

Minutes  
Work Session  
Aberdeen Town Board

January 13, 2020  
Monday, 6:00 p.m.

Robert N. Page Municipal Building  
Aberdeen, North Carolina

The Aberdeen Town Board met on Monday, January 13, 2020 for the Work Session. Members present were Mayor Robert A. Farrell, Mayor Pro-tem Joe Dannelley and Commissioners Wilma Laney, Elease Goodwin, Teressa Beavers, and Bryan Bowles. Staff members in attendance were Planning Director Justin Westbrook, Town Manager Paul Sabiston, Interim Public Works Director Joe Wood, Planner Christian Haas, Code Enforcement Officer Erik Jacobs, Chief Building Inspector Mike McGowan, Parks & Recreation Director Adam Crocker, Public Works Operations Manager Eric Honrine, and Town Clerk Regina Rosy. Others in attendance included Reporter for The Pilot Laura Douglass, Tim Marcham, and Ernestine Chapman.

Mayor Farrell called the meeting to order at 6:05 p.m.

1. Board and Commission Appointments. (Planning Director Justin Westbrook)
  - a. Consider reappointment of current members to the following Boards and Commissions due to the UDO Rewrite which was effective on January 1, 2020:
    - (1) Board of Adjustment
    - (2) Appearance & Beautification Commission
    - (3) Downtown Aberdeen Advisory Board
    - (4) Historic Preservation Commission
    - (5) Planning Board

Director Westbrook explained why reappointments are needed for each of these Boards.

A motion was made by Mayor Pro-tem Dannelley, seconded by Commissioner Goodwin, to reappoint current members to the Boards listed above due to the UDO Rewrite which was effective on January 1, 2020. Motion unanimously carried 5-0.

- b. Consider acceptance of resignation from Planning Board member Bryan Bowles.

A motion was made by Mayor Pro-tem Dannelley, seconded by Commissioner Laney, to accept the resignation from Planning Board member Bryan Bowles. Commissioner Dannelley stated he really appreciates the time Mr. Bowles spent working hard on the Planning Board. Mayor Farrell echoed those same thoughts. Motion unanimously carried 5-0.

- c. Consider appointment to a regular post on the Planning Board with a term expiration of January 2021.

A motion was made by Mayor Pro-tem Dannelley, seconded by Commissioner Goodwin, to appoint Dianne Innes to a regular Planning Board member post with a term expiration of January 2021. Motion unanimously carried 5-0.

- d. Consider appointment to an alternate post on the Planning Board with a term expiration of January 2021.

A motion was made by Mayor Pro-tem Dannelley, seconded by Commissioner Goodwin, to appoint Adriana Janker to the Planning Board as an alternate member with a term expiration of January 2021 and appoint Daniel Behnke to the Planning Board as an alternate member with a term expiration of January 2022. Motion unanimously carried 5-0.

2. Consider approval of Resolution #20-01 to Release Partial Surety for sidewalks for Shepherds Ridge Phase I in the amount of \$14,401.30. (Planning Director Justin Westbrook)

Director Westbrook reviewed the release of partial surety for Shepherds Ridge Phase I in the amount of \$14,401.30. Mayor Farrell asked if the sidewalks for these five lots are contiguous. Director Westbrook stated no, they are not contiguous but there are only about 26 lots left for sidewalk development, and once those are complete then everything will connect. Commissioner Beavers asked if the sidewalks are poured before the houses are built or after. Chief Inspector McGowan stated the sidewalks are poured after construction so that they are not messed up by trucks, etc. A motion was made by Commissioner Laney, seconded by Commissioner Goodwin, to approve Resolution #20-01 subject to the repair of the crack in the sidewalk and inspection by the Building Inspector. Motion unanimously carried 5-0.

3. Consider approval of contract with Brooks Hauling, Grading & Landscaping, LLC for the removal of a manufactured home and clean-up of 189 Batchelor Farm Road in the amount of \$4,825.00. (Code Enforcement Officer Erik Jacobs)

Code Enforcement Officer Erik Jacobs reviewed the timeline of how this demolition has progressed. Chief Inspector Mike McGowan stated this specific property has been in the works for demolition for about a year and a half. Mr. Pigg signed the agreement to allow the Town to demolish the structure, and will receive a lien on the property in exchange. Mayor Pro-tem Dannelley asked for a number of how many liens the Town currently has for demolition of properties. Mayor Pro-tem Dannelley asked for a list of properties that are currently in demolition state and the progress on each. Manager Sabiston stated he will research that information. A motion was made by Commissioner Laney, seconded by Commissioner Bowles, to approve the contract with Brooks Hauling, Grading & Landscaping, LLC for the removal of a manufactured home and clean-up of 189 Batchelor Farm Road in the amount of \$4,825.00. Motion unanimously carried 5-0.

4. Discussion regarding Spring Spree and future downtown events. (Planner Christian Haas)

Manager Sabiston stated the real crucial question at hand is whether to convert the Spring Spree into separate events to be held the same weekend. Manager Sabiston stated the other question is to determine what downtown stakeholders and business owners are looking for before moving forward on a decision. Manager Sabiston stated he has heard a lot of talk about different ideas, and he would like to get a better idea of what the majority of the downtown stakeholders really want before moving forward.

Planner Haas stated the purpose of doing events in downtown Aberdeen is to create culture of connection and engagement, bring energy, people and money downtown, and create a downtown that's desirable for residents, families, visitors, and business owners. Planner Haas stated Spring Spree did not have the desired impact of bringing lasting interest and resources to Downtown Aberdeen. Many of the event organizers did not feel like the end result was worth the effort, and some were concerned that Spring Spree is too similar to surrounding spring festivals and doesn't do much to set Aberdeen apart. Planner Haas reviewed the perspective from NC Main Street about downtown events. Planner Haas stated last year's event costs \$14,800 in addition to the time staff spent organizing and executing, with less than desirable results reported by the Downtown Aberdeen Advisory Board, downtown business owners, vendors, and event organizers.

Planner Haas stated the idea would be to create a new spring festival that would begin with an open house for businesses on a Friday, wine walk on a Friday evening, and a Dog Fair on Saturday. Last year the Dog Fair boasted 700+ participants. The benefits of the new approach would be an annual tradition that is unique to Aberdeen, more cost effective, and not inviting dozens of direct competitors to the downtown area.

Manager Sabiston stated there are still a lot of logistics to work out, but the idea is to get Board member support of eliminating Spring Spree and creating this Spring Festival instead. Planner Haas stated no motion is needed; really he just wants to keep the Board in the loop of the pulse of the downtown area.

5. Consider motion to approve the following Water/Sewer Agreements subject to review by the Town Attorney (Town Manager Paul Sabiston):
  - a. Water Agreement with Moore County.
  - b. Water Agreement with Hoke County.
  - c. Water Agreement with Town of Southern Pines.
  - d. Sewer Agreement with Town of Southern Pines.

Manager Sabiston stated revised agreements have been provided in paper form and are in front of each Board member. Manager Sabiston stated this is about getting current agreements more in line with current rates. Manager Sabiston stated most of these agreements would take effect on July 1, 2020. Manager Sabiston stated the draft agreements are modeled after the existing agreements that are already in place. Manager Sabiston stated the terms have been revised to 3 years, instead of 5 years to give more control over rate increases. Manager Sabiston stated he would also like to get these agreements to these jurisdictions in plenty of time so that those rates can be incorporated in their budget planning processes. Manager Sabiston stated Attorney Morphis has reviewed three out of four of the agreements. A motion was made by Commissioner Bowles, seconded by Commissioner Beavers, to approve the Water/Sewer Agreements as presented, subject to review by the Town Attorney. Motion unanimously carried 5-0.

6. Consider Request to Advertise for a Public Hearing on the Financing of a Police Facility at the January 27, 2020 Regular Board Meeting. (Town Manager Paul Sabiston)

Manager Sabiston stated a pre-bid meeting was held last Tuesday, after notification to the public. Manager Sabiston stated seven contractors were in attendance, and 15 subcontractors were in attendance. The architects were very

pleased with the turnout. The receipt of the bids will happen at the end of the month. Manager Sabiston stated banks will submit proposals for their best rates and financing options for the project in the near future as well. The plan is to submit the total project to LGC in early February. A motion was made by Mayor Pro-tem Dannelley, seconded by Commissioner Laney, to approve advertising for a public hearing on the financing of a police facility at the January 27, 2020 meeting. Motion unanimously carried 5-0.

7. Consider approval of Contract for Services for Bond Counsel with Bob Jessup with Sanford Holshouser. (Town Manager Paul Sabiston)

Manager Sabiston stated this item will come before the Board at the January 27<sup>th</sup> meeting.

8. Discussion regarding Town Usage of Herbicides and Pesticides. (Town Manager Paul Sabiston)

Manager Sabiston stated there was a resident that came to the Board Meeting in November to express her concerns about the Town using herbicides and pesticides and spraying them in Town. Manager Sabiston stated records are now being kept on when spraying takes place, and notifications are also now taking place to notify residents of when the spraying is taking place.

Director Crocker stated this is a hot topic, and there does not seem to be an effective alternative that achieves the same results. Director Crocker stated Chicago went organic on their chemical usage, and the testing at the end of the sample period produced the same results. Director Crocker stated round-up is mainly used in the spring around street poles, and around the trail at the Lake Park to cut down on weeds. Mayor Farrell asked what the safety requirement is for personal protective equipment when spraying chemicals. Director Crocker stated PPE required is usage of gloves, safety glasses, and dust mask. Director Crocker recommended developing a stricter policy on the application of spraying pesticides so that we have something in writing. Commissioner Laney stated there is going to be a pesticides class in February that will provide more information. Public Works Operations Manager Eric Honrine stated he plans to attend that class. Mayor Farrell suggested putting flag markers of where the area is located at that has recently been sprayed. Director Crocker stated that is an option as well, that will also provide notification.

9. Other Business.

a. CIP update

Director Wood stated work has been delayed on the Public Works office remodel so that security could be added to Public Works and new fobs could be issued for all staff. Roof replacement at the Wholesale Grocery Building and a heating unit has been replaced. Director Wood reviewed the remainder of this CIP plan for the year.

Director Wood stated the bid opening was held today for the paving project. Riley Paving came in with the low bid at \$105,365.00. Pending approval from the Town Board to move forward, Riley Paving could begin work in March.

Director Wood stated the Glendale waterline replacement project can not begin this year, due to the increased price of the project. However, Ives Drive can be replaced within the budgeted dollars available for this year. The consensus of the Board was to move ahead with using budgeted dollars for the Ives Drive waterline replacement.

Director Wood stated for the AMR project – 550 meters have been installed out of 1200 this year. Lift Station #7 – rebuilding should begin in February this year. Well #28 project has been completed and staff are currently submitting for all reimbursements for the project. Master Meter could do the study for free to see how many collectors would be needed for the AMR project to be totally automated, rather than a drive-by. A rough price for three collectors would be \$200,000.

Mayor Farrell asked for more litter signs to be put out. Mayor Farrell stated he would like to see one on Maple St. to help with litter. Another one could be used on Pee Dee Road, and also one near the Postmaster's House on South Street.

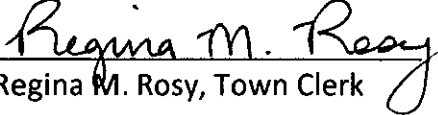
b. Aberdeen entrance Sign on Bethesda

Chief Inspector McGowan stated the contractor is not coming back. Chief Inspector McGowan stated he is going to attempt to get the sign repaired and positioned correctly. The Mayor requested to be invited out when that is happening so that he can have some input on how the sign is positioned.


- c. Mayor Farrell stated on Wednesday, January 15<sup>th</sup> at 7:30 p.m. there is a rental scheduled for a single citizen. The meeting is for concerned mothers who will be sending their children to the new Aberdeen Elementary School.

10. Adjournment.

A motion was made by Commissioner Laney, seconded by Commissioner Goodwin, to adjourn the Work Session. Motion unanimously carried 5-0.

  
Regina M. Rosy, Town Clerk

Minutes were completed in  
Draft form on January 13, 2020

  
Robert A. Farrell, Mayor

Minutes were approved  
on January 27, 2020

# Town of Aberdeen

COMMISSIONERS  
JOE DANNELLEY  
ELEASE GOODWIN  
WILMA LANEY  
BRYAN BOWLES  
TERESSA V. BEAVERS



ROBERT A. FARRELL, Mayor  
PAUL SABISTON, Town Manager  
REGINA M. ROSY, Town Clerk

## RESOLUTION #20-01

### RESOLUTION TO RELEASE PARTIAL SURETY FOR INFRASTRUCTURE IMPROVEMENTS

#### Shepherd Trail Phase 1 – Developer’s Portion

**WHEREAS**, A preliminary plat for the Shepherd Trail Subdivision was approved on March 28<sup>th</sup>, 2016 by the Town of Aberdeen Board of Commissioners; and

**WHEREAS**, The Unified Development Ordinance (UDO) requires that a developer install the improvements specified within the UDO or guarantee their installation; and

**WHEREAS**, Allan Casavant (the Developer) received approval of a final plat for Phase 1 containing thirty-nine (39) single family lots; and

**WHEREAS**, the Regulations specify that surety must be posted at 1.25 times the estimated cost of construction of any and all proposed improvements not complete at the time of presentation of a final plat for approval; and

**WHEREAS**, the total estimated cost of completing sidewalks for Phase 1 of the Shepherd Trail Development at the time of final plat approval was \$65,298.97; and

**WHEREAS**, the Developer provided surety in an amount equal to 1.25 times \$65,298.96, or \$81,623.70, at the time of final plat approval to guarantee all sidewalks for Phase 1 of the development; and

**WHEREAS**, the Developer was permitted to post surety in the form of multiple checks in the total amount of \$81,623.70 pledged to the Town of Aberdeen for the completion of Phase 1 sidewalks with the provision that such surety may be released upon confirmation of sidewalk completion or may be released in part based on confirmation that remaining sidewalks are adequately guaranteed by a reduced surety; and

**WHEREAS**, the Developer requested on March 12<sup>th</sup>, 2018 a partial surety release in the amount of \$12,627.07, described as “Developer’s Portion” on the attached Engineers Cost Estimate, having met in part the guarantee obligations; and



**WHEREAS**, the Developer requested on April 22<sup>nd</sup>, 2019 a partial surety release in the amount of \$21,882.65 for a portion on the attached Engineers Cost Estimate, having met in part the guarantee obligations; and

**WHEREAS**, the Developer requested on May 28<sup>th</sup>, 2019 a partial surety release in the amount of \$6,148.06 for a portion on the attached Engineers Cost Estimate, having met in part the guarantee obligations; and

**WHEREAS**, the Developer requested on November 14<sup>th</sup>, 2019 a partial surety release in the amount of \$4,829.96 for a portion on the attached Engineers Cost Estimate, having met in part the guarantee obligations; and

**WHEREAS**, the Developer, having met, in part, the obligations guaranteed by the surety, requests release of partial surety in the amount of \$14,401.30 for a portion on the attached Engineers Cost Estimate; and

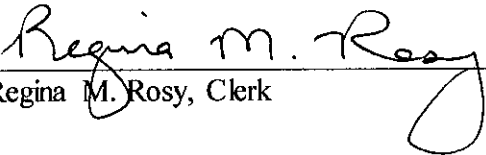
**WHEREAS**, the amount of remaining surety (\$21,734.66) for sidewalks yet to be completed shall be held until such time that new a request for release is brought to the Town Board and supported by a statement of adequacy from the Town of Aberdeen Public Works Director; and

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of the Town of Aberdeen that the Board shall release a check in the amount of \$14,401.30 to the Developer and that the balance of surety in the amount of \$21,734.66 shall remain in place as surety for completion of the remaining sidewalks for Phase 1 of the Shepherd Ridge Subdivision.

Adopted this the 13<sup>th</sup> day of January, 2020.

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

Attest:

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

# SanfordHolshouser

209 Lloyd Street, Suite 350 | Carrboro, NC 27510  
www.sanfordholshouserlaw.com

January 14, 2020

**By Electronic Mail**

Paul Sabiston  
Town Manager  
Town of Aberdeen

**Town of Aberdeen, North Carolina –  
2020 Installment Financing for Police Headquarters**

Dear Paul:

Thank you for giving us at Sanford Holshouser this chance to work with you and for the Town of Aberdeen as special counsel on the planned police headquarters financing. We appreciate the opportunity and the Town's confidence in us. I am writing now to confirm the scope of our work and our fee arrangements.

<b>Project</b>	Finance approximately \$5,875,000 to expand and renovate the police department headquarters building.
<b>Schedule</b>	We expect closing on the financing by mid- to late March.
<b>Our role</b>	Special counsel to the Town of Aberdeen
<b>Our fee</b>	\$12,500, payable at closing. There are no separate charges to you for such items as travel expenses, copying charges, postage or courier fees or anything similar.



**Sanford Holshouser LLP**

January 14, 2020

page 2

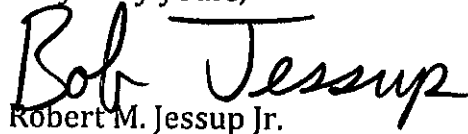
In the attachment to this letter, we've outlined our scope of work in more detail and further described our role in the financing and our billing practices. Please let us know if you have any questions or concerns you want to talk about.

\* \* \* \* \*

I hope you will find this letter to accurately set forth your understanding of our arrangements. Please call me if you have any questions or comments about the scope of our work or the fee arrangements. Otherwise, if the Town accepts these terms, please have a copy of this letter signed in the space below, and then please return a copy to me (a faxed or scanned copy, or one sent by first-class mail, will be sufficient).

Thank you once again for this opportunity to work with you and for the Town of Aberdeen.

Very truly yours,

  
Robert M. Jessup Jr.

cc: T.C. Morphis, Esq.  
David Cheatwood and Chazzo Habliston  
(by electronic mail)

**Also attached – Sanford Holshouser Form W-9**

**Accepted and approved:**

**Town of Aberdeen, North Carolina**

By: Robert A. Farrell

Printed name: Robert A. Farrell

Title: Mayor

## **Attachment to the Sanford Holshouser Engagement Letter**

### **Our scope of work**

As special counsel for the Town of Aberdeen, we will prepare the appropriate financing documents and coordinate the financing process with the Town and the other participants, including the lender and its counsel, the LGC, and the Town's financial adviser. At the closing, we will deliver our legal opinion as to the general enforceability of the Town's repayment obligations and as to certain tax issues. We will perform all the core services typically expected of special counsel, including preparing Board resolutions and public notices, preparing documents required for the closing and coordinating closing activities.

We strive to provide our services in a friendly, helpful, timely manner. We want you to have confidence in us and in the process. The transaction shouldn't be just a "black box" that nobody at the Town really understands or a cursory process of our telling you to "just sign this, just file that."

Our engagement does not include any work related to real estate matters, including obtaining title insurance commitments or policies or doing any research as to title matters. We will work with the Town Attorney (or any other attorney the Town selects) to coordinate getting that work done. Please also note that we are not financial advisers, and the Town should not look to us, or rely on us, for financial advice.

The Town's application to the Local Government Commission is the Town's responsibility. The application requires that we submit the forms of the financing documents and this fee arrangement letter, but the other forms and materials must be completed by Town representatives in consultation with other advisers.

### **A note on billing practices**

If the scope or nature of our required work changes in a material way, we would need to discuss with the Town appropriate changes to our fee arrangements.

## **Sanford Holshouser LLP**

January 14, 2020

page 4

We will defer any billing until the closing of the financing (or until it becomes clear that the financing will not be completed). We will submit a bill for our fee in connection with the closing. Our fees are not contingent on closing, however; if the financing does not close, we will charge the Town based on our hourly rates as in effect from time to time, plus our expenses and disbursements. It is our usual experience that local governments will pay bills within 30 days after presentation, but please let us know if that would be outside your normal processing time.

### **We represent only the Town as a separate entity.**

In this transaction we represent only the Town. We do not represent any other party to the transaction.

We represent the Town as a separate entity. We do not represent any individual Town officer or any individual Town governing board member. Our attorney-client privilege and our professional duty of confidentiality, for example, runs only to the Town as an entity and not to any individual representative. In some cases, the rules of professional responsibility for lawyers may require us to share information received from a Town representative with other Town representatives, or directly with the governing board.

We will take direction for our work from the Town Manager unless we are directed otherwise by the Town Attorney or the Mayor, but we will respond to requests by any Town representative known to us. We expect to discuss confidential matters concerning the Town's financial status and interests in the transaction with the Town's financial adviser. We will also respond to requests from the Town's auditors if presented to us as requests authorized by the Town.

### **The legal opinions we deliver must be objective.**

Although we serve as special counsel to the Town, it is our responsibility to deliver legal opinions at the closing that are objective; that is, they are to set forth our evaluation of legal matters without regard to the Town's financial or other interests. We will not represent any other party to the transaction, including the Town's financial adviser, although we will of course explain and discuss our view of the applicable law and requirements for compliance with all parties.

**Conflicts of interest**

We at Sanford Holshouser have an active public finance and community economic development practice. Not all the parties to this transaction have yet been identified. It is entirely possible that during our representation of the Town, one or more of our other clients may become involved in transactions with the Town. For example, when the Town selects a financial institution as a lender, we may then be in the process of representing that financial institution or some corporate affiliate in an unrelated transaction. In this regard we should mention that our Firm regularly represents BB&T on housing projects financed in cooperation with the Federal Home Loan Bank, although we do not regularly represent that bank on North Carolina local government financing projects.

We certainly do not expect that any such representation would produce an actual conflict with our work as special counsel on this transaction. We will endeavor to inform you of any such circumstance should it arise.

**We are proud of the clients we work for.**

We are proud of our work and the clients we work for. We may list the Town as a client (and include a description of our work for the Town) on our web site and in marketing materials. Please let us know if you object to our doing so. We will not include any information that would not be a public record or which may be particularly sensitive.

**When our engagement ends**

The Town can fire us from our representation at any time for any reason. You will owe us only for the work we have done to that point. We can also terminate our work for the Town at any time, but we are required in that case, by the rules of lawyers' professional responsibility, to take all steps reasonably necessary to make sure our resignation does not have a material adverse effect on the Town's interests.

Otherwise, we generally consider our engagement as concluded with the closing of the financing, except for the completion of miscellaneous "post-closing matters," such as completing collected sets of financing documents. Our Firm and the

**Sanford Holshouser LLP**

January 14, 2020

page 6

Town may identify other matters prior to the closing that have to be completed after the closing. Otherwise, after the closing any work on matters such as arbitrage rebate, document amendments, loan modifications or refinancings, IRS or SEC inquiry, tax law compliance or continuing disclosure would have to be the subject of a separate agreement between the Firm and the Town. After the closing, we will also ask the Town to provide an evaluation of our work.

- **Sanford Holshouser LLP**