Board	<input type="checkbox"/> Appearance & Beautification Commission
<input type="checkbox"/> Historic Preservation Commission	<input type="checkbox"/> Malcolm Blue Farm Advisory Committee
<input type="checkbox"/> Parks & Recreation Advisory Committee	<input type="checkbox"/> Board of Adjustment
<input type="checkbox"/> Other Board or Task Force as Needed	

NAME: Jonathan Rivenbark

ADDRESS: 380 Kerr Lake Rd. Aberdeen, NC, 28315

EMAIL: rivenbark1@hotmail.com

TELEPHONE: (HOME) 910-637-0164 (WORK) 910-977-9199

OCCUPATION: Retired (WOUNDED WARRIOR)

PAST OR CURRENT APPOINTMENT(S): Parks and Recreation Advisory Committee

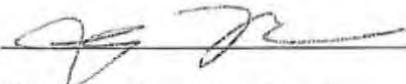
BACKGROUND AND QUALIFICATIONS: (Resume or biography may be attached)

(Pls see resume on file)

WHY DO YOU WISH TO SERVE IN THIS CAPACITY? (Attach additional sheet if needed)

As a new resident in town, I am interested in helping and being a part of Aberdeen as it grows and expands.

The future of Aberdeen is important to me, and I am proud to be here.

SIGNATURE:  DATE: 14/NOV/2016

I reside Within Aberdeen's City Limits

Within Aberdeen's Extra-territorial Jurisdiction (ETJ)

This application is a public record and may be retained for two (2) years

SGT (Ret) JONATHAN RIVENBARK, US Army

Was born in Wilmington, NC in 1989. Grew up in Eastern North Carolina, where most of my childhood was spent in group homes and foster care. Enjoyed reading books, was outstanding swimmer. Always wanted to serve and protect my country. Dreamed of being one of the best – Delta force. Shortly after exiting foster care finally had the opportunity to live out my dream of serving my country.

In July 2009 joined the Army as an Airborne infantryman stationed at Fort Bragg, NC. Shortly after arriving in 2010 was sent to Afghanistan for my first deployment.

In 2012 was sent to Afghanistan for my second deployment. We experienced almost daily explosions and firefights during 2nd deployment. In July of 2012 an ambush from three sides left me with 4 machine gunshot wounds. The rounds went through both of my legs resulting in severe bone, soft tissue and nerve damage, causing significant and permanent functional damage. Despite my injuries I kept fighting. Was later evacuated for medical treatment.

Have been in rehabilitation at Womack Army Medical Center, Walter Reed Army Medical Center, and Center for the Intrepid at Brooke Army Medical Center.

My wife – Yulia – has been by my side through the entire journey. We live in Legacy Lakes, Aberdeen, NC.

Service related Medals, Awards and Commendations:

Purple Heart, Afghanistan Campaign Medal w/2 campaign stars (2nd award), Army Commendation Medal, Army Achievement Medal (2nd award), Army Good Conduct Medal, National Defense Service Medal, Global War on Terrorism Service Medal, Army service Ribbon, NATO Medal, Combat Infantryman Badge, Parachutist Badge, Driver and Mechanic Badge

Town of Aberdeen
Advisory Board Appointment Application

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Please check area of interest below. You may mark more than one.

<input checked="" type="checkbox"/> Planning Board	<input checked="" type="checkbox"/> Appearance & Beautification Commission
<input checked="" type="checkbox"/> Historic Preservation Commission	<input type="checkbox"/> Malcolm Blue Farm Advisory Committee
<input type="checkbox"/> Parks & Recreation Advisory Committee	<input checked="" type="checkbox"/> Board of Adjustment
<input checked="" type="checkbox"/> Other Board or Task Force as Needed	

NAME: Andrea Stamm

ADDRESS: 1211 Bethesda road
Aberdeen, NC, 28315

EMAIL: andreavandekleut@gmail.com

TELEPHONE: (HOME) 910-725-2030 (WORK) 910-751-8854

OCCUPATION: semi retired

PAST OR CURRENT APPOINTMENT(S): none

BACKGROUND AND QUALIFICATIONS: (Resume or biography may be attached)
please see attached resume

WHY DO YOU WISH TO SERVE IN THIS CAPACITY? (Attach additional sheet if needed)
As a semi retiree I would like to "give back" to the town
I love living in. Keeping it safe efficient and growing at the
same time

SIGNATURE: *Andrea Stamm* DATE: Oct. 3 - 2016

- I reside Within Aberdeen's City Limits
 Within Aberdeen's Extra-territorial Jurisdiction (ETJ)

This application is a public record and may be retained for two (2) years

RESUME

Andrea Stamm

1211 Bethesda Road
Aberdeen, NC 28315
910-751-8854 (cell) / 910-725-2030(H)
Fax: 1-801-315-7953

Objective:

To secure a part time or full time position, utilizing my administrative, office , retail, ware house, management skills, and health care experience. With my intra personal skills, computer knowledge, and my life experience and specialized training, I am confident this will be possible.

Education :

Sandhills community college, continuing education. NC ,
Phlebotomy.

Sandhills community College , NC, certificate of completion
Administrative Medical Assistant.

Monk real estate school, Real Estate Broker Fayetteville , NC, 2006,
Licensure via State exam .

Lawrence North HS, Indpls. IN, diploma 1986

Grotius College , Holland, Europe,1978

Language's ./ Dutch, German, Basic French ,English
Minor :/Biology

Henricus M.A.V.O. Heerlen, The Netherlands (High School)Diploma1972/1976,

Special training:

Diploma ,Animal first aid, Care, 03-2009 - Euro group for Animal welfare and
WSPA.(world society for the Protection of Animals).

Small fire fighting, Evacuation/Crowd control

Phlebotomy, First Aid, CPR.

Tri-lingual: Dutch, German, Basic French, English

General Office duties : answer phone's prepare appointments ,receive public , light book
keeping, payment taking, other general office work.

Windows, word, x-cell, PP, Intro: website maintenance and updating.
Excellent driving record .

Recent work history:

The following were performed on assignment with, "Express Temp pro's "Sanford
From 06/2014 -to - 07/2016.

- 1, Warehouse work: labeling containers and boxes for shipping. (Pinebluff)
- 2., Lee county animal welfare and shelter as a front desk person/receptionist(Sanford)
3. Hospital medical records attendant, search ,retrieve, file records(Sanford)

Work history, add'l

2013-2014: specimen processor,/ med asst. assigned to Pinehurst clinic

2010 to July of 2012, Liberty home care , (business closed in July 2012)

Sept.2006 to Nov 2008 real estate broker/agent.

2007 to 2009 Handled geriatric service's for Liberty home care

In real estate, I have recommendations from former clients , to attest to my customer service and knowledge in complicated situations. 2 Times "open house" award winner .while working as an independent agent for Weichert realtors, I also worked part time in the home health industry.

Experience:

Experience in a medical environment:

I have worked in a Pinehurst mental health clinic , making and changing appointments, assist patient on the phone, and was trained as the medical tech back up.

As a phlebotomist/ insurance examiner I worked with a portable 12 lead EKG machine, CPR certified , Phlebotomist, EKG,

Cash /Credit handling experience , as a cashier in retail and medical office settings

Supervision: supervised 13 employee's in an office setting.

Teaching/Instruction: I taught all my new assistants in an D.O.D. civilian setting office worker, can operate all standard office equipment.

Personal vehicle and small van driver, excellent record, automatic and stick shift.

Office Technology:

Demonstrated office skills and competency with former employers;

Word processing (30 wpm), Record keeping, Correspondence, telephone answering

Data Entry, E-Mail/ Internet , Real estate sales /closings

Fluent in German, Dutch, basic French,

Other variety of duties include; Telephone and front desk duties, maintenance and small repair of office equipment, Ordering and picking up supplies for the office. Good people skills of all cultures. Record keeping, appointment setting, and other daily office duties.

Was appointed first responder and "key person" in an office setting,(2001/2004).

Employment gap's are mostly the time's I moved to and from other continents, this was to further my husbands career as a professional military person in the US Army or as a D.O.D Civilian employee.

I have been in the area of Pinehurst/Southern Pines/ Aberdeen NC, for well over 12 years and plan to stay here throughout my working life, or, if my new employer will relocate me to further my career, and to the advancement of his/her office(s), I shall have no objections.

RECEIVED

Town of Aberdeen
Advisory Board Appointment Application

SEP 30 2016

The Town of Aberdeen encourages you to participate in local government by serving on one of the following advisory boards. The purpose of these boards is to assist the Town Commissioners in making effective decisions concerning local projects and issues affecting the quality of life of our community. If you are interested in being appointed, please complete this application and return it to *Town of Aberdeen, Pamela Graham, Planning Director, P.O. Box 785, Aberdeen, NC 28315*. Your willingness to serve is greatly appreciated.

Please check area of interest below. You may mark more than one.

<input checked="" type="checkbox"/> Planning Board	<input checked="" type="checkbox"/> Appearance & Beautification Commission
<input checked="" type="checkbox"/> Historic Preservation Commission	<input type="checkbox"/> Advisory Committee (as needed)

NAME: Ron Utley

ADDRESS: 1202 Devonshire Trl
Aberdeen NC

TELEPHONE: (HOME) 919 434-8004 (WORK) _____

OCCUPATION: Retired

PAST OR CURRENT APPOINTMENT: Alt Planning

BACKGROUND AND QUALIFICATIONS: (Resume or biography may be attached)
Real Estate Inv. / Bus. Owner

SIGNATURE: Ron Utley DATE: _____

I reside Within City Limits In the Extra-Territorial Jurisdiction

This application is a public record and may be retained for two (2) years



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:** 12/7/16

Agenda Item Title: Appointment to Appearance & Beautification Commission

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 12/12/16 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 – December 12, 2016

Request:

Appointment to the
Appearance &
Beautification
Commission

Prepared by:

Pamela Graham,
Planning Director

Description of Request

Aberdeen's Appearance & Beautification Commission (ABC) currently has a vacancy due to the resignation of Stephen Greer who took a job out of the area. At this time staff has received applications from two interested citizens, however only one of them is capable of attending the mid-day meeting schedule of the group. The application and resume of Andrea Stamm is enclosed for review.

The ABC meets on the third Tuesday of each month at noon. The Board of Commissioners are responsible for appointing persons to this advisory board with impartial and broad judgment and, when possible, persons with training or experience in a design profession. The term for the vacant position expires in March of 2019. Current members and terms are as follows:

Janet Peele – Chair	March 2017
Gail Clay	March 2019
Elease Goodwin	March 2018
Eldiweiss Lockey	March 2017
Dene Moon	March 2018
Dale Streicker	March 2017
Vacant	March 2019

Staff Recommendation

Staff recommends that the Board of Commissioners review the enclosed application and resume for Andrea Stamm and consider making an appointment during the 12/12 meeting.

Town of Aberdeen Advisory Board Appointment Application

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NAME: Andrea Stamm

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EMAIL: andreavandekleut@gmail.com

TELEPHONE: (HOME) 910-725-2030 (WORK) 910-751-8854

OCCUPATION: semi retired

PAST OR CURRENT APPOINTMENT(S): none

BACKGROUND AND QUALIFICATIONS: (Resume or biography may be attached)
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WHY DO YOU WISH TO SERVE IN THIS CAPACITY? (Attach additional sheet if needed)
as a semi retiree I would like to "give back" to the town
i love living in keeping it safe, efficient and growing at the
same time

SIGNATURE:  DATE: Oct-3-2016

I reside Within Aberdeen's City Limits

Within Aberdeen's Extra-territorial Jurisdiction (ETJ)

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910-751-8854 (cell) / 910-725-2030(H)
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Henricus M.A.V.O. Heerlen, The Netherlands (High School)Diploma1972/1976,

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TOWN OF ABERDEEN AGENDA ITEM ACTION REQUEST FORM

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

Submitted By: Regina Rosy, HR Director/Town Clerk **Department:** Administration

Contact Phone # 910-944-4515 **Date Submitted:** 12/7/2016

Agenda Item Title: 2017 Town Board Meeting Schedule

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 12/12/16 **Information Only** _____
Old Business _____ **Consent Agenda** _____
Public Hearing _____ **Informal Discussion & Public Comment** _____
Other Business _____

Summary of Information:
Staff requests formal approval of the 2017 Town Board Meeting Schedule at the Board Meeting on 12/12/16. The schedule is consistent with the past year of meetings, with Work Sessions on the 2nd Monday of each month and Board Meetings on the 4th Monday of each month. No meetings are scheduled for the month of July, and there is only one (1) meeting scheduled for the month of December due to the holidays.

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

TOWN OF ABERDEEN 2017

Mayor & Board of Commissioners

Meeting Schedule



JAN						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APR						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

OCT						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
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- Holiday: TOWN OF ABERDEEN CLOSED
- Work Session at 6:00 p.m.
- Board Meeting at 6:00 p.m.



TOWN OF ABERDEEN AGENDA ITEM ACTION REQUEST FORM

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

Submitted By: Regina Rosy, HR Director/Town Clerk **Department:** Administration

Contact Phone # 910-944-4515 **Date Submitted:** 12/7/2016

Agenda Item Title: Tyler Technologies Software Proposal

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>12/12/16</u> _____	Information Only _____
Old Business _____	Consent Agenda _____
Public Hearing _____	Informal Discussion & Public Comment _____
Other Business _____	

Summary of Information:
See attached memo and supporting documentation.

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

Memorandum

To: Mayor & Commissioners

From: Bill Zell, Town Manager
Sharon Simpson, Purchasing Agent
Regina Rosy, HR Director/Town Clerk

Subject: Software proposal

Date: December 7, 2016

For the past several months Town staff has been researching options for a replacement product for Smart Fusion software. Smart Fusion has created a lot of inefficiencies in the Town's operations and has turned the simplest of tasks into every day challenges. After careful consideration, we are in agreeance that Tyler Technologies has products available that meet our needs and will move us into the future. We feel the quality of the software and the support to be provided will create efficiencies in the work we do, and be a product that we can trust to provide us with accurate information.

The proposal includes the Incode Financial Management Suite (core financials, purchasing, fixed assets, and project accounting), Incode Personnel Management Suite (personnel management and employee self service), Incode Customer Relationship Management Suite (utility system and cashiering), Energov Product Suite (permitting and land management, customer relationship management, and GIS server), and Content Management Suite. The total investment price for the software is \$153,623 and an annual recurring fee of \$24,390. The estimated travel expenses for the staff of Tyler Technologies are estimated to be \$32,155. The timeline for the project will be 12-18 months, which means the cost could very well be split into 3 fiscal year budgets. The current fiscal year budget includes \$50,000 for software which should cover the expenses expected for the remainder of this fiscal year.

Attached you will find the following documents:

- License and Services Agreement
- Investment Summary (cost of products and support)
- Invoicing and Payment Policy
- Maintenance and Support Agreement
- Web Services – Hosted Application Terms
- Statement of Work

Staff is requesting approval from the Board at the December 12, 2016 Board Meeting to move this project forward. Thank you for your consideration.



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the Town of Aberdeen, a North Carolina municipal corporation.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- “Third Party Terms” means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- “Third Party Hardware” means the third party hardware, if any, identified in the Investment Summary.
- “Third Party Products” means the Third Party Software and Third Party Hardware.
- “Third Party Software” means the third party software, if any, identified in the Investment Summary.
- “Tyler” means Tyler Technologies, Inc., a Delaware corporation.
- “Tyler Software” means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- “we”, “us”, “our” and similar terms mean Tyler.
- “you” and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Notify module set forth in the Investment Summary is licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.
- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.



3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably

necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within



the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler



Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**



6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within fifteen (15) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement. We acknowledge that under North Carolina law you are entitled to reimbursement by the State of North Carolina for sales taxes paid.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S.

Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and



promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, and the Courts of North Carolina, including the appropriate United States Federal District Court, shall have jurisdiction over any action arising out of or otherwise pertaining to this Agreement.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. NC Iran Divestment Act. We certify that as of the Effective Date of this Agreement that we are not on the Final Divestment List-Iran published by the North Carolina Department of the State Treasurer and that we are not otherwise entering in to this Agreement in violation of the NC Iran Divestment Act of 2015 (G.S. 147-86.55 *et. seq.*).

23. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement
Schedule 1: Support Call Process
- Exhibit D Web Services – Hosted Application Terms
- Exhibit E Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Town of Aberdeen, a North Carolina municipal corp.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Town Manager

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

Town of Aberdeen; c/o Town Manager
PO Box 785
Aberdeen, NC 28315



Exhibit A Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

TO BE INSERTED



Prepared for:
Ms. Regina Rosy
Town of Aberdeen, NC
 115 N. Poplar St.
 Aberdeen, NC 28315
 (910) 944-1115
 rrosy@townofaberdeem.net

Contract ID: **2016-0315**
 Issue Date: **12/01/16**
 Sales Rep: **Blake Reynolds**

Tyler Related Products and Services

Description	QTY	License Fees	Hours	Services	Investment	Annual
Incode Financial Management Suite						
Core Financials (GL, Budget Prep, Bank Recon, AP, Express, CellSense, Standard Forms Pkg, Output Director, Positive Pay, Secure Signatures (qty 2))		\$15,995	84	\$8,400	\$24,395	\$3,999
Purchasing		\$4,785	20	\$2,000	\$6,785	\$1,196
Fixed Assets		\$1,675	12	\$1,200	\$2,875	\$419
Project Accounting		\$3,589	12	\$1,200	\$4,789	\$897
Incode Personnel Management Suite						
Personnel Management (Includes Position Budgeting)		\$12,995	100	\$10,000	\$22,995	\$3,249
Employee Self Service (ESS) (Employee Portal)			32	\$3,200	\$3,200	
Incode Customer Relationship Management Suite						
Utility CIS System (Collections, Tax Lien Process & Import, Utility Payment Import, Qty 1 Utility Handheld Meter-Reader Interface)		\$12,995	152	\$15,200	\$28,195	\$3,249
Mobile Service Orders		\$1,000		Included	\$1,000	\$250
Third Party Printing Interface		\$4,000	4	\$400	\$4,400	\$1,000
Cashiering (Support Credit/Debit Cards via ETS, PCI Compliant, Cash Collection Interface, Cashiering Receipt Import)		\$4,000	40	\$4,000	\$8,000	\$1,000
Energov Product Suite						
<i>Permitting & Land Management</i>						
Permitting & Inspections		\$4,000	80	\$8,000	\$12,000	\$1,000
<i>Customer Relationship Management</i>						
Code Enforcement		\$2,500	32	\$3,200	\$5,700	\$625
<i>System Extensions</i>						
<i>Customer Portal</i>						
Permitting & Inspections		\$2,750	8	\$800	\$3,550	\$688
GIS Server		\$4,800	8	\$800	\$5,600	\$1,200
IG Workforce Server		\$1,500	8	\$800	\$2,300	\$375
IG Workforce iPad Apps (each)	1	\$250	2	\$200	\$450	\$63
Content Management Suite						
Tyler Content Manager Standard Edition (TCM SE)		\$5,445	32	\$3,200	\$8,645	\$1,361
Subtotal		\$82,279	626	\$62,600	\$144,879	\$20,570

Conversion Services

Description	Fee	Hours	Services	Investment
Financial Applications	\$3,250	8	\$800	\$4,050
Personnel Management/Payroll	\$3,250	8	\$800	\$4,050
Utility Billing	\$6,000	16	\$1,600	\$7,600
Subtotal	\$12,500	32	\$3,200	\$15,700

Professional Services

Description	Fee	Hours	Services	Investment
Project Management			\$4,000	\$4,000
Final Implementation		40	\$4,000	\$4,000
Subtotal		40	\$8,000	\$8,000

Tyler Hosted Applications

Description	Services	Investment	Annual
Online Applications			
Utility Billing Online	# of Accounts	2,750	\$800
Notifications			
Incode Notifications for Utility Billing			\$800
Continuing Education			
Tyler U			\$1,500
Subtotal			\$2,820

Tyler Network Services/Hardware/Third Party

Description	Fee	Hours	Services	Investment	Annual
Network Services					
Basic Network Services					\$1,000
Hardware					
Cashiering Hardware	\$700			\$700	
Subtotal	\$700			\$700	\$1,000

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$82,279	\$20,570
Recurring Solution Fee		\$2,820
Total Tyler Network Services/HW/Third Party	\$700	\$1,000
Total Tyler Services	\$87,100	
Preferred Customer Software Discount	(\$16,456)	
Summary Total	\$153,623	\$24,390
Contract Total	\$178,013	

Estimated Travel Expense not included in totals above: **\$32,155**
 Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.





Prepared for:
 Ms. Regina Rosy
 Town of Aberdeen, NC

Tyler Conversion Services (NOTE: See Conversion Summary Documentation or SOW for Details on Scope)

Description	QTY	Fee	Hours	Services	Investment
Financial Applications		\$3,250		\$800	\$4,050
General Ledger		\$1,000			
- Chart of Accounts - Additional Fee for Historical Views					
Legacy/Historical Views		\$500	4	\$400	
Accounts Payable		\$1,250			
- Vendor Master Only - Additional Fee for Historical Views					
Legacy/Historical Views		\$500	4	\$400	
Personnel/Payroll Applications		\$3,250		\$800	\$4,050
Personnel Management/Payroll		\$2,250	4	\$400	
- Employee Master, Deductions/Taxes, Retirement, Current Leave Totals, Current Direct Deposit - Additional Fee for Historical Views					
Legacy/Historical Views		\$1,000	4	\$400	
Utility Billing		\$6,000		\$1,600	\$7,600
Utility - CIS - Additional Fee for Historical Views		\$5,000	12	\$1,200	
- Contacts/Properties/Accounts					
- Service meter info - meter inventory					
- Transaction/Consumption/Read History (2 Years)					
- Metered services (1 metered service)					
- Non-Metered service (up to 2 services)					
Legacy/Historical Views		\$1,000	4	\$400	
Subtotal			32		\$15,700





Prepared for:
Ms. Regina Rosy
Town of Aberdeen, NC

Tyler Hosted Applications

Description	QTY	Services	Investment	Annual
Citizens Portal				
Incode Utility Billing Online Component (# of Accounts)	2,750	\$800	\$2,120	\$1,320
<ul style="list-style-type: none"> - Display of: <ul style="list-style-type: none"> • Current status (late, cut off etc) • Action needed to avoid penalty • Current Balance • Deposits on file (optional) • Last payment date • Last payment amount • Payment arrangements on file • Last bill amount • Last bill date • Bill due date • Contracts on file and status • Transaction history - Online Payments <ul style="list-style-type: none"> • Payment packet is created to be imported to Utility System <p>NOTE: Customer pays \$1.25 fee per transaction for payment on-line.</p>	<ul style="list-style-type: none"> - Address information including <ul style="list-style-type: none"> • Legal description* • Precinct* • School district* • Services at address * - Subject to data availability - Consumption history by service, including graphs - Request for service (optional) - Information change request (optional) - Security - SSL (Secure Socket Layer) 			
Subtotal		\$800	\$2,120	\$1,320





Prepared for:

Ms. Regina Rosy
Town of Aberdeen, NC

Tyler Notifications

Description	
Incode Notification for Utility Billing (\$0.10 per call)	Active Accounts <u>2,750</u>
-Customer Notification by Phone	
• Call Late Notices	
• Call Late Notices	
• General Notifications	
- Call Lists automatically generated	
- Account updated after call	
- Custom message for each call type	
- Call Message can be English or Spanish	
- Generate reports based on call results	
Note: The Utility will be billed at the rate specified above for all calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.	





Prepared for:

Ms. Regina Rosy
Town of Aberdeen, NC

Tyler University

Description	Annual
Tyler U	\$1,500
<ul style="list-style-type: none">- E-learning courses available for all employees during the subscription period- Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications- Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards- Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention- Available 24/7- New courses created continually	
<p>Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.learningmarket.org</p>	





Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Subscription Fees:* Your initial subscription fees for Tyler Notify is invoiced when we make the product available to you. Subsequent subscription fees are due annually in advance on the anniversary of that date at our then-current rates.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you



the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services:* Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.

2.6 *Change Management Services:* If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance:* The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Tyler Notify Minutes and Messages:* Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven-day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.



B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are



governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary of your License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. **Hosted Applications.** We will provide you with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. **Web Services:** Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. **Utility Billing On-Line:** Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
2. **Term.** We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. **Nature of Website.** We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. **Data Procurement.** You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.
5. **Limited License.** Your license to use the hosted applications will automatically terminate upon cancellation of



this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.

6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



Exhibit E
Statement of Work

TO BE INSERTED

Statement of Work

Enterprise Group, Tyler Technologies

Prepared for:

Town of Aberdeen, NC
Regina Rosy
115 N. Poplar Street, Aberdeen, NC 28315

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project scope, methodology, roles and responsibilities, implementation stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer the Town of Aberdeen, NC the opportunity to make the Aberdeen, NC more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the Aberdeen, NC's functional area utilizing the Tyler product(s). Refer to Scope of Services section for information containing detailed service components.

[PRODUCT]	[FUNCTIONALITY]
Incode	Financials
Incode	Personnel Management
Incode	CIS
EnerGov	Permitting & Land Management

1.3 Project Timeline

The Project timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-Stage Process specifically designed to focus on critical Project success measurement factors.

Tailored specifically for Tyler's public sector clients, the Project methodology contains Stage acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the Project methodology repeats consistently across Phases, and is scaled to meet the Aberdeen, NC's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other Project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational change management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the Aberdeen, NC collaborate to resolve Project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Aberdeen, NC steering committee become the escalation points to triage responses prior to escalation to the Aberdeen, NC and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Aberdeen, NC and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the Aberdeen, NC's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The Aberdeen, NC's project manager(s) coordinate Project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The Aberdeen, NC project manager(s) will be responsible for reporting to the Aberdeen, NC steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The Aberdeen, NC steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the Aberdeen, NC project manager(s) and the Project as a whole and through participation in regular internal meetings, the Aberdeen, NC steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Aberdeen, NC steering committee also provides support to the Aberdeen, NC project manager(s) by communicating the importance of the Project to all impacted departments. The Aberdeen, NC steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the Project team, for making timely decisions on critical Project issues or policy decisions. The Aberdeen, NC steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The Aberdeen, NC's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Aberdeen, NC steering committee, project manager(s), and functional leads to make critical business decisions for the Aberdeen, NC.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Project team members, implementation consultants, the overall implementation schedule, and serves as the primary point of contact with the Aberdeen, NC. If requested, the Tyler project manager(s) provide regular updates to the Aberdeen, NC's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the Aberdeen, NC management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the Project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation Project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the Project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The Aberdeen, NC shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the Aberdeen, NC does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Aberdeen, NC does not agree the particular Deliverable or Control Point meets requirements, the Aberdeen, NC shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Aberdeen, NC shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Aberdeen, NC does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The Aberdeen, NC and Tyler have the ability to allocate additional internal resources if needed. The Aberdeen, NC also ensures the alignment of their budget and Scope expectations.
- The Aberdeen, NC and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and the Aberdeen, NC provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, schedule, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the Aberdeen, NC project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the Aberdeen, NC project manager(s) a minimum of ten (10) business days prior to any key Deliverable due dates.
- Aberdeen, NC users complete prerequisites prior to applicable scheduled activities.
- Tyler provides options for configuration and processing options available within the Tyler software. The Aberdeen, NC is responsible for making decisions based on the options available.
- In the event the Aberdeen, NC may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the Aberdeen, NC's responsibility to define, document, and implement.
- The Aberdeen, NC makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the Project schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services beyond the budgeted hours out of Scope and requires additional hours be requested via Change Request approved through the Change Control process.
- The Aberdeen, NC will respond to information requests in a comprehensive and timely manner, in accordance with the Project schedule.

3.2 Data Conversion

- The Aberdeen, NC is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The Aberdeen, NC understands the Legacy System data file must be in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.

- During this process, the Aberdeen, NC may need to correct data scenarios in their Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the Aberdeen, NC to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

- The Aberdeen, NC ensures the 3rd party data received is in the correct format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler Standard Data Exchange tools may not be available.
- The Aberdeen, NC is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for Project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- The Aberdeen, NC will provide network access for Tyler modules, printers, and Internet access to all applicable Aberdeen, NC and Tyler Project staff.
- The Aberdeen, NC has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The Aberdeen, NC's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the Aberdeen, NC does not meet minimum standards of Tyler's published specifications.

3.5 Education

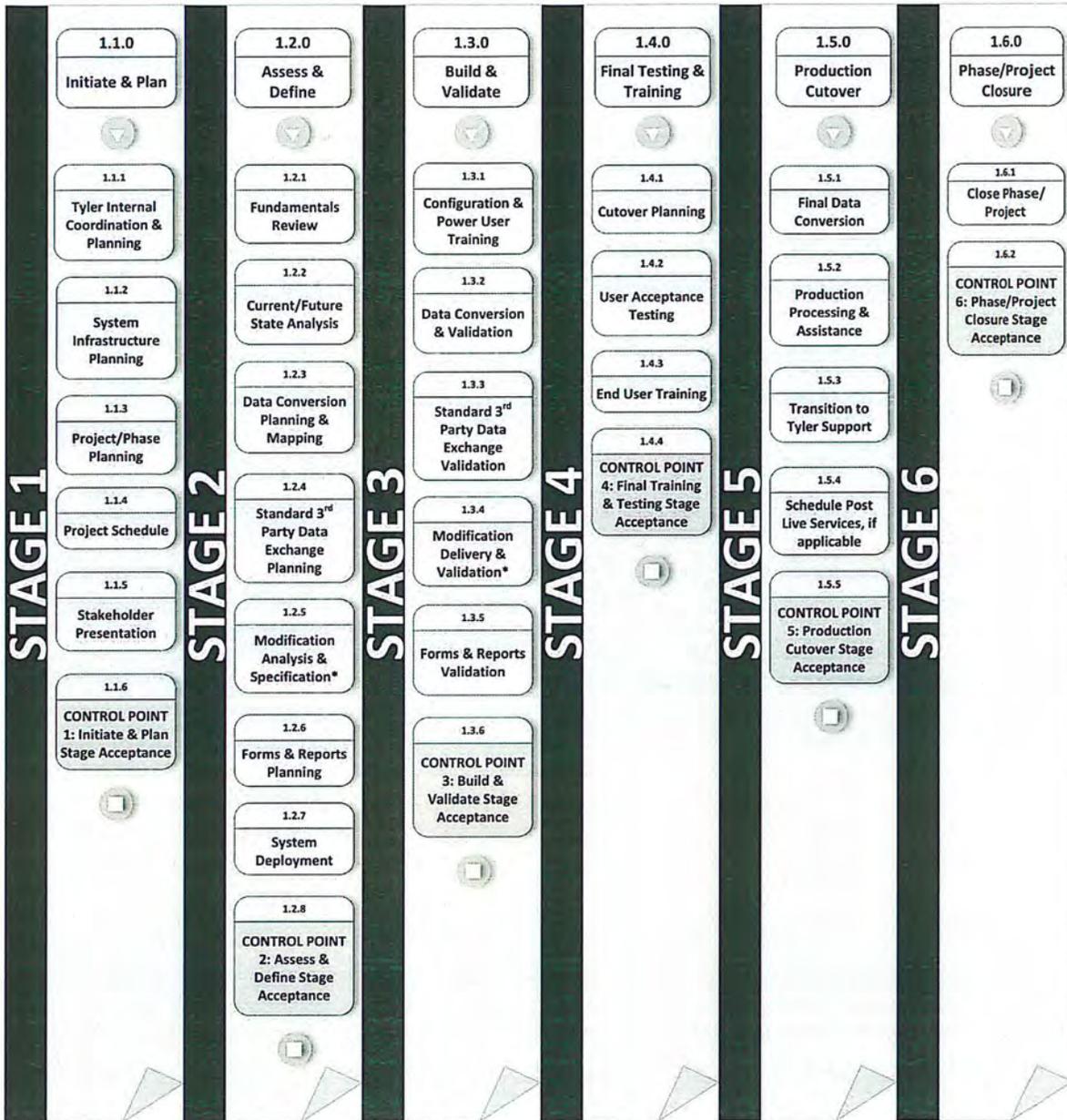
- During live and onsite training, the Aberdeen, NC provides a training room for Tyler staff to transfer knowledge to the Aberdeen, NC's resources, as well as a place for the Aberdeen, NC staff to practice what they have learned without distraction. If Phases overlap, the Aberdeen, NC will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The Aberdeen, NC determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two people at a given workstation.
- The Aberdeen, NC provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a Aberdeen, NC provided projector, allowing all attendees the ability to actively engage in the training session.
- The Aberdeen, NC testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.

- The Aberdeen, NC is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top level components are called "Stages" and the second level components are called "work packages." The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a "Control Point", confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of Aberdeen, NC and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. Aberdeen, NC participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the Aberdeen, NC with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. Aberdeen, NC participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Aberdeen, NC's team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and Phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The Aberdeen, NC provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the Aberdeen, NC's site. The Aberdeen, NC completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by the Aberdeen, NC and Tyler.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1	Project/Phase Planning																			
TASKS	TYLER								CLIENT											
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1	Project Schedule																			
TASKS	TYLER							CLIENT												
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule				C						I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

The Aberdeen, NC stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, Project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the Aberdeen, NC's Project.
 - Scope: The Implementation Management Plan addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: the Aberdeen, NC reviews and acknowledges receipt of Implementation Management Plan
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: the Aberdeen, NC acceptance of schedule based on Aberdeen, NC resource availability and Project budget and goals

4.2.6.2 Initiate & Plan Stage Control Point Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current the Aberdeen, NC business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring Aberdeen, NC collaboration. The Aberdeen, NC shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Fundamentals Review																			
TASKS	TYLER							CLIENT												
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I					C
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.3 Current/Future State Analysis

The Aberdeen, NC and Tyler will evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the Aberdeen, NC, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan				I	I						C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.4 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the Aberdeen, NC’s Legacy System Applications to the Tyler system. Tyler staff and the Aberdeen, NC work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C				C	
Map data from Legacy System to Tyler system			I	C	I							A	C		C				R	
Pull conversion data extract			I		I							A	C		C				R	
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R				I	
Review and approve initial data extract		A	I	C	R							I							I	
Correct issues with data extract, if needed			I	C	C							A	C		C				R	

4.3.5 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler’s responsibility to ensure the Tyler programs operate correctly. It is the Aberdeen, NC’s responsibility to ensure the third party program operates or accesses the data correctly.

The Aberdeen, NC and Tyler project manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Standard 3rd Party Data Exchange Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.6 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The Aberdeen, NC reviews the specifications and confirms they meet the Aberdeen, NC's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a Aberdeen, NC business process change. It is the responsibility of the Aberdeen, NC to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for Aberdeen, NC approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the Aberdeen, NC will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted custom program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.7 Forms & Reports Planning

The Aberdeen, NC and Tyler project manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either Aberdeen, NC-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C				I	
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I				I	

4.3.8 System Deployment

The Tyler technical services team Installs Tyler Applications on the server(hosted or on-premise) and ensures the platform operates as expected.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	System Deployment																			
TASKS	TYLER							CLIENT												
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I							C	
Ensure platform operates as expected	A		I					R				I							C	

4.3.9 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.9.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to Aberdeen, NC business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: Aberdeen, NC acceptance of completed Questionnaire based on thoroughness of capturing all Aberdeen, NC business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the Aberdeen, NC, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the custom program meets the Aberdeen, NC's needs.
 - Scope: Design solution for Modification.
 - Acceptance criteria: Aberdeen, NC accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
 - Objective: Provide specifications for each Aberdeen, NC in Scope form, Report and output requirements.
 - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
 - Objective: Installation of purchased Tyler software
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, if required.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, Aberdeen, NC team members are trained on applicable system administration tasks.

4.3.9.2 Assess & Define Stage Control Point Acceptance Criteria

- Tyler software is Installed

- Fundamentals review is complete
- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the Aberdeen, NC's needs identified during the Assess and Define Stage, preparing the Aberdeen, NC for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the Aberdeen, NC to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the Aberdeen, NC Power Users to prepare them for the validation of the software. The Aberdeen, NC collaborates with Tyler staff iteratively to validate software configuration.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Configuration & Power User Training																				
	TYLER							CLIENT													
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Perform configuration			A	R								I	R		I						
Power User process and Validation training			A	R								I	C	I	C					I	
Validate configuration			I	C								A	C		R				C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the Aberdeen, NC, the Tyler data conversion team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the Aberdeen, NC reviews specific data elements within the system and identifies and reports discrepancies in writing. Iteratively, Tyler collaborates with the Aberdeen, NC to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Data Conversion & Validation																			
TASKS	TYLER							CLIENT												
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R						I	I						C		
Review data conversion and submit needed corrections			I	C	I						A	C		R				C		
Revise conversion program(s) to correct error(s)		A	I	C	R						I	I		C				C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the Aberdeen, NC tests each Data Exchange.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Standard 3rd Party Data Exchange Validation																			
TASKS	TYLER							CLIENT												
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the Aberdeen, NC for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Modification Delivery & Validation, if contracted																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted custom program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted custom program(s) in isolated database			I	C			C					A	C		R				C	
Report discrepancies between specification and delivered contracted custom program(s)			I	I			I					A	R		C				C	
Make corrections to contracted custom program(s) as required		A	I	C	I		R					I	C		C				I	

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the Aberdeen, NC tests each Standard Form/Report.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3		Forms & Reports Validation															
		TYLER								CLIENT							
TASKS	Standard Forms & Report Training																
	Test Standard Forms & Reports			I	C												
					A												
					R												

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system.
 - Scope: Data conversion program complete; deliver converted data for review.
 - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
 - Objective: Provide instructions to the Aberdeen, NC to verify converted data for accuracy.
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
 - Acceptance criteria: the Aberdeen, NC acknowledges data conversion delivery; the Aberdeen, NC completes data issues log.
- Installation of Modifications on the Aberdeen, NC's server(s) or Tyler hosted servers.
 - Objective: Deliver Modification(s) in Tyler software.
 - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
 - Acceptance criteria: the Aberdeen, NC acknowledges Delivery of Modification(s) meeting objectives described in the Aberdeen, NC-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review.
 - Scope: Installation of all Standard Forms & Reports included in the Agreement.
 - Acceptance criteria: Aberdeen, NC acknowledges that Standard Forms & Reports available in Tyler software for testing in Stage 4.

4.4.6.2 Build & Validate Stage Control Point Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3rd party Data Exchange training provided
- Modifications delivered and available for testing in Stage 4
- The Aberdeen, NC and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the Aberdeen, NC review the final cutover plan. A critical Project success factor is the Aberdeen, NC understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

The Aberdeen, NC and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline cutover tasks to help prepare the Aberdeen, NC for success.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 4	Cutover Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The Aberdeen, NC performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 4	User Acceptance Testing (UAT)																				
TASKS	TYLER							CLIENT													
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I								
Perform User Acceptance Testing				I	C							A	R	C	C	C	I	I	C	I	
Accept custom program(s), if applicable				I	I			I				A	R	C	I	C			C		
Validate Report performance				I	C		C					A	C		R				C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day Aberdeen, NC processes that will be delivered via group training, webinar, eLearning and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. Aberdeen, NC users who attended the Tyler sessions may train any Aberdeen, NC users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 4	End User Training																			
TASKS	TYLER								CLIENT											
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing/
 - Acceptance criteria: Aberdeen, NC acknowledges the checklist delivery including definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Aberdeen, NC acknowledges that Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Modification(s) tested and accepted, if applicable
- Standard 3rd party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

4.6 Production Cutover (Stage 5)

The Aberdeen, NC and Tyler resources complete tasks as outlined in the Production Cutover Plan and the Aberdeen, NC begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the Aberdeen, NC transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The Aberdeen, NC provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The Aberdeen, NC may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Final Data Conversion, if applicable																			
TASKS	TYLER							CLIENT												
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R						I	I		I				C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the Aberdeen, NC during production cutover activities. The Aberdeen, NC transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Production Processing & Assistance																			
TASKS	TYLER							CLIENT												
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler project manager(s) introduce the Aberdeen, NC to the Tyler Support team, who provides the Aberdeen, NC with day-to-day assistance following production Cutover.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Transition to Tyler Support																			
TASKS	TYLER								CLIENT											
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-production Services, if applicable

Tyler provides post-production services if included in the agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with the Aberdeen, NC project manager(s) to identify needs.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Schedule Post-production Services, if applicable																				
	TYLER							CLIENT													
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Identify topics for post-production services			C	C								A	R	I	C					I	
Schedule services for post-production topics		A	R	I								C	C	I	C					I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase
 - Acceptance criteria: Aberdeen, NC acknowledges that data is available in production environment.
- Support transition documents
 - Objective: Define strategy for on-going Tyler support.
 - Scope: Define support strategy for day-to-day processing, conference call with the Aberdeen, NC project manager(s) and Tyler Support team, define roles and responsibilities, define methods for contacting Support.
 - Acceptance criteria: the Aberdeen, NC acknowledges receipt of tools to contact Support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Control Point Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler Support is completed
- Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The Aberdeen, NC moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The Aberdeen, NC and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the Aberdeen, NC project manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 6	Close Phase/Project																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget.
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Control Point Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project managers prior to the start of each Phase of the Project. The project manager assigns other Tyler resources as the schedule develops. One person may fill multiple Project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Aberdeen, NC's overall organizational strategy
- Authorizes required Project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- Offers additional support to the Project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation Project tasks and decisions
- Acts as the counterpart to the Aberdeen, NC's executive sponsor

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the Aberdeen, NC steering committee.
- Assigns Tyler Project personnel
- Works to resolve all decisions and/or issues not resolved at the Project management level as part of the escalation process
- Attends Aberdeen, NC steering committee meetings as necessary
- Provides support for the Project team
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors Project progress including progress towards agreed upon goals and objectives

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the Project schedule and budget, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
 - Validates contract compliance throughout the Project
 - Ensures Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Prepares and presents contract milestone sign-offs for acceptance by Aberdeen, NC project manager(s)
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning

- Update and deliver Implementation Management Plan
- Defines Project tasks and resource requirements
- Develops initial and full scale Project schedule
- Collaborates with Aberdeen, NC project manager(s) to plan and schedule Project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the Aberdeen, NC to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan as a whole that is also in balance with Scope/budget
 - Establishes risk/issue tracking/reporting process between the Aberdeen, NC and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the Aberdeen, NC any items that may negatively impact the outcomes of the Project
 - Collaborates with the Aberdeen, NC's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
 - Sets a routine communication plan that will aide all Project team members, of both the Aberdeen, NC and Tyler, in understanding the goals, objectives, current status and health of the Project
- Team Management
 - Acts as liaison between project team and Tyler manager(s)
 - Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, Forms, Installation, Reporting, implementation, and billing
 - Provides direction and support to Project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover checklist
 - Assesses team performance and adjusts as necessary
 - Interfaces closely with Tyler developers to coordinate program Modification activities
 - Coordinates with in Scope third party providers to align activities with ongoing Project tasks

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for on site services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the Aberdeen, NC following configuration
- Assists during Cutover process and provides production support until the Aberdeen, NC transitions to Tyler Support
- Provides product related education

- Effectively facilitates training sessions and discussions with Aberdeen, NC and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the Aberdeen, NC's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project schedule
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action

5.1.5 Tyler Sales

- Provide sales background information to implementation during Project Initiation
- Support sales transition to implementation
- Provide historical information, as needed, throughout implementation

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution
- Identifies options for resolving reported issues
- Reports and escalates defects to Tyler Development
- Communicates with the Aberdeen, NC on the status and resolution of reported issues

5.2 Aberdeen, NC Roles and Responsibilities

Aberdeen, NC resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Aberdeen, NC Executive Sponsor

- Provides clear direction for the Project and how it applies to the organization's overall strategy
- Champions the Project at the executive level to secure buy-in
- Authorizes required Project Resources
- Resolves all decisions and/or issues not resolved at the Aberdeen, NC Steering Committee level as part of the escalation process
- Actively participates in Organizational Change Communications

5.2.2 Aberdeen, NC Steering Committee

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled Steering Committee meetings
- Provides support for the Project team
- Assists with communicating key Project messages throughout the organization

- Prioritizes the Project within the organization
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors Project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Aberdeen, NC Policies

5.2.3 Aberdeen, NC Project Manager

The Aberdeen, NC shall assign Project Manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When the Aberdeen, NC Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from Aberdeen, NC to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
 - Validates contract compliance throughout the Project
 - Ensures invoicing and Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Signs off on contract milestone acknowledgment documents
 - Collaborates on and approves change requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - Review and acknowledge Implementation Management Plan
 - Defines Project tasks and resource requirements for Aberdeen, NC Project team
 - Collaborates in the development of and approval of the Project Plan and Project schedule
 - Collaborates with Tyler Project Manager(s) to plan and schedule Project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages Scope and budget of Project and collaborates with Tyler Project Manager to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget
 - Collaborates with Tyler Project Manager to establishes risk/issue tracking/reporting process between the Aberdeen, NC and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may negatively impact the outcomes of the Project

- Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
- Routinely communicates with both Aberdeen, NC staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members
- Team Management
 - Acts as liaison between Project Team and Stakeholders
 - Identifies and coordinates all Aberdeen, NC resources across all modules, Phases, and activities including data conversions, Forms design, hardware and software Installation, reports building, and satisfying invoices
 - Provides direction and support to Project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project schedule, task list, and Production Cutover checklist
 - Assesses team performance and takes corrective action, if needed
 - Provides guidance to Aberdeen, NC technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution
 - Coordinates with in Scope third party providers to align activities with ongoing Project tasks

5.2.4 Aberdeen, NC Functional Leads

- Makes business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with client Project team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to Aberdeen, NC Project Manager
- Prepares and Validates Forms
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation management plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues

- Communication with Tyler Project team
- Coordination of Aberdeen, NC resources
- Attendance at scheduled sessions
- Change Management activities
- Customization specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

5.2.5 Aberdeen, NC Power Users

- Participate in Project activities as required by the Project team and Project Manager(s)
- Provide subject matter expertise on Aberdeen, NC business processes and requirements
- Act as Subject Matter Experts and attending current/future state and Validation sessions as needed
- Attend all scheduled training sessions
- Participate in all required post-training processes as needed throughout Project
- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures
- Complete all Deliverables by the due dates defined in the Project schedule
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to Aberdeen, NC staff during and after implementation, as necessary

5.2.6 Aberdeen, NC End Users

- Attend all scheduled training sessions
- Become proficient in Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project schedule
- Utilize software to perform job functions at and beyond Production Cutover

5.2.7 Aberdeen, NC Technical Support

- Coordinates updates and releases with Tyler as needed
- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from Aberdeen, NC's Legacy System per the conversion schedule set forth in the Project schedule
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for Aberdeen, NC 3rd party Data Exchanges.
- Develops or assists in creating Reports as needed

- Ensures onsite system hardware meets specifications provided by Tyler
- Assists with software deployment as needed

5.2.8 Aberdeen, NC Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps
- Becomes familiar with Tyler's releases and updates
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Aberdeen, NC's Software Upgrade process
- Assists with the Software Upgrade process, if required, during implementation
- Manages Software Upgrade activities post-implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with Aberdeen, NC and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade Production environment

5.2.9 Aberdeen, NC Project Toolset Coordinator

- Ensures users have appropriate access to Tyler Project Toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets
- Validates completion of required assignments using toolsets

5.2.10 Aberdeen, NC Change Management Lead

- Validates users receive timely and thorough communication regarding process changes
- Provides coaching to Supervisors to prepare them to support users through the Project changes
- Identifies the impact areas resulting from Project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

6 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used recurrently, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in Production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.
Install	References the initial Installation of software files on client servers or Tyler hosted servers, and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
Legacy System	The system from which a client is converting.

Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project manager or different individual assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the client Project manager to discuss Scope, information needed for Project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.

Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes "Test Cases" to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Software Upgrade	References the act of updating software files to a newer software release.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Incode 10 Conversion Summary

7.1 General Ledger – Chart of Accounts

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions

7.2 General Ledger – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

7.3 Accounts Payable – Vendor Master

- Vendor master information, address, primary contact, and notes

7.4 Accounts Payable – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

7.5 Personnel Management/Payroll - Standard

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, notes
- Current direct deposit bank information
- Federal and state tax withholding information

7.6 Personnel Management/Payroll – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

7.7 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

7.8 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views