FAYETTEVILLE CITY COUNCIL AGENDA REGULAR MEETING JULY 26, 2010 7:00 P.M.

VISION STATEMENT

The City of Fayetteville is a GREAT PLACE TO LIVE with a choice of DESIRABLE NEIGHBORHOODS, LEISURE OPPORTUNITIES FOR ALL, and BEAUTY BY DESIGN.

Our City has a VIBRANT DOWNTOWN, the CAPE FEAR RIVER to ENJOY, and a STRONG LOCAL ECONOMY.

Our City is a PARTNERSHIP of CITIZENS with a DIVERSE CULTURE and RICH HERITAGE, creating a SUSTAINABLE COMMUNITY.



FAYETTEVILLE CITY COUNCIL AGENDA JULY 26, 2010 7:00 P.M. City Hall Council Chamber

- 1.0 CALL TO ORDER
- 2.0 INVOCATION
- 3.0 PLEDGE OF ALLEGIANCE
- 4.0 APPROVAL OF AGENDA

5.0 CONSENT

- 5.1 Approve CenturyLink Five-Year Lease with Option for Five-Year Extension
- 5.2 Resolution to Set Public Hearing to Consider the Hope Mills Annexation Agreement
- 5.3 Case No. P10-21F. The rezoning of 0.13 acres more or less at 2212 Murchison Road from R5A Residential District to C1 Commercial District or to a more restrictive zoning classification (C1A recommended) Adrienne D Thorpe owner.
- 5.4 Case No. P10-22F. The rezoning of 3.62 acres at 719 Murchison Road from R5 Residential District to P2 Professional District. United Gospel Fellowship Covenant Ministries owner.
- 5.5 Case No. P10-24F. The rezoning of 0.44 acres at 8118 Cliffdale Road from C1P Commercial District to C1 Commercial District. Norris Asset Management Trust owner.
- 5.6 Case No. P10-25F. The initial zoning of 0.97 acres of recently annexed property at 1500 Jossie St. to R6 Residential District. Eureka Chapel Missionary Baptist Church owner.

- 5.7 Condemnation for demolition of 1460 North Street
- 5.8 Resolution Authorizing the Execution and Delivery of a Financing Agreement and Deed of Trust and Related Documents in Connection with the Financing of a New Parking Deck and Related Improvements for the City of Fayetteville, North Carolina
- 5.9 Resolution to Accept the State Grant and Capital Project Ordinance 2011-2 (Tree Clearing for Runways 10 & 4)
- 5.10 Special Revenue Fund Project Ordinance 2011-3 (2010 2011 Take Me Fishing Program)
- 5.11 Budget Ordinance Amendment 2011-1 and Capital Project Ordinance 2011-3 for Reid Ross Track Facility Improvements
- 5.12 Tax Refunds of Greater Than \$100
- 5.13 Bid Recommendation Water Meters
- 5.14 Verizon Wireless First Amendment to License Agreement and Memorandum of First Amendment to License Agreement for the Cliffdale Road and Wilson Street Sites
- 5.15 Budget Amendment #3 Annexation Phase V-Project 1 Capital Project Fund for Fiscal Years 2007-2011 and Budget Amendment #2 – Ft. Bragg Interim Water Service Project Fund for Fiscal Years 2007-2011 (PWC Financial Matters)

6.0 PUBLIC HEARINGS

6.1 Case No. P10-16F. The rezoning of property located at 9271 Cliffdale Road from AR & R15 to R10. Virginia Newton Barefoot owner.

Presenter: Craig Harmon, Planner II

6.2 Case No. P10-23F. **Appeal of a Zoning Commission Denial.** The rezoning of 2.04 acres of property at 6016 Cliffdale Rd. to C1P/CZ Commercial Conditional Zoning District. Phyllis K. Hemingway owner.

Presenter: Craig Harmon, Planner II

6.3 Case No. P09-39F. **Special Use Permit.** To Allow the Location of a Wireless Telecommunications Tower on the Property Located at 2610 Dundle Road Containing 0.584 Acres. L.J. Bruton Living Trust Owner.

Presenter: Janet Smith, Assistant City Attorney

7.0 OTHER ITEMS OF BUSINESS

7.1 Consider Adoption of Resolution Authorizing Condemnation to Acquire Right of Way (R/W) for the Ramsey Street Project

Presenter: Doug Hewett, Assistant City Manager

8.0 ADMINISTRATIVE REPORTS

- 8.1 Tax Refunds of Less Than \$100
- 8.2 City Clerk Monthly Statement of Taxes for June 2010

9.0 ADJOURNMENT

CLOSING REMARKS

POLICY REGARDING NON-PUBLIC HEARING AGENDA ITEMS

Anyone desiring to address the Council on an item that is not a public hearing must present a written request to the City Manager by 10:00 a.m. on the Wednesday preceding the Monday meeting date.

POLICY REGARDING PUBLIC HEARING AGENDA ITEMS

Individuals wishing to speak at a public hearing must register in advance with the City Clerk. The Clerk's Office is located in the Executive Offices, Second Floor, City Hall, 433 Hay Street, and is open during normal business hours. Citizens may also register to speak immediately before the public hearing by signing in with the City Clerk in the Council Chamber between 6:30 p.m. and 7:00 p.m.

POLICY REGARDING CITY COUNCIL MEETING PROCEDURES SPEAKING ON A PUBLIC AND NON-PUBLIC HEARING ITEM

Individuals who have not made a written request to speak on a nonpublic hearing item may submit written materials to the City Council on the subject matter by providing twenty (20) copies of the written materials to the Office of the City Manager before 5:00 p.m. on the day of the Council meeting at which the item is scheduled to be discussed.

COUNCIL MEETING WILL BE AIRED JULY 26, 2010 - 7:00 PM COMMUNITY CHANNEL 7

COUNCIL MEETING WILL BE RE-AIRED JULY 28, 2010 - 10:00 PM COMMUNITY CHANNEL 7

Notice Under the Americans with Disabilities Act (ADA): The City of Fayetteville will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Any person who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in any City program, service, or activity, should contact the office of Ron McElrath, ADA Coordinator, at <u>mcelrath@ci.fay.nc.us</u>, 910-433-1696, or the office of Rita Perry, City Clerk at <u>cityclerk@ci.fay.nc.us</u>, 910-433-1989, as soon as possible but no later than 72 hours before the scheduled event.

CITY COUNCIL ACTION MEMO

- TO: Mayor and Members of City Council
- FROM: Kecia Parker, Senior Paralegal
- **DATE:** July 26, 2010

RE: Approve CenturyLink Five-Year Lease with Option for Five-Year Extension

THE QUESTION:

How to respond to a request from CenturyLink to lease 117 square foot, 9 x 13 foot room, on the first floor of City Hall located at 433 Hay Street at the intersection of Hay and Pittman Streets.

RELATIONSHIP TO STRATEGIC PLAN:

More Efficient City Government - Cost Effective Services Delivery

BACKGROUND:

In 1990, the City of Fayetteville leased a 117 square foot room located on the first floor of City Hall to Carolina Telephone and Telegraph Company which is now known as CenturyLink. The leased property is used for installation, storage, and maintenance of cable, telephone, and internet equipment to serve the downtown area. This lease term will expire on September 30, 2010. CenturyLink has contacted the City of Fayetteville and has requested to continue to lease the premises. The lease rate will be \$1,404.00 per year which shall be payable on or before the 1st day of October of each year of the term, as set forth in the lease. The rate will be \$12.00 per square foot subject to an annual review and increase pursuant to current market values.

ISSUES: None

- **OPTIONS:** 1. Authorize the lease pursuant to North Carolina General Statute 160A-272.
- 2. Decline the lease.

RECOMMENDED ACTION:

Authorize the City Manager to enter into a five-year lease with an option for a five-year extension with CenturyLink beginning on October 1, 2010, with an annual rental rate of \$1,404.00 and further authorize him to do any and all things necessary to implement the lease consistent with the City Council's authorization.

ATTACHMENTS:

CenturyLink Lease

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

THIS LEASE AGREEMENT, made and entered into this the _____ day of September, 2010 by and between the CITY OF FAYETTEVILLE, a municipal corporation organized under the laws of the State of North Carolina (hereinafter referred to as the "LESSOR") and CenturyLink (formerly known as Embarq) (hereinafter referred to as the "LESSEE");

WITNESSETH:

- 1. <u>LEASED PROPERTY.</u> The LESSOR hereby leases to the LESSEE, subject to the terms and conditions hereinafter expressed one hundred seventeen (117) square feet, nine (9) foot by thirteen (13) foot room on the first floor in the southwest corner of the LESSOR'S City Hall Building located at the intersections of Hay and Pittman Streets within the City of Fayetteville and more particularly described in Attachment A to this lease.
- 2. <u>POSSESSION BY LESSEE</u>. Possession of the leased property shall be delivered to LESSEE not later than the commencement date of the lease.
- 3. <u>LESSOR'S WARRANTIES.</u> The LESSOR represents that it owns the leased property in fee simple and that the property is free from encumbrances except as referred to elsewhere in this lease. The LESSOR represents that it has the full right, power, and authority to enter into this lease for the term herein granted and that the leased property may be used by the LESSEE during the entire term for the purposes herein set forth.
- 4. <u>TERM.</u> The term of this lease shall be for a period of five years beginning on the 1st day of October 2010 and ending at midnight on the 30 TH day of June, 2015, unless notice is given by either party to terminate the lease as provided herein.
- 5. <u>OPTION TO EXTEND.</u> An option to extend the lease may be negotiated at the expiration of the current term for an additional five years.

- 6. <u>OPTION TO TERMINATE.</u> Either party may terminate this agreement by (1) giving thirty (30) days written notice to the other, (2) forfeiting all of its right, title and interest in and to all sums which it shall have paid as rent hereunder and (3) performing all of its obligations hereunder through such termination date, including the surrender of the leased property in good repair, ordinary wear and tear excepted, on or before that date.
- 7. <u>RENT.</u> The rent for the term of this lease shall be One Thousand Four Hundred Four Dollars and No/100 (\$1,404.00) per year payable in one installment that will be due on or before the 1st day of October 2010 and annually thereafter. This rent is based on a \$12.00 per square foot rate subject to an annual review and increase pursuant to current market values.
- 8. <u>LATE CHARGE</u>. In the event that any payment required to be paid by TENANT hereunder is not made within five (5) calendar days of when due, TENANT shall pay to LANDLORD, in addition to such payment or other charges due hereunder, a "late fee" in the amount of Fifteen and 00\100 Dollars (\$15.00). (Note. North Carolina law provides that the "late fee" specified in this paragraph may not exceed five (5) percent of the monthly rent or \$15.00, whichever is greater).
- 9. <u>TAXES.</u> The LESSOR agrees that it will list in its name for taxation the leased premises and all improvements and buildings thereon, provided; however, that should LESSOR's property ever be declared non-exempt from ad valorem taxes, then and in that event, the LESSEE agrees it will pay all taxes assessed against the leased premises and special assessments by the City or County during the term of this lease, to include all personal property of the LESSEE, and the real property demised herein.
- 10. <u>USE.</u> The LESSEE shall use and occupy the leased property for installation, storage, and maintenance of equipment to serve the downtown area. The LESSEE shall not use or knowingly permit any part of the leased property to be used for any other purpose or unlawful purpose. No alcoholic beverages may be served or sold on the demised premises without the permission of LESSOR.

- 11. <u>QUIET ENJOYMENT.</u> LESSEE, upon the payment of the rent herein reserved and upon the performance of all the terms of this lease, shall at all times during the lease term and during any extension or renewal term peaceably and quietly enjoy the leased property without any disturbance from the LESSOR or from any other person claiming through the LESSOR.
- 12. REPAIRS OR ALTERATIONS. (a) LESSEE shall make no alteration and no physical or structural change and no change in the color of surfacing shall be made to the exterior or interior of the building located on the premises without the written approval of the LESSOR, nor shall any additional structure be constructed or permitted to be built upon the premises unless the plans and exterior designs for such structure have likewise been approved in writing. (b) The LESSEE shall bear the entire expense of any repairs, alterations, improvements, maintenance and replacements required to be done to the leased property because of fault or neglect on the part of the LESSEE. (c) Any addition, alteration, or repair approved by the LESSOR shall be deemed real property if it becomes permanently affixed to the demised premises or cannot be removed without substantial injury to the demised premises. (d) The LESSOR shall be responsible for maintenance and repair of structures and improvements demised to the LESSEE to include mechanical systems, grounds and paving, except communications and tenant responsibilities cited in (b) above. (e) Any repairs, alternations improvements, maintenance and replacements required by the terms of this paragraph shall be accomplished with all applicable laws of all government authorities
- 13. <u>LESSEE'S COMPLIANCE WITH LAWS.</u> The LESSEE at its sole expense shall comply with all laws, orders, and regulations of federal, state, and municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon the LESSOR or the LESSEE with respect to the leased property. The LESSEE, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this lease, or for the making of repairs, alterations, improvements, or additions, and the LESSOR, where necessary, will join with the LESSEE in applying for all such permits or licenses.

- 14. SURRENDER. The LESSEE shall vacate the leased property in the good order and repair in which such property now is, ordinary wear and tear and casualties by accidental fire not occurring through the LESSEE's negligence alone excepted, and shall remove all its personal property therefrom so that the LESSOR can repossess the leased property not later than noon on the day upon which this lease or any extension thereof ends, whether upon notice or by holdover or otherwise. The LESSOR shall have the same rights to enforce this covenant by ejectment and for damages or otherwise as for the breach of any other condition or covenant of this lease. The LESSEE may at any time prior to or upon the termination of this lease or any renewal or extension thereof remove from the leased property all materials, equipment, and personal property of every other sort of nature installed by the LESSEE thereon, provided that such property is removed without substantial injury to the leased property. No injury shall be considered substantial if it is promptly corrected by restoration to the condition prior to the installation of such property, if so requested by the LESSOR. Any such property not removed shall become the property of the LESSOR.
- 15. <u>UTILITIES.</u> It is agreed and understood between the parties hereto that the Tenant shall be responsible for all charges for telephone or other communication service used, rendered, or supplied upon or in connection with the leased property, and shall indemnify the Landlord against any liability or damages on such account.
- 16. <u>*REMEDIES.*</u> If either party shall fail to comply with any provision of this lease, said party shall be in default and if said party shall have remained in default for ten (10) days after receipt of notice of default, there shall be a breach of this lease and the lease shall be terminated immediately. If required by the non-defaulting party, the defaulting party shall remain fully liable for performing his remaining obligations under this lease. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, to include attorney fees, incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent

breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative or every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise any may be enforced concurrently or from time to time.

- 17. <u>LESSOR'S RIGHT TO PERFORM.</u> If the LESSEE shall default in the performance of any covenant or condition in this lease required to be performed by the LESSEE, the LESSOR may, after ten (10) days written notice to the LESSEE, perform such covenant or condition for the account and at the expense of the LESSEE, and the LESSEE shall reimburse the LESSOR for the amount of such expense. Should the LESSEE, pursuant to this lease, become obligated to reimburse or otherwise pay the LESSOR any sum of money in addition to the specific rent, the amount thereof shall be deemed additional rent, in which event the LESSOR shall have the remedies for default in the payment thereof provided by this lease. The provisions of this paragraph shall survive the termination of this lease.
- 18. <u>LESSOR'S RIGHT OF ENTRY.</u> The LESSOR and its representatives may enter the leased property, at any reasonable time, for the purpose of inspecting the leased property, performing any work which the LESSOR elects to undertake made necessary by reason of the LESSEE's default under the terms of this lease, exhibiting the leased property for sale, lease, or mortgage, financing, or posting notices of nonresponsibility under any mechanic's lien law.

19. INSURANCE.

(a) The LESSOR shall keep the building improvements situated on the leased property insured against loss or damage by fire with all risk extended coverage endorsement in an amount sufficient to prevent the LESSOR and LESSEE from becoming a co-insurer under the terms of the applicable policies. Any and all insurance proceeds payable under any such extended coverage policy shall be payable to the LESSOR. Such insurance shall be issued by financially responsible insurers duly authorized to do business in this state.

- (b) Notwithstanding paragraph 17(a), LESSEE, at its own expense, shall insure its own contents, including any computer equipment, any hardware or software attendant thereof, against loss by fire, theft, vandalism, or any other physical damage not due to the negligence of the LESSOR.
- (c) LESSEE, at LESSEE's own expense, agrees to obtain, and keep in force during the entire term of this agreement, Commercial General Liability Insurance in a minimum amount of \$1,000,000.00 combined single limit of coverage for the protection of LESSOR against all liabilities of any nature that may accrue against the LESSOR because of damage to the property of, injury to or death of any person, under any circumstances when that damage, injury or death is due to the negligence of LESSEE, its agents, employees or invitees. Such insurance shall be issued by an insurance company licensed by the State of North Carolina. A copy of a certification of insurance shall be provided to the LESSOR by LESSEE on or before the effective date of this lease.
- (d) LESSEE shall provide the LESSOR with proof of worker's compensation coverage as is required by North Carolina state statute.
- (e) Each of the policies and certificates listed above, except for worker's compensation insurance, shall show the LESSOR as an additional named insured and shall bear the following provision: This policy cannot be canceled or not renewed, reduced in amount, or coverage eliminated in less that thirty days after the insurer mails written notice to the insured and the LESSOR giving notice of such alteration, cancellation, or reduction in coverage sent by certified mail to the LESSOR at the following address: City of Fayetteville, Risk Management, 433 Hay Street, Fayetteville, NC 28301.
- (f) The above insurance coverages and limits required of the LESSEE under this agreement are designed to meet the minimum requirement of the LESSOR. These requirements are not a recommended program of insurance. LESSEE alone is responsible for the sufficiency of its own insurance program. If LESSEE has any questions concerning his coverage profession insurance assistance should be obtained by LESSEE.
- (g) The LESSOR, its agents, officers and employees shall in no way be responsible to any person, firm or corporation for LESSEE's acts or

omissions. It is further agreed that in the exercise or enjoyment of the privileges herein granted, the LESSEE shall indemnify, save and hold harmless the LESSOR, its agents, officers, and employees from any and all claims, demands, suits, judgments, costs, expenses (including attorney fees) and liability to persons and/or property which result from or grow out of any negligence on the part of the LESSEE or its agents, servants, officers, employees or invitees.

- 20. <u>ASSIGNMENT AND SUBLETTING.</u> It is intended by the parties that the LESSEE shall not be permitted to sublease the premises without written approval of the LESSOR.
- 21. <u>INDEMNIFICATION</u>. Except for claims arising out of acts caused by the affirmative negligence of the LESSOR or its representatives, the LESSEE shall indemnify and defend the LESSOR and the leased property, at the LESSEE's expense, against all claims, expenses and liabilities proximately caused by any act or negligence of the LESSEE or its agents, contractors, employees or licensees arising from the operation, management, or use of the leased premises during the term of this lease.

22. DESTRUCTION OF PREMISES; CONDEMNATION.

(a) In the event of damage or destruction to the leased premises as a result of fire, or other loss not due to normal wear and tear, LESSOR shall be required to repair the premises in an expeditious manner as possible provided that the LESSOR's expenditures and repair shall not exceed the insurance proceeds payable under the policy maintained pursuant 17(a) of this lease; provided further, that in the event the damage or destruction of the premises exceeds more than fifty percent (50%) of its then reproducible or replacement cost, as determined by a building contractor licensed to do business in the state of North Carolina, then LESSOR shall be under no obligation to repair or restore the premises and all insurance proceeds shall be payable as set forth in paragraph 17(a). In the case of either a partial destruction, all rent shall be apportioned to the date of the loss.

(b) In the event that the demised premises are subject to acquisition under the laws of eminent domain by any public or private condemnor, and the taking is less than the entire demised premises, LESSEE shall have the option to terminate this lease provided that the portion of the demised premises remaining after the taking is sufficient in size to make it feasible for LESSEE to continue its operation and use of the property for the remainder of the term of the lease; if the taking is of the entire premises, then in that event the lease shall terminate. In the event of either a partial or total taking, (1) all rent shall be apportioned at the date of taking, and (2) LESSOR shall be entitled to all compensation awarded by the condemning authority either by payment, settlement, or jury award.

21. <u>NOTICES.</u> Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party whom the notice is to be given, as designated by such party in writing. The LESSOR hereby designates its address as 433 Hay Street, Fayetteville, North Carolina 28301. The LESSEE hereby designates its address as 14111 Capital Boulevard, Wake Forest, North Carolina 27587-5900.

22. <u>SOVEREIGN LAW.</u> This lease shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.

23. <u>ENTIRE AGREEMENT.</u> This lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

24. <u>*BINDING.*</u> This agreement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN WITNESS WHEREOF, the parties have executed this lease agreement in duplicate the date first above written.

[Remainder of Page Intentionally Left Blank]

APPROVED AS TO FORM:

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

KAREN M. MCDONALD, City Attorney

LISA T. SMITH, Chief Financial Officer

CITY OF FAYETTEVILLE

(Corporate Seal)

By: Dale Iman, City Manager

ATTEST:

Rita Perry, City Clerk

CenturyLink

By:

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

I, ______, a Notary Public of _____ County, North Carolina, do hereby certify that RITA PERRY personally appeared before me this day and acknowledged that she is the CITY CLERK for the CITY OF FAYETTEVILLE, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City of Fayetteville, the foregoing instrument was signed in its name by its City Manager, DALE IMAN, sealed with its corporate seal and attested by RITA PERRY as its City Clerk.

WITNESS my hand and Notarial Seal this the _____ day of _____, 2010.

(Official Seal)

NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

l,, a	Notary Public of
County, North Carolina, certify that	personally came before
me this day and acknowledged thate is	of the Fayetteville
Urban Ministry, Inc., a corporation and thate, as	being authorized to do
so, executed the foregoing on behalf of the corporation	on.

WITNESS my hand and official seal, this the _____ day of _____, 2010.

(Official Seal)

PUBLIC NOTARY

My Commission Expires: _____

CITY COUNCIL ACTION MEMO

- TO: Mayor and Members of City Council
- FROM: Kristoff Bauer, Assistant City Manager
- **DATE:** July 26, 2010
- RE: Resolution to Set Public Hearing to Consider the Hope Mills Annexation Agreement

THE QUESTION:

Should the Council act to set the date for a statutorily required public hearing on the proposed Annexation Agreement with Hope Mills.

RELATIONSHIP TO STRATEGIC PLAN:

Council's Goal 1 "Growing City, Livable Neighborhoods - A Great Place To Live" specifically identifies the development of an "Annexation and Policy: Report, Resolution of Consideration and Actions." This item responds to this action item seeking further guidance from Council to assist in successfully completing this task.

BACKGROUND:

On January 11, 2010, staff raised the potential need for an annexation agreement with the Town of Hope Mills. The Town of Hope Mills is considering the voluntary satellite annexation of a parcel near Jack Britt High School that is closer to Fayetteville. The parcel is slated for a commercial development project. Fayetteville could act to prevent this annexation, but it was and is recommended that we enter into an annexation agreement to facilitate that request.

Staff has negotiated an annexation agreement with Hope Mills that is ready for consideration by the City Council and the Town Board.

Other Issues:

Staff is also working on a Resolution Of Consideration based on past feedback from Council and a clarification of the existing assessment policy pertaining to City initiated annexations. These will be brought forward along with the Hope Mills Annexation Agreement. The action before Council at this point simply sets the date for considering all three issues.

ISSUES:

State law requires that annexation agreements be adopted by ordinance after both jurisdictions have held a public hearing thereon.

OPTIONS:

- 1. Take no action the public hearing will not be noticed or scheduled
- 2. (Recommended) Adopt the attached resolution setting the public hearing for August 23rd .
- 3. Adopt and amended resolution setting the public hearing for another date.

RECOMMENDED ACTION:

Staff recommends that Council move to adopt the attached resolution setting a public hearing on the proposed annexation agreement with Hope Mills for the City Council's regular Council Meeting set for Monday, August 23rd.

ATTACHMENTS:

Resolution to Set a Public Hearing

A RESOLUTION SETTING A PUBLIC HEARING DATE REGARDING THE FAYETTEVILLE-HOPE MILLS ANNEXATION AGREEMENT (PURSUANT TO N.C. G.S. 160A-58.2)

WHEREAS, an Annexation Agreement has been negotiated between the Town of Hope Mills, North

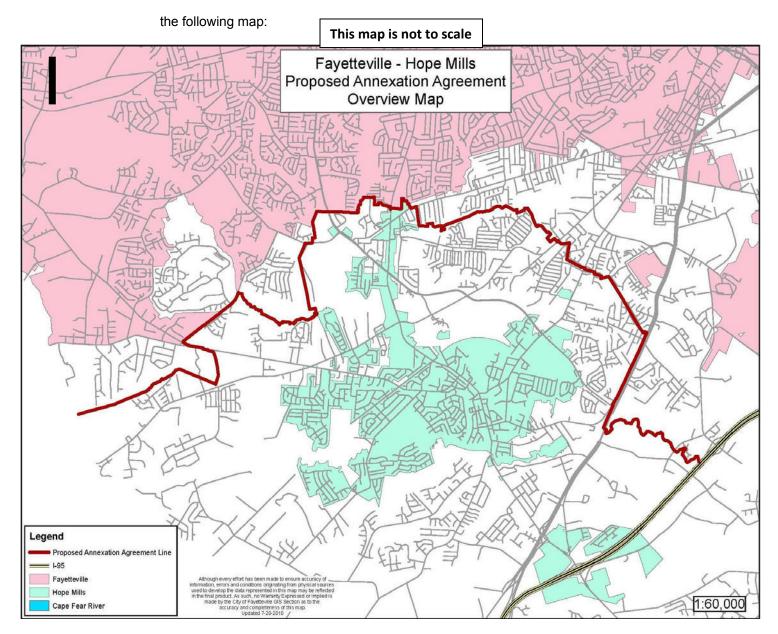
Carolina and the City of Fayetteville, North Carolina; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fayetteville of North Carolina

that:

Section 1. A public hearing to accept Citizens' comments regarding the Fayetteville-Hope Mills Annexation Agreement will be held at 7:00 p.m. on August 23, 2010, in the Council Chambers located at 433 Hay Street, City Hall.

Section 2. The subject area is defined by an extraterritorial jurisdiction boundary line as illustrated in



Section 3. Notice of the public hearing shall be published in the Fayetteville Observer, a newspaper having general circulation in the City of Fayetteville of North Carolina, at least ten (10) days prior to the date of the public hearing.

Adopted by the Fayetteville City Council in regular session this _____ day of _____, 2010.

Anthony G. Chavonne, Mayor

ATTEST:

Rita Perry, City Clerk

CITY COUNCIL ACTION MEMO

- TO: Mayor and Members of City Council
- FROM: Craig Harmon, Planner II
- **DATE:** July 26, 2010
- RE: Case No. P10-21F. The rezoning of 0.13 acres more or less at 2212 Murchison Road from R5A Residential District to C1 Commercial District or to a more restrictive zoning classification (C1A recommended) Adrienne D Thorpe owner.

THE QUESTION:

Rezone a residentially zoned property to allow for commercial use for an existing office and beauty shop.

RELATIONSHIP TO STRATEGIC PLAN:

Growth and Commercial Development

BACKGROUND:

Owner: Adrienne D. Thorpe Applicant: Adrienne D. Thorpe Requested Action: R5A to C1 (C1A Recommended) Property Address: 2212 Murchison Road City Council District: 4 (Haire) Status of Property: Developed Size: 0.13 +/- acres Existing Land Use: 1 Commercial Duplex Structure Adjoining Land Use & Zoning: North – R5A - Single Family Residential / South - CP & C1P – Local Business District / East – R5A- Single Family Residential / West – C1 - Local Business District Letters Mailed: 59

Special Information : Area included in numerous plans over the years. Most recent approved plans are :

Murchison Road Corridor Plan which calls for mixed use in this area.

2010 Land Use Plan: Heavy Commercial

2030 Polices: Property is classified as Urban (Areas Designated for Immediate Urban Level Development). Urban Areas provide for the continued development and redevelopment of the larger, contiguous urbanized areas in Fayetteville. Urban Areas include lands that are currently urban in character and have a full range of urban services in place, or are well located for the timely, cost-effective provision of urban services.

Transportation: Murchison Road is a Major Thoroughfare. It has an average daily traffic count of 15,000 vehicles in this area.

R5A – Predominately a single-family residential district, but with smaller lot areas per family required, permitting more frequent use of two-family and multifamily structures. (5 units would be allowed)

C1 – Primarily for the conduct of retail trade in outlying shopping areas with emphasis on daily necessities for the convenience of surrounding residential areas.

C1A-Exclusively for the conduct of retail trade in residential areas and providing daily necessities for the convenience of area residents.

ISSUES:

Site is small with very narrow limited parking. The building is small in scale and more a part of the neighborhood area with access to pedestrian-oriented uses. This property is located adjacent to R5A Residential and C1 Commercial; CP1 zoning is also west of this property. More appropriate zoning code should be explored based on the proposed use of a Beauty Shop and Office Space. Property is located in the Murchison Road Corridor and would provide area residents with needed service. Proposed widening of Murchison Road under the design recommended by Kimley-Horn in the Recent Phase II Murchison Corridor Plan would not impact this property.

Zoning Commission and Staff recommend Approval of the rezoning to C1A (not C1), which was acceptable to the applicant, based on:

1. The 2010 Land Use Plan calls for Commercial for this property, C1A is one of the City's Neighborhood Commercial Districts.

- 2. Public utilities are available to this development.
- 3. Murchison Road is a Major Thoroughfare, appropriate for reasonable access.
- 4. Murchison Road Corridor Plan designates property to be zoned mixed.

Staff notes that in the UDO the use would continue to be conforming in the NC Neighborhood Commercial district, and would continue to allow the mix of residential as well as a limited number of small scale business uses serving the adjacent neighborhoods.

OPTIONS:

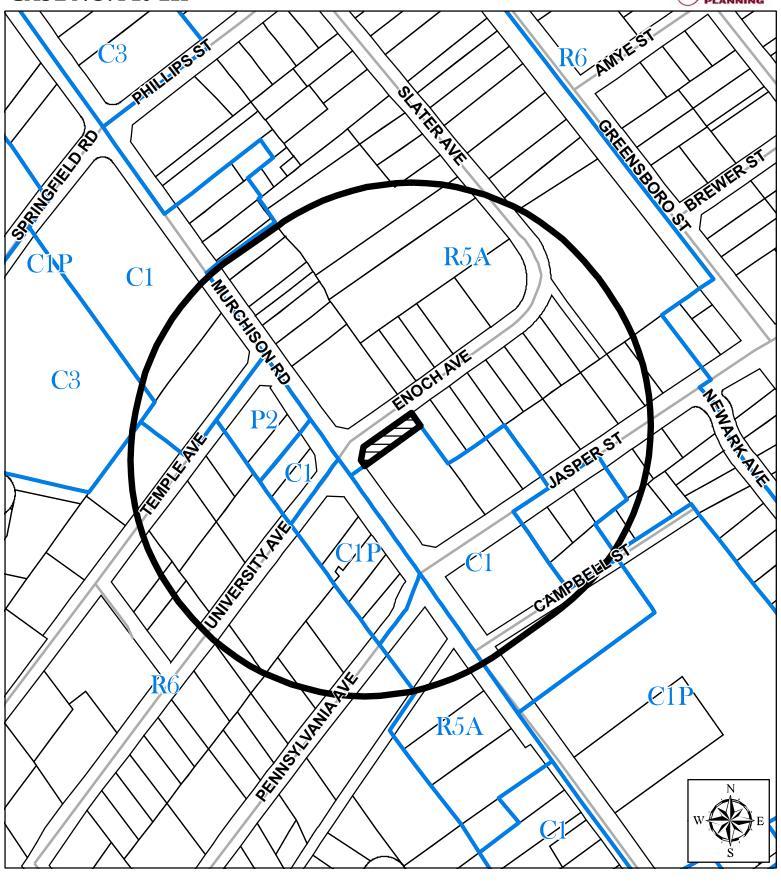
 Rezone the property to a more restrictive district C1A Commercial (recommendation) as part of the Consent Agenda; This recommendation is consistent with the Development Plan for the Murchison Road Corridor and was acceptable to the applicant.
 Remove from Consent Items and set a Public Hearing.

RECOMMENDED ACTION:

Zoning Commission and Staff recommend that the City Council move to approve the rezoning from R5A Residential District to C1A Area Commercial District based on the reasons provided above (in issues).

ATTACHMENTS:

Zoning Map Current Landuse 2010 Plan Zoning Commission Minutes ZONING COMMISSION CASE NO. P10-21F Fairente ville

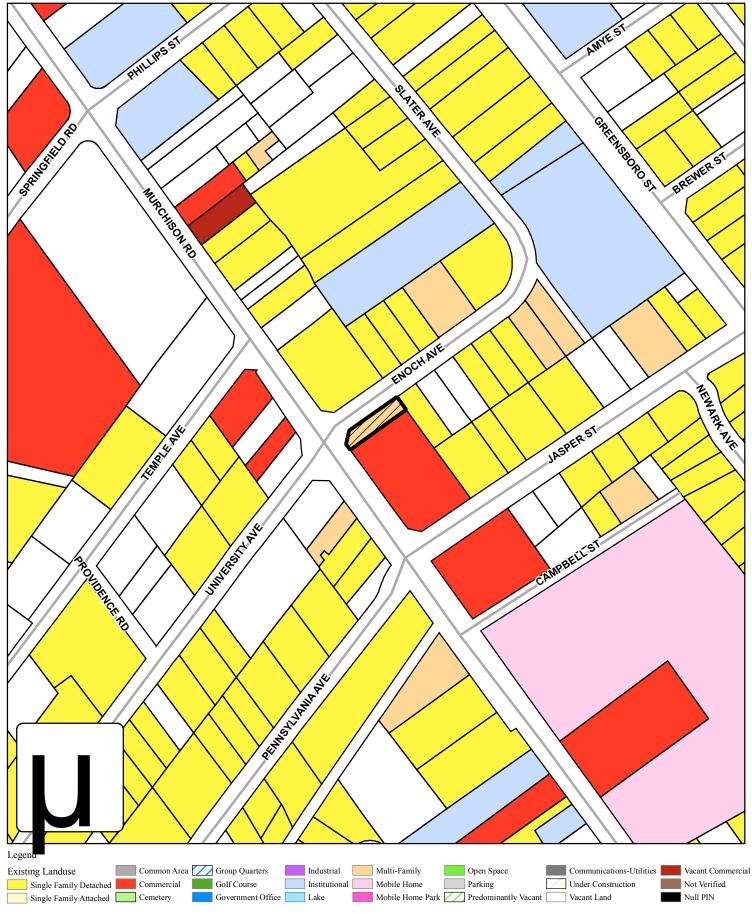


Request: R5A to C1 Location: 2212 Murchison Rd. Acreage: +/- 0.13 Zoning Commission:6/8/2010 Recommendation: _____ City Council: ______ Final Action: _____ Pin: 0428-86-3075

Letters are being sent to all property owners within the circle, the subject property is shown in the hatched pattern.

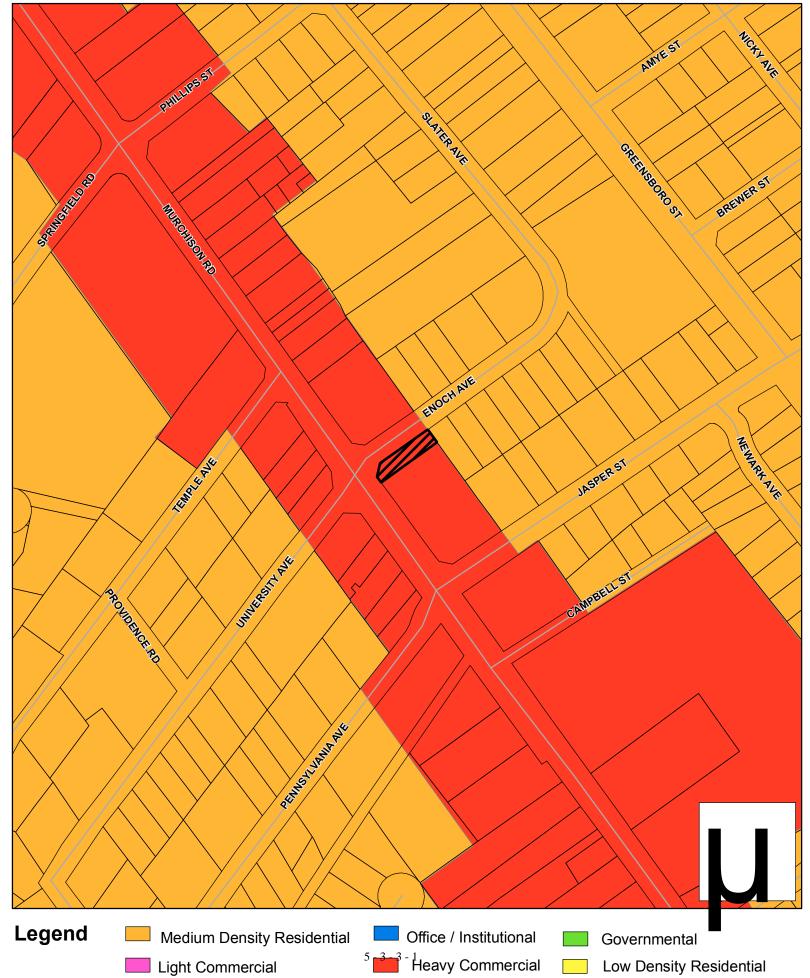
Current Land Use P10-21F





2010 Land Use Plan Case No. P10-21F





MINUTES CITY OF FAYETTEVILLE ZONING COMMISSION CITY COUNCIL CHAMBER 1ST FLOOR, CITY HALL JUNE 8, 2010 @ 7:00 P.M.

MEMBERS PRESENT

Pete Paoni Richard West John Crawley Lockett Tally Marshall Isler Steve Mannell **MEMBERS ABSENT** Martin J. Hendrix

OTHERS PRESENT Karen Hilton, Planning Manager Craig Harmon, Planner Janet Smith, Asst. City Atty David Steinmetz, Inspections Chadwick Mitchell, Planning Intern

The meeting was called to order at 7:00pm.

I. APPROVAL OF AGENDA

Mr. West made a motion to approve the agenda for June 8, 2010. Mr. Crawley seconded the motion. A vote was taken and passed unanimously.

II. APPROVAL OF THE MINUTES FROM THE May 11, 2010 MEETING

Mr. Crawley made a motion to approve the minutes from the May 11, 2010 meeting. The motion was seconded by Mr. Tally. A vote was taken and passed unanimously.

III. PUBLIC HEARINGS

Mr. Paoni explained the Commission members' job was to conduct public hearings, listening carefully to the testimony from both sides to make recommendations that would be forwarded to City Council for final action. Each side will be given fifteen (15) minutes, collectively, to speak and must be signed up prior to the meeting. Request for Special Use Permits are quasi-judicial and speakers must be sworn in before speaking. Any aggrieved party has ten (10) days from today's meeting to file an appeal with the City Clerk's Office, located on the second floor of City Hall

B. Case No. P10-21F. The rezoning from R5A Residential District to C1 Commercial District or to a more restrictive zoning classification for property located at 2212 Murchison Road. Containing 0.13 acres more or less and being the property of Adrienne D Thorpe.

Mr. Mitchell presented the case. He gave an overview of the case. Mr. Mitchell used photos and maps to explain the current land use for the property and the surrounding areas. He explained that the site is small with very narrow, limited parking. Mr. Mitchell said that the parcel is small in scale and more in neighborhood area with access to pedestrian oriented uses. Mr. Mitchell said that the property is located adjacent to R5A Residential and C1 Commercial, and that CP1 zoning is also west of this property. Mr. Mitchell stated that a more appropriate zoning code should be explored based on the proposed use of a Beauty Shop and Office Space and that the property is located in the Murchison Road Corridor and would provide area residents with needed service. Mr. Mitchell explained that the proposed widening of Murchison Road under the design recommended by Kimley-Horn in the Recent Phase II Murchison Corridor Plan would not impact this property.

Mr. Mitchell stated that staff recommends that the Zoning Commission move to APPROVE the rezoning from R5A Residential Districts to the **C1A** Commercial District based on the following reasons:

- 1. The 2010 Land Use Plan calls for Commercial for this property, C1A is one of the City's Neighborhood Commercial Districts.
- 2. Public utilities are available to this development.
- 3. Murchison Road is a Major Thoroughfare, appropriate for reasonable access.
- 4. Murchison Road Corridor Plan designates property to be zoned mixed.

The public hearing was opened.

Ms. Adrianne Thorpe appeared in favor of the request.

Ms. Angela Bagley appeared in favor of the request.

There was no one to appear in opposition.

The public hearing was closed.

Mr. Crawley made a motion to approve the rezoning to C1A. The motion was seconded by Mr. West. A vote was taken and passed unanimously.

CITY COUNCIL ACTION MEMO

- TO: Mayor and Members of City Council
- FROM: Craig Harmon, Planner II
- **DATE:** July 26, 2010
- RE: Case No. P10-22F. The rezoning of 3.62 acres at 719 Murchison Road from R5 Residential District to P2 Professional District. United Gospel Fellowship Covenant Ministries owner.

THE QUESTION:

Rezone a residentially zoned property to a professional zoning district to allow for an adaptive reuse of the existing buildings.

RELATIONSHIP TO STRATEGIC PLAN:

Growth and Development

BACKGROUND:

Owner: United Gospel Fellowship Covenant Ministries Applicant: United Gospel Fellowship Covenant Ministries Requested Action: R5 to P2 Property Address: 719 Murchison Road City Council District: 2 (Davy) Status of Property: Developed Size: 3.62 +/- acres Existing Land Use: Church and former assisted living center Adjoining Land Use & Zoning: North – C1 & P2 – Commercial & Professional Development / South – R5 & R5A – Multi-Family Residential / East – R5- Cemetery / West – R5 & R5A – Park

2010 Land Use Plan: Downtown and Conservation

2030 Growth Vision Plan: Policy 9.3: OFFICE AND INSTITUTIONAL DEVELOPMENT may be encouraged to locate as a transitional land use between residential areas and activities of higher intensity, including major highways. Existing residences fronting on a once quiet roadway, now intensively traveled, may be candidates for conversion to office and institutional uses.

Land Use & Economic Development Plan, Murchison Road Corridor: This plan calls for Mixed-Use and Institutional uses for this property. This property is not part of any of the areas sited as "catalyst sites" in the plan.

Letters Mailed: 29 Transportation: Murchison Road is a Major Thoroughfare. It has an average daily traffic count of 12-15.000 vehicles in this area.

R5 – "Predominately a single-family residential district but with smaller lot areas per family required, permitting frequent use of two-family and multifamily structures." (99 residential units would be allowed on this lot under the current zoning)

P2 - "Predominately residential in character, but primarily for general office uses. An office and retail specialty shop area with mixed residential use designated to provide a transition from high intensity use areas to residential districts." (99 residential units would be allowed on this lot under P2 zoning)

ISSUES:

This property was formerly an assisted living facility. Currently the United Gospel Fellowship Covenant Ministries owns this property. They would like to use this property for a community resource center, leased office space, fitness center, professional office space, education, assembly and a café. Part of the northern part of this property is zoned C1. That portion would remain zoned commercial.

Zoning Commission and Staff recommend Approval of the rezoning to P2 based on:

1. The 2010 Land Use Plan calls for Downtown uses for this property. P2 allows for a mix of uses similar to what is looked for in the Downtown district.

2. The property is currently institutional and vacant.

3. The P2 Zoning District would allow for either office or residential uses, which would serve as a buffer between the commercial districts and university to the north.

OPTIONS:

1. Rezone the property to P2 Professional. (Recommended), as part of the Consent Agenda;

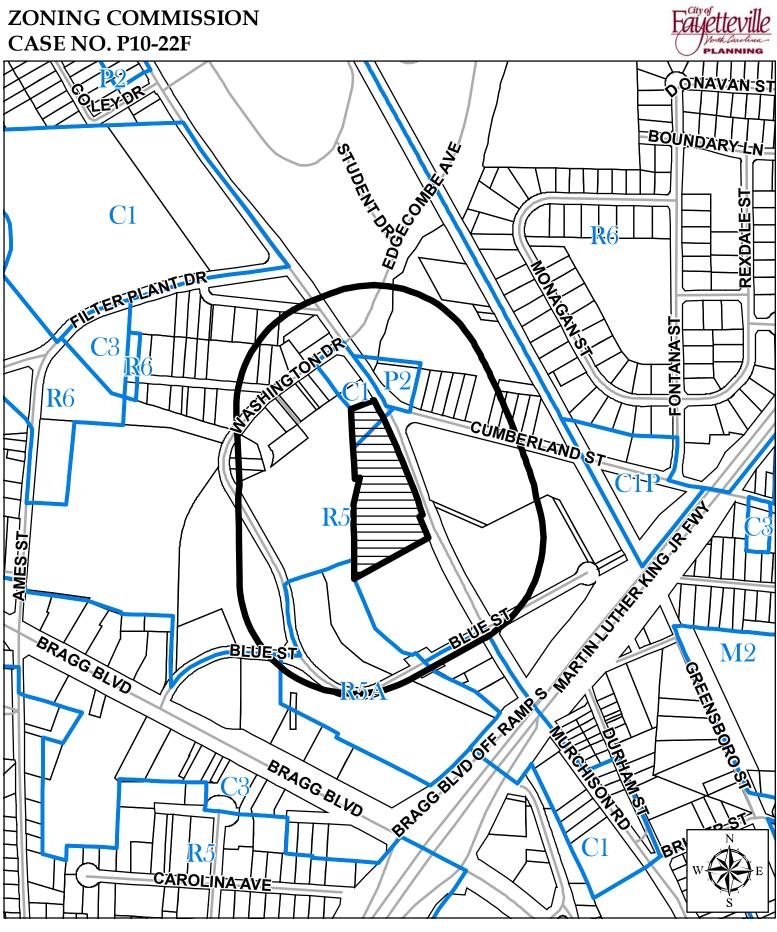
2. Remove from Consent Items and set a Public Hearing.

RECOMMENDED ACTION:

Zoning Commisson and Staff recommend that the City Council move to approve the rezoning from R5 Residential Zoning District to P2 Professional Zoning District based on the reasons provided above (in issues).

ATTACHMENTS:

Zoning Map Ortho Photo Zoning Commission Minutes



Request: R5 to P2 Location: 719 Murchison Rd. Acreage: +/- 3.62 Zoning Commission:6/8/2010 F City Council: _____ Pin: 0437-29-5137

Recommendation: _____

Letters are being sent to all property owners within the circle, the subject property is shown in the hatched pattern.

ZONING COMMISSION CASE NO. P10-22F





MINUTES CITY OF FAYETTEVILLE ZONING COMMISSION CITY COUNCIL CHAMBER 1ST FLOOR, CITY HALL JUNE 8, 2010 @ 7:00 P.M.

MEMBERS PRESENT

Pete Paoni Richard West John Crawley Lockett Tally Marshall Isler Steve Mannell **MEMBERS ABSENT** Martin J. Hendrix

OTHERS PRESENT

Karen Hilton, Planning Manager Craig Harmon, Planner Janet Smith, Asst. City Atty David Steinmetz, Inspections Chadwick Mitchell, Planning Intern

The meeting was called to order at 7:00pm.

I. APPROVAL OF AGENDA

Mr. West made a motion to approve the agenda for June 8, 2010. Mr. Crawley seconded the motion. A vote was taken and passed unanimously.

II. APPROVAL OF THE MINUTES FROM THE May 11, 2010 MEETING

Mr. Crawley made a motion to approve the minutes from the May 11, 2010 meeting. The motion was seconded by Mr. Tally. A vote was taken and passed unanimously.

III. PUBLIC HEARINGS

Mr. Paoni explained the Commission members' job was to conduct public hearings, listening carefully to the testimony from both sides to make recommendations that would be forwarded to City Council for final action. Each side will be given fifteen (15) minutes, collectively, to speak and must be signed up prior to the meeting. Request for Special Use Permits are quasi-judicial and speakers must be sworn in before speaking. Any aggrieved party has ten (10) days from today's meeting to file an appeal with the City Clerk's Office, located on the second floor of City Hall

C. Case No. P10-22F. The rezoning from R5 Residential District to P2 Professional District or to a more restrictive zoning classification for property located at 719 Murchison Road. Containing 3.62 acres more or less and being the property of United Gospel Fellowship Covenant Ministries.

Mr. Harmon presented the case. He gave an overview of the case. Mr. Harmon explained the current land use for the property and the surrounding areas. He stated that the 2010 land use plan called for Downtown and Conservation. Mr. Harmon showed pictures to explain current land use of the property.

Mr. Harmon explained that this property was formerly an assisted living facility. He explained that currently the United Gospel Fellowship Covenant Ministries owns this property. He said that they would like to use this property for a community resource center, leased office space, fitness center, professional office space, education, assembly and a café. Mr. Harmon explained that part of the northern part of this property is zoned C1 and that portion would remain zoned commercial.

Mr. Harmon stated that staff recommendation was to approve the request to P2 Office District based up the following reasons:

- 1. The 2010 Land Use Plan calls for Downtown uses for this property. P2 allows for a mix of uses similar to what is looked for in the Downtown district.
- 2. The property is currently institutional and vacant.
- 3. The P2 Zoning District would allow for either office or residential uses, which would serve as a buffer between the commercial districts and university to the north.

The public hearing was opened.

Chris Harris spoke in favor of the rezoning.

The public hearing was closed.

Mr. West made a motion to approve the rezoning to P2. Mr. Talley seconded the motion. A vote was taken and passed unanimously.

CITY COUNCIL ACTION MEMO

- TO: Mayor and Members of City Council
- FROM: Craig Harmon, Planner II
- **DATE:** July 26, 2010
- RE: Case No. P10-24F. The rezoning of 0.44 acres at 8118 Cliffdale Road from C1P Commercial District to C1 Commercial District. Norris Asset Management Trust owner.

THE QUESTION:

Rezone a commercial zoning district to a different commercial zoning district to ease the setback requirements.

RELATIONSHIP TO STRATEGIC PLAN:

Growth and Development

BACKGROUND:

Owner: Norris Asset Management Trust Applicant: Norris Asset Management Trust Requested Action: C1P to C1 property Address: 8118 Cliffdale Road City Council District: 8 (Mohn) Status of Property: Developed Size: 0.44 +/- acres Existing Land Use: Vacant Adjoining Land Use & Zoning: North – C1P – Commercial Development / South – R10 – Single Family Residential / East – C1P- Commercial Development / West – C1 – Commercial Development 2010 Land Use Plan: Heavy Commercial Letters Mailed: 57 Transportation: Cliffdale Road is a Major Thoroughfare. It has an average daily traffic count of 33,000 vehicles.

C1P – Identical to the C1 local business district except for setbacks and that plans as required by the subdivision chapter must be submitted to the planning agency for approval prior to development; and, mixed residential use is permitted with special limitations.

C1-Primarily for the conduct of retail trade in outlying shopping areas with emphasis on daily necessities for the convenience of surrounding residential areas.

ISSUES:

The purpose for rezoning is to reduce the side yard setback requirements. The C1P district requires a minimum 30 foot side yard setback; the C1 district allows building to the property line with a firewall or a 3 foot setback without one. Because of the width (approximately 100 feet) of this lot, C1P would limit what could be built on it.

Zoning Commission and Staff recommend Approval of the rezoning to C1 based on:

- 1. The 2010 Land Use Plan calls for Heavy Commercial for this property.
- 2. The property is currently zoned commercial.
- 3. The C1 Zoning District is less restrictive than the C1P in its setback standards.

4. The property is almost surrounded by Commercial Zoning. (Residential zoning is across Cliffdale Road)

OPTIONS:

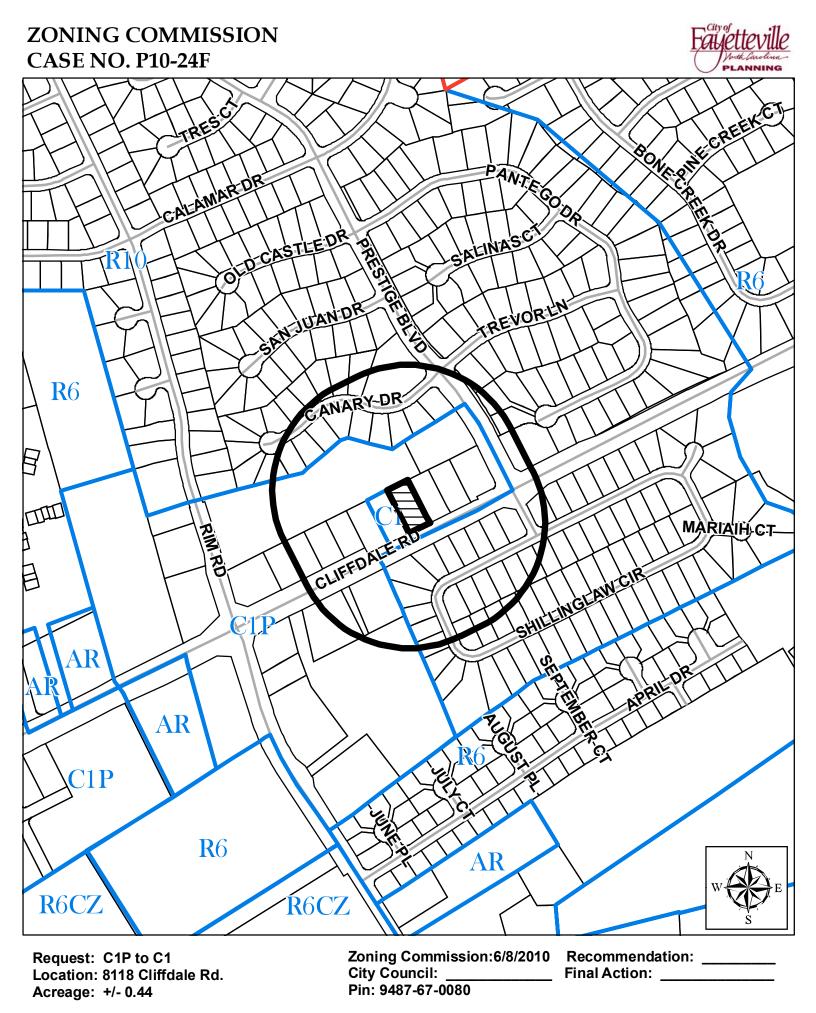
- 1. Rezone the property to C1 Commercial. (Recommended), as part of the Consent Agenda;
- 2. Remove from Consent Items and set a Public Hearing.

RECOMMENDED ACTION:

Zoning Commission and Staff recommend that the City Council move to APPROVE the rezoning from C1P Commercial District to C1 Commercial District based on the reasons provided above (in issues).

ATTACHMENTS:

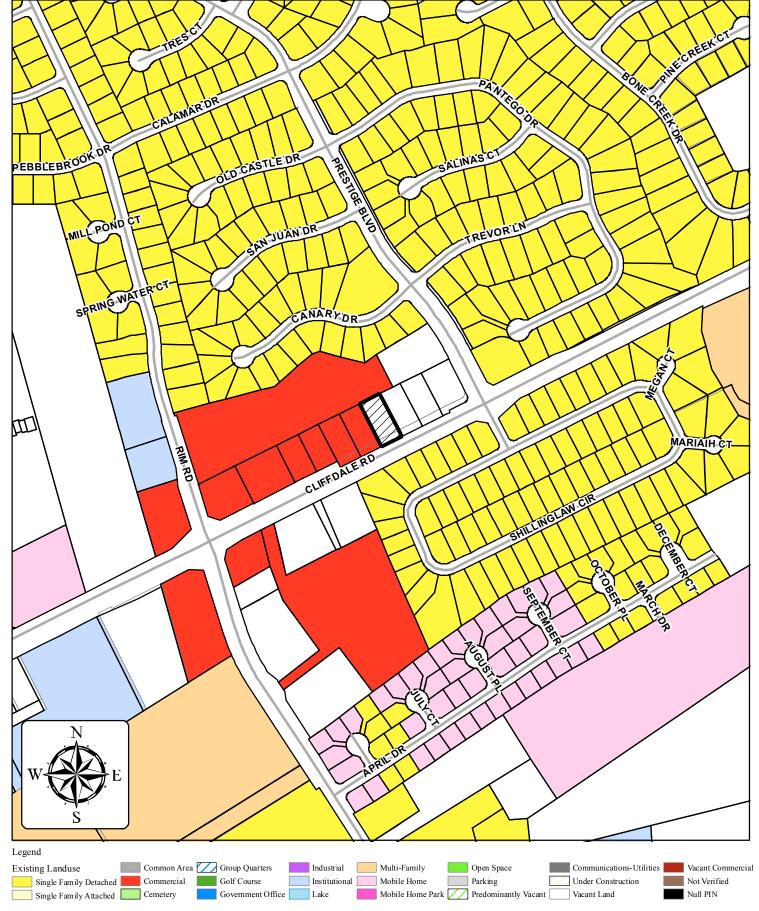
Zoning Map Current Landuse 2010 Plan Ortho Photo Zoning Commission Minutes



Letters are being sent to all property owners within the circle, the subject property is shown in the hatched pattern.

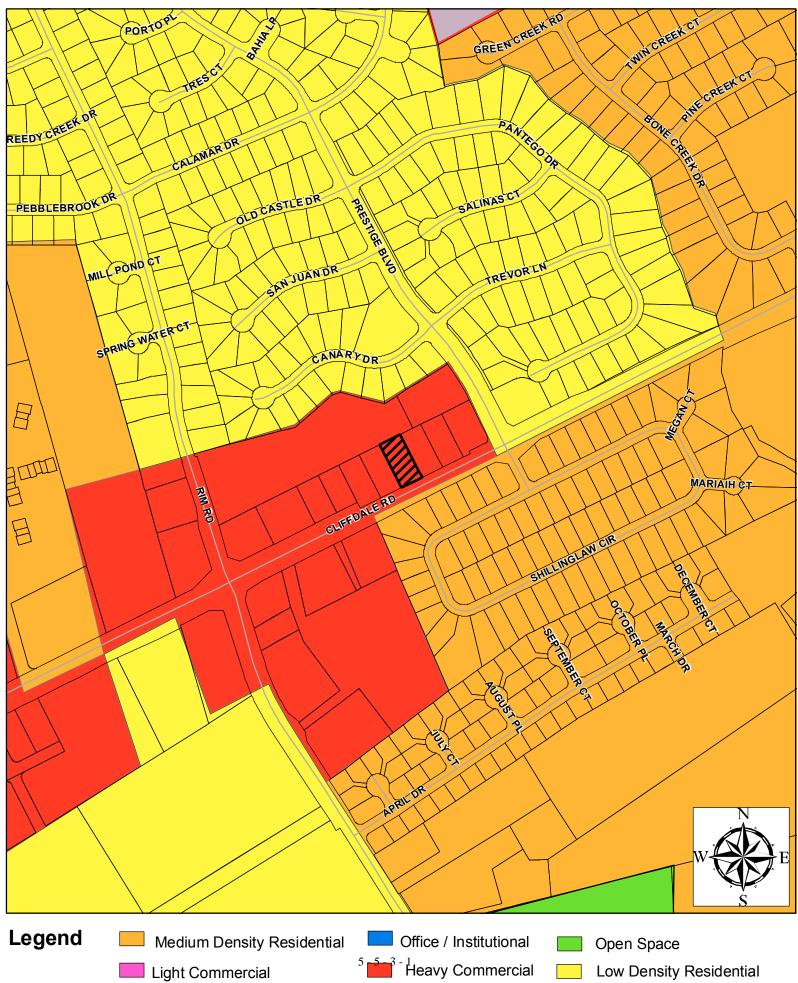
Current Land Use P10-24F





2010 Land Use Plan Case No. P10-24F





ZONING COMMISSION CASE NO. P10-24F





MINUTES CITY OF FAYETTEVILLE ZONING COMMISSION CITY COUNCIL CHAMBER 1ST FLOOR, CITY HALL JUNE 8, 2010 @ 7:00 P.M.

MEMBERS PRESENT

Pete Paoni Richard West John Crawley Lockett Tally Marshall Isler Steve Mannell **MEMBERS ABSENT** Martin J. Hendrix

OTHERS PRESENT Karen Hilton, Planning Manager

Craig Harmon, Planner Janet Smith, Asst. City Atty David Steinmetz, Inspections Chadwick Mitchell, Planning Intern

The meeting was called to order at 7:00pm.

I. APPROVAL OF AGENDA

Mr. West made a motion to approve the agenda for June 8, 2010. Mr. Crawley seconded the motion. A vote was taken and passed unanimously.

II. APPROVAL OF THE MINUTES FROM THE May 11, 2010 MEETING

Mr. Crawley made a motion to approve the minutes from the May 11, 2010 meeting. The motion was seconded by Mr. Tally. A vote was taken and passed unanimously.

III. PUBLIC HEARINGS

Mr. Paoni explained the Commission members' job was to conduct public hearings, listening carefully to the testimony from both sides to make recommendations that would be forwarded to City Council for final action. Each side will be given fifteen (15) minutes, collectively, to speak and must be signed up prior to the meeting. Request for Special Use Permits are quasi-judicial and speakers must be sworn in before speaking. Any aggrieved party has ten (10) days from today's meeting to file an appeal with the City Clerk's Office, located on the second floor of City Hall

E. Case No. P10-24F. The rezoning from C1P Commercial District to C1 Commercial District or to a more restrictive zoning classification for property located at 8118 Cliffdale Road. Containing 0.44 acres more or less and being the property of Norris Asset Management Trust.

Mr. Harmon presented the case. He gave an overview of the case. Mr. Harmon explained the current land use for the property and the surrounding areas. He stated that the 2010 land use plan called for heavy commercial. Mr. Harmon showed pictures to explain current land use of the property.

Mr. Harmon explained that the purpose for rezoning is to reduce the side yard setback requirements. He stated that the C1P district requires a minimum 30 foot side yard setback and the C1 district allows building to the property line with a firewall or a 3 foot setback without one. Because of the width (approximately 100 feet) of this lot, C1P would limit what could be built on it.

Mr. Harmon stated that staff recommends Approval of the rezoning to C1 based on:

1. The 2010 Land Use Plan calls for Heavy Commercial for this property.

2. The property is currently zoned commercial.

3. The uses are nearly identical but the C1 Zoning District setbacks are less restrictive than the C1P.

4. The property is almost surrounded by Commercial Zoning. (Residential zoning is across Cliffdale Road)

The public hearing was opened.

There was no one to speak in favor or in opposition of the request.

The public hearing was closed.

Mr. West made a motion to follow staff's recommendation and recommend approval for C1. Mr. Crawley seconded the motion. A vote was taken and passed unanimously.

CITY COUNCIL ACTION MEMO

- TO: Mayor and Members of City Council
- FROM: Craig Harmon, Planner II
- **DATE:** July 26, 2010
- RE: Case No. P10-25F. The initial zoning of 0.97 acres of recently annexed property at 1500 Jossie St. to R6 Residential District. Eureka Chapel Missionary Baptist Church owner.

THE QUESTION:

Establish the initial zoning of recently annexed property as R6 Residential, the most comparable to existing County zoning and consistent with City Council policy, or establish a more restrictive zoning.

RELATIONSHIP TO STRATEGIC PLAN:

Growing City, Livable Neighborhoods - A Great Place to Live. Greater Tax Base Diversity - Strong Local Economy.

BACKGROUND:

Owner: Eureka Chapel Missionary Baptist Church Applicant: Larfue Williams, Trustee Requested Action: Initial Zoning R6A County to R6 City Property Address: 1500 Jossie St Council District: 1 (Bates) Status of Property: Developed Size: 0.97 +/- acres Existing Land Use: Church & House Adjoining Land Use & Zoning: North - R6A (residential County) / South - R6A & C1(P) (residential & commercial County) / East - R6A (residential County) / West - R6A (residential County) 2010 Land Use Plan: Low Density Residential Letters Mailed: 32 Transportation: McArthur Road is a major thoroughfare.

R6 - City - Primarily a single-family residential district but with smaller lot areas per family required, permitting more frequent use of two-family and multifamily structures.

R6A - County - A district designed for a mix of single- and multi-family dwellings including the use of manufactured homes on individual lots and in manufactured home parks.

ISSUES:

The City received a petition requesting voluntary contiguous annexation into the City and this property was annexed into the City in May of 2010. Currently there is a church and single family home on this property.

Zoning Commission and Staff recommend APPROVAL of the R6 zoning district based on the City's policy for initial zonings of annexed areas. The recommended zoning is also consistent with the adopted land use plan.

Since this is an initial zoning, the recommendation is to follow the City's policy of zoning to the closest zone the City has to what the property was zoned by the County. In this case the City's R6 Residential is the equivalent of the County's R6A district.

OPTIONS:

- 1. Zone the property to R6 Zoning District (Recommended);
- 2. Remove from Consent Items and set a Public Hearing.

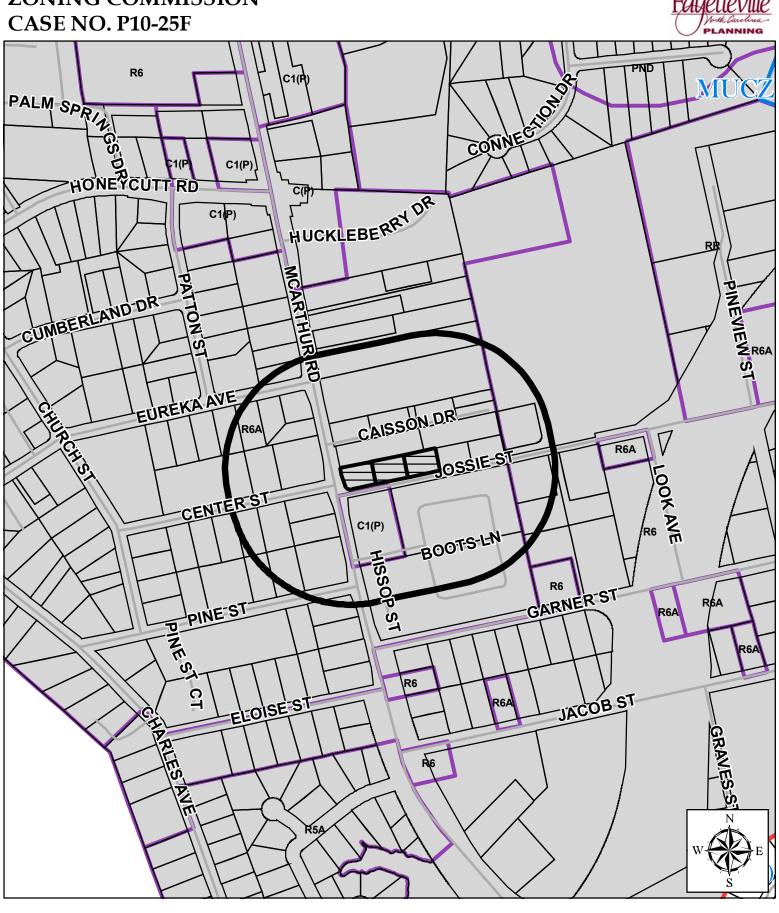
RECOMMENDED ACTION:

Zoning Commission and Staff recommend that the City Council move to approve of the initial zoning to R6 Residential Zoning District based on the City's policy on initial zoning of annexations.

ATTACHMENTS:

Zoning Map 2010 Plan Ortho Photo Zoning Commission Minutes





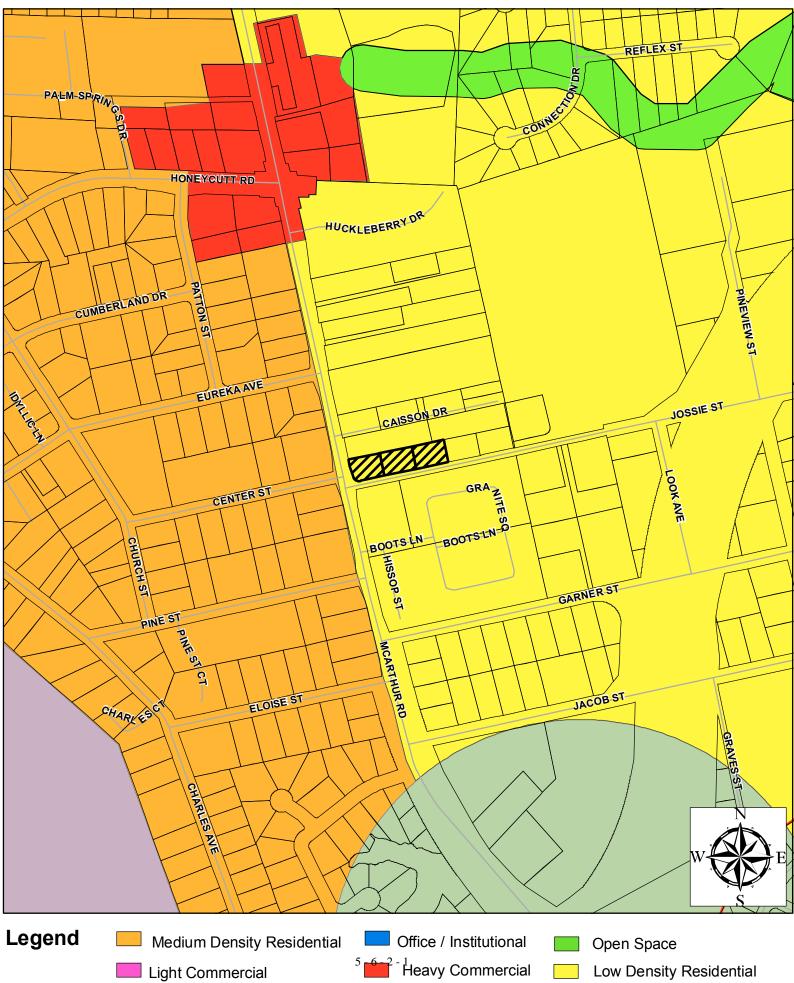
Request: R6A (County) to R6 (City) Location: 1500 Jossie St. Acreage: +/- 0.97

Zoning Commission:6/8/2010 Recommendation: City Council: Final Action: Pin: 0520-68-7448, 0520-68-6505 & 0520-68-8671

Letters are being sent to all property owners within the circle, the subject property is shown in the hatched pattern.

2010 Land Use Plan Case No. P10-25F





ZONING COMMISSION CASE NO. P10-25F





MINUTES CITY OF FAYETTEVILLE ZONING COMMISSION CITY COUNCIL CHAMBER 1ST FLOOR, CITY HALL JUNE 8, 2010 @ 7:00 P.M.

MEMBERS PRESENT

Pete Paoni Richard West John Crawley Lockett Tally Marshall Isler Steve Mannell **MEMBERS ABSENT** Martin J. Hendrix

OTHERS PRESENT Karen Hilton, Planning Manager Craig Harmon, Planner Janet Smith, Asst. City Atty David Steinmetz, Inspections Chadwick Mitchell, Planning Intern

The meeting was called to order at 7:00pm.

I. APPROVAL OF AGENDA

Mr. West made a motion to approve the agenda for June 8, 2010. Mr. Crawley seconded the motion. A vote was taken and passed unanimously.

II. APPROVAL OF THE MINUTES FROM THE May 11, 2010 MEETING

Mr. Crawley made a motion to approve the minutes from the May 11, 2010 meeting. The motion was seconded by Mr. Tally. A vote was taken and passed unanimously.

III. PUBLIC HEARINGS

Mr. Paoni explained the Commission members' job was to conduct public hearings, listening carefully to the testimony from both sides to make recommendations that would be forwarded to City Council for final action. Each side will be given fifteen (15) minutes, collectively, to speak and must be signed up prior to the meeting. Request for Special Use Permits are quasi-judicial and speakers must be sworn in before speaking. Any aggrieved party has ten (10) days from today's meeting to file an appeal with the City Clerk's Office, located on the second floor of City Hall

F. Case No. P10-25F. The initial zoning for annexation from R6A Residential District (County) to R6 Residential District (City) or to a more compatible zoning classification for property located at 1500 Jossie St. Containing 0.97 acres more or less and being the property of Eureka Chapel Missionary Baptist Church.

Mr. Harmon presented the case. He gave an overview of the case. Mr. Harmon explained the current land use for the property and the surrounding areas. He stated that the 2010 land use plan called for low density residential. Mr. Harmon showed pictures to explain current land use of the property.

Mr. Harmon explained that the City received a petition requesting voluntary contiguous annexation into the City and this property was annexed into the City in May of 2010. He stated that there is currently a church and single family home on the property.

Mr. Harmon stated that since it is an initial zoning, the recommendation is to follow the City's policy of zoning to the closest zone the City has to what the property was zoned by the County. Mr. Harmon stated that in this case the City's closest zoning is R6 Residential which is the equivalent to the County's R6A district.

The public hearing was opened.

Ms. Mabel Williams appeared in favor of the request seeking additional information.

Josephine McNeill appeared in favor of the request.

Sila E. Pendergrass appeared in opposition of the request. She expressed concern about the annexation and rezoning of nearby properties such as hers.

The public hearing was closed.

Mr. Crawley made a motion to recommend approval for the request. Mr. Talley seconded the motion. A vote was taken and passed unanimously.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council

FROM: Robert Anderson, Chief Development Officer

DATE: July 26, 2010

RE: Condemnation for demolition of 1460 North Street

THE QUESTION:

Should the demolition of these structures be ordered by the City Council to help to enhance the quality of life in the City of Fayetteville?

RELATIONSHIP TO STRATEGIC PLAN:

Goal 2: More Attractive City- Clean and Beautiful; Goal 3: Growing City, Livable Neighborhoods- A Great Place To Live

BACKGROUND:

The City Inspector is required to correct conditions that are found to be in violation of the Dwellings and Buildings Minimum Standards. This building was inspected and condemned on January 25, 2010, as a dangerous or vacant/abandoned structure. A hearing was held on February 25, 2010, which the owner attended; 60 days were given to repair or demolish the structure. The owner contested this order and requested a hearing with the Board of Appeals. The Board of Appeals met on May 13, 2010, with the owner and City staff. At this hearing, the Board of Appeals upheld the City of Fayetteville's order to repair or demolish within 60 days. The 60 day period expired July 20, 2010.

ISSUES:

These structures have been in a state of disrepair for several years; the owner has failed to take the required corrective action. The City of Fayetteville has cleaned the property several times; these structures are a blighting influence on the area.

OPTIONS:

1) Adopt the ordinance to order the demolition of the structures;

2) Reject the ordinance to order the demolition and allow the current conditions to persist.

RECOMMENDED ACTION:

Staff recommends that Council adopt the proposed ordinance to order demolition of the structures.

ATTACHMENTS:

Docket- 1460 North Street Ordinance-1460 North Street Photo 1 Photo 2

Photo 3

TO: Mayor City Council Members City Manager City Attorney

Under provisions of Chapter 14, titled Housing, Dwellings and Buildings of the Code of the City of Fayetteville, North Carolina, the Inspection Department is requesting the docket of the owner who has failed to comply with this Code, be presented to the City Council for action. All proceedings that are required by the Code, Section 14-61, have been complied with. We request the Council take action under the provisions of Chapter 14 of the Code and applicable NC General Statutes.

Location	1460 North Street				
Property Owner(s)	Pi-Marc Corporation, C/O Larry Shaw, Registered Agent				
Date of Inspection	January 25, 2010				
Date of Hearing	February 25, 2010				
Finding/Facts of Scheduled Hearing	Notice to repair/demolish the structure within 60 days mailed March 2, 2010				
Owner's Response	None				
Appeal Taken (Board of Appeals)	Yes				
Other	No utilities since 2004.				
	Hearing was advertised in the Fayetteville Observer February 2009.				
Police Calls for Service (past 2 yrs)					

The Housing Inspector dispatched a letter to the owner(s) with information that the docket would be presented to the City Council for necessary action.

This is the <u>9th</u> day of <u>August</u>, 2010.

Frank Lewis, Jr.

Sr. Code Enforcement Administrator (Housing)

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA

Requiring the City Building Inspector to correct conditions with respect to, or to demolish and remove a structure pursuant to the Dwellings and Buildings Minimum Standards Code of the City

The City Council of Fayetteville, North Carolina, does ordain:

The City Council finds the following facts:

(1) With respect to Chapter 14 of the Dwellings and Buildings Minimum Standards Code of the City, concerning certain real property described as follows:

1460 North Street PIN 0438-73-1121

Beginning at a stake in the eastern margin of the 50 foot right-of-way of North Street, at its intersection with the southeastern margin of the 120 foot right-of-way of the Norfolk and Southern Railroad, and running thence with the said railroad right-of-way North 27 degrees 26 feet East 127.24 feet to a stake; thence North 78 degrees 24 feet East 276.39 feet to a stake in the western margin of a 20 foot sanitary easement; thence with the western margin of said easement South 2 degrees 41 feet West 332.21 feet to a stake; thence continuing with the western margin of said sanitary easement, South 11 degrees 44 feet East 27.70 feet to a stake, thence South 78 degrees 10 feet West 309.32 feet to a stake in the eastern margin of the 50 foot right-of-way of North Street; thence with said right-of-way, North 2 degrees 58 feet West 154.13 feet to a stake, thence continuing with said eastern margin of North Street, as bears slightly to the left, on a radius of 1441.30 feet, an arc distance of 100.33 feet to the place and point of Beginning.

The property herein described and conveyed is a part of that 99 acre tract of land shown on Plat entitled "Property of Seavy A. Carroll and John S. Butler, Jr., Fayetteville, NC", dated April 6-12, 1956, and recorded in Book of Plat 22, Page 3, Cumberland County Registry.

The owner(s) of and parties in interest in said property are:

Pi-Marc Corporation C/O Larry Shaw, Registered Agent 1009 Hay Street Fayetteville, NC 28305

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City having been followed, the Inspections Director duly issued and served an order requiring the owners of said property to: repair or demolish the structure on or before July 19, 2010.
- (3) And said owners without lawful cause, failed or refused to comply with said order; and the Building Inspector is authorized by said Code, and NC General Statute 160A-443(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.
- (4) The City Council has fully reviewed the entire record of said Inspections Director thereon, and finds, that all findings of fact and all orders therein of said Inspections Director are true and authorized except:

None.

(5) That pursuant to NC General Statute 160A-443(6), the cost of \$ 90,000.00 shall be a lien against the real property upon which the cost was incurred.

Whereupon, it is ordained that:

SECTION 1

The Building Inspector is ordered forthwith to accomplish, with respect to said property, precisely and fully what was ordered by said Inspections Director as set forth fully above, except as modified in the following particulars:

This property is to be demolished and all debris removed from the premises, and the cost of said removal shall be a lien against the real property as described herein.

SECTION 2

The lien as ordered herein and permitted by NC General Statute 160A-443(6) shall be effective from and after the date the work is completed, and a record of the same shall be available in the office of the City of Fayetteville Finance Department, Collections Division, 2nd Floor - City, 433 Hay Street, Fayetteville, NC 28301.

SECTION 3

This ordinance shall be in full force and effect from and after its adoption.

Adopted this ______, 2010.

CITY OF FAYETTEVILLE

BY:

Anthony Chavonne, Mayor

ATTEST:

Rita Perry, City Clerk







CITY COUNCIL ACTION MEMO

- TO: Mayor and Members of City Council
- FROM: Lisa Smith, Chief Financial Officer
- DATE: July 26, 2010
- RE: Resolution Authorizing the Execution and Delivery of a Financing Agreement and Deed of Trust and Related Documents in Connection with the Financing of a New Parking Deck and Related Improvements for the City of Fayetteville, North Carolina

THE QUESTION:

If Council wishes to take the final action required to obtain financing for the parking deck, the attached resolution must be adopted.

RELATIONSHIP TO STRATEGIC PLAN:

Principle E - Vibrant downtown means easy access and convenient parking

Policy Agenda - Downtown parking structure development

BACKGROUND:

- Council has taken several actions related to the parking deck including: authorization of a design contract for the parking deck (May 24), approval of a funding agreement with Cumberland County and PWC (June 7), held a public hearing on the parking deck and adopted resolutions awarding the financing to Branch Banking and Trust Company and requesting Local Government Commission (LGC) approval of the City's financing application for the parking deck (June 28).
- The financing application was submitted to the LGC on July 2 and staff has requested that the LGC place the item on their August 3 agenda.
- The parking deck's probable cost will be provided by the consultant on July 23.
- The current funding details for the parking deck are as follows:
 - 1) The City will obtain a loan to finance up to \$5,950,000 for the deck.
 - 2) PWC will provide a \$1,500,000 contribution toward design and construction of the deck. (Note: The PWC's total contribution is \$2,000,000 which consists of the \$1,500,000 for design and construction and \$500,000 for debt service below.)
- Debt service for the loan will be funded as follows:
 - 1) PWC will pay the first \$500,000 of debt service.
 - 2) The City's Municipal Service District (MSD) Fund will contribute \$25,000 annually plus cumulative growth in the MSD's revenue collections beginning in FY2012.
 - Cumberland County will contribute the cumulative amount of growth in property tax collections resulting from properties in the City's MSD beginning in FY2012.
 - 4) The City will contribute the cumulative amount of growth in property tax collections resulting from properties in the City's MSD beginning in FY2012 and provide any additional funds required to cover annual debt service on the loan.

- The financing agreement must be executed by Friday, August 13 to use the City's ARRA economic development bond allocation.
- Consistent with past practice, the financing agreement and other documents referenced in the resolution will be available in the City Clerk's Office for Council's review.

ISSUES:

If Council wishes to use its ARRA economic development bond allocation to finance the parking deck, the proposed financing must be included in the LGC's August agenda and the financing agreement executed by August 13, 2010.

OPTIONS:

- Adopt the resolution and authorize execution of the financing agreement and related documents.
- Do not adopt the resolution and do not approve the financing agreement.

RECOMMENDED ACTION:

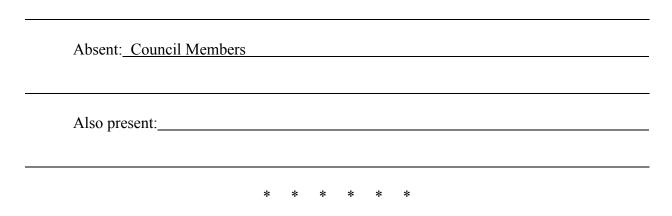
If Council wishes to proceed with financing for the parking deck, adopt the attached resolution.

ATTACHMENTS:

Resolution Approving Financing Agreement and Related Documents

The City Council of the City of Fayetteville, North Carolina held a regular meeting in the City Council Chambers at City Hall located at 433 Hay Street in Fayetteville, North Carolina, the regular place of meeting, at 7:00 p.m. on July 26, 2010.

Present: Mayor Anthony G. Chavonne, presiding, and Council Members



The following resolution, the title of which was included in the Council's consent agenda for the July 26, 2010 meeting and copies of which had been distributed to each Council Member in their agenda package:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCING AGREEMENT AND DEED OF TRUST AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF A NEW PARKING DECK AND RELATED IMPROVEMENTS FOR THE CITY OF FAYETTEVILLE, NORTH CAROLINA

BE IT RESOLVED by the City Council (the "City Council") of the City of Fayetteville,

North Carolina (the "City"):

Section 1. The City Council does hereby find and determine as follows:

(a) There exists in the City a need to construct an approximately 300-space parking deck

for the City, including, but not limited to, certain walkways, building connections and related site

and access improvements (the "Project").

(b) After a public hearing and due consideration, the City Council has determined that the

most efficient manner of financing the Project will be through the entering of a Financing

Agreement and Deed of Trust (the "Agreement") from the City to the deed of trust trustee named therein for the benefit of Branch Banking and Trust Company (the "Bank") pursuant to Section 160A-20 of the General Statues of North Carolina, as amended. Pursuant to the Agreement, the Bank will advance moneys to the City in an amount sufficient to pay the cost of the Project, and the City will repay the advancement in installments, with interest (the "Installment Payments").

(c) In order to secure the repayment pursuant to the terms of the Agreement by the City of the advance of moneys for the acquisition of the Project, the City will grant to the Bank a lien on the site of the Project and all buildings, improvements and fixtures located or to be located thereon.

(d) In order to provide for the deposit and investment of funds with the Bank pending disbursement thereof to pay the costs of the Project and related financing expenses, the City will enter into a Project Fund Agreement, to be dated the date of delivery thereof (the "Project Fund Agreement"), between the City and the Bank.

(e) In connection with the financing of the Project, the City will enter into a Declaration of Easements, a Parking Deck Agreement, a Lease Agreement and a Memorandum of Lease, each to be dated the date of delivery thereof and each to be delivered by the City (collectively, the "Subdivision and Parking Documents") in connection with the subdividing of the tract of land on which the Project is to be located and providing for certain parking and easement arrangements related to the operation and management of the Project.

(f) The Agreement shall be designated by the City as a Recovery Zone Economic Development Bond within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"). The interest component of the Installment Payments payable under the Agreement shall be includable in gross income for federal income tax purposes, and the City shall elect to receive an interest subsidy credit equal to 45% of the interest payable under the Agreement on each installment payment date pursuant Section 54AA(g) and Section 6431 of the Code.

2

(g) There has been made available to the City Council, at the City Clerk's Office, drafts of the Agreement, the Project Fund Agreement and the Subdivision and Parking Documents.

Section 2. In order to provide for the financing of the Project, the City is hereby authorized to enter into the Agreement and receive an advancement pursuant thereto in a principal amount not to exceed \$5,950,000. The City shall repay the advancement in installments due in the amounts and at the times set forth in the Agreement. The payments of the Installment Payments shall be designated as principal and interest as provided in the Agreement.

Section 3. The City Council hereby approves the Agreement, the Project Fund Agreement and the Subdivision and Parking Documents in substantially the forms made available for their review in the City Clerk's Office. The Mayor, the City Manager and the Chief Financial Officer of the City are each hereby authorized to execute and deliver on behalf of the City each of said documents in substantially the forms made available for review in the City Clerk's Office, containing such insertions, deletions and filling in of blanks as the person executing such documents shall approve, such execution to be conclusive evidence of approval by the City Council of any such changes. The City Clerk or any Deputy or Assistant City Clerk of the City is hereby authorized and directed to affix the corporate seal of the City to each of said documents and to attest the same.

Section 4. No deficiency judgment may be rendered against the City in any action for breach of any contractual obligation authorized pursuant to the Agreement and the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under the Agreement herein authorized.

Section 5. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and the Deputy City Clerk of the City, and any other officers, agents and employees of the City, are hereby authorized and directed to execute and deliver such closing certificates, opinions and

3

other items of evidence as shall be deemed necessary to consummate the transactions described above. Such officers and employees of the City are hereby authorized to take all actions necessary to effect the subdivision of the parcel of land on which the Project is to be located, to grant any easements related thereto and to provide for the operation and management of the Project as a parking deck, including, but not limited, the preparation and recording of a subdivision plat.

Section 6. This resolution shall take effect immediately upon its passage.

Upon motion of Council Member _______, seconded by Council Member _______, the Consent Agenda including the foregoing resolution entitled "RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCING AGREEMENT AND DEED OF TRUST AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF A NEW PARKING DECK AND RELATED IMPROVEMENTS FOR THE CITY OF FAYETTEVILLE, NORTH CAROLINA" was passed by the following vote:

Ayes:								
Noes:								
	*	*	*	*	*	*		

I, Rita Perry, City Clerk of the City of Fayetteville, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the City Council of said City at a regular meeting held on July 26, 2010, as it relates in any way to the passage of the foregoing resolution relating to a financing agreement and deed of trust by said City and that said proceedings are recorded in the minutes of said City Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and official seal of said City this 26th day of July, 2010.

City Clerk

[SEAL]

CITY COUNCIL ACTION MEMO

- TO: Mayor and Members of City Council
- FROM: Lisa Smith, Chief Financial Officer
- **DATE:** July 26, 2010
- RE: Resolution to Accept the State Grant and Capital Project Ordinance 2011-2 (Tree Clearing for Runways 10 & 4)

THE QUESTION:

The attached resolution must be adopted to accept the state grant and the attached project ordinance must be adopted to appropriate \$250,000 for the Tree Clearing at Runways 10 & 4 Project at the Airport.

RELATIONSHIP TO STRATEGIC PLAN:

Goal 4 - More Efficient City Government - Investing in the City's future infrastructure, facilities and equipment.

BACKGROUND:

- The attached project ordinance for \$250,000 will authorize the budget to clear trees on the approach to runway 10 and runway 4 at the Airport.
- The attached resolution will authorize the City to execute the grant agreement that will fund 90% of the project.
- The funding sources for this project consist of a grant from the NC Department of Transportation Aviation Division in the amount of \$225,000 and a required local match from the Airport Operating Fund in the amount of \$25,000.
- The funds will be used to clear obstructions on the approach to runway 4 and the approach to runway 10 to address Federal Aviation Administration (FAA) clearance standards and retain the visibility minimums of one-half mile for the Instrument Landing approach to runway 4, the airport's primary runway.

ISSUES: None

OPTIONS:

- 1. Adopt the resolution to accept the grant and adopt Capital Project Ordinance 2011-2.
- 2. Do not adopt the resolution or ordinance and do not proceed with the project.

RECOMMENDED ACTION:

Adopt the Resolution for the State Grant and Capital Project Ordinance 2011-2.

ATTACHMENTS:

Capital Project Ordinance 2011-2 Grant Resolution State Grant Award Document

CITY OF FAYETTEVILLE

July 26, 2010

CAPITAL PROJECT ORDINANCE ORD 2011-2

BE IT ORDAINED by the City Council of the City of Fayetteville, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted effective July 26, 2010:

- Section 1. The authorized project is for the funding of tree clearing at runway approach to runways 10 and 4 at the Airport.
- Section 2. The project director is hereby directed to proceed with the project within the terms of the various agreements executed and within the funds appropriated herein.
- Section 3. The following revenues are anticipated to be available to the City to complete the project:

NC Department of Transportation Aviation Division Grant \$225,000Local Match - Airport Operating Fund Transfer25,000\$250,000

Section 4. The following amounts are appropriated for the project:

Project Expenditures	\$	250,000

Section 5. Copies of this capital project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out the project.

Adopted this 26th day of July, 2010.

RESOLUTION

A motion was made by			and seconded by
(Name a	ind Title)		
	for the add	ption of th	e following resolution, and upon being put to
(Name and Title)			
vote was duly accepted:			
WHEREAS, a Grant in the amount of <u>\$225.0</u>	00 has been a	optoved by	the Demonstrate L
of <u>\$250,000;</u> and	<u></u> , coonta	pproved by	the Department based on total estimated co
WHEREAS, an amount equal to or greater the	u 10 paraoné	-Etheren 1	
WHEREAS, an amount equal to or greater that by the Sponsor for this Project.	on <u>ropercent</u>	of the total	estimated project cost has been appropriate
NOW THEREFORE BE AND IT IS PORT			
NOW THEREPORE, BE AND IT IS RESOLU	VED THAT I	"HE	Mayor
			(Title)
of the Sponsor be and he hereby is authorized and empo	wered to ente	r into a Gra	int Agreement with the Department, thereby
binding the Sponsor to the fulfillment of its obligation in	ncurred under	this Grant	Agreement or any mutually agreed upon
			B. Service of any morphy agreed linon
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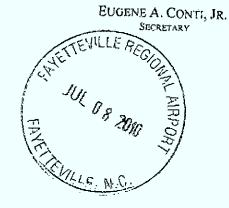


STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE GOVERNOR

July 6, 2010

Mr. Bradley S. Whited, Director Fayetteville Regional Airport P.O. Box 64218 Fayetteville, NC 28306



Dear Mr. Whited:

Enclosed are state airport aid grant agreements for the funding of your State Airport Aid Project 36244.27.10.1 (Tree Clearing Runway 10 & 4). The appropriate governmental body must execute these agreements. Upon completion, both <u>original copies</u> of the agreement must be returned to this office. Please remember that all signatures and seals must be original and not reproduced copies. The Department will fill in the date on the first page of the agreements once the Deputy Sccretary of Transportation signs the documents.

Please note that the signature pages are pages 3 and 4 of the Agreement. Once the Department has executed the grant agreements, one copy will be returned to you for your files.

If you have any questions, please contact your Airport Project Manager, Dion Viventi or myself.

Sincerely, ney C. Dufer

Grants Administrator

NCS/cae

Enclosures

Carter Keller, Aeronautics Council Representative
 David C. Barker, Aeronautics Council Representative
 M. W. Mullinix, Sr., Aeronautics Council Representative

MAILING ADDRESS: NC DEPARTMENT OF TRANSPORTATION DAVISION OF AVIATION 1580 MAIL SERVICE CENTER RALEIGH NC 27899-1560

TELEPHONE: 919-840-0112 FAX: 919-840-9267 LOCATION: RDU AIRPORT 1050 MERIDIAN DRIVE RDU NC 27823

WEBSITE: WWW.NCDOT.ORG

<u>GRANT AGREEMENT</u>

STATE AID TO AIRPORTS BETWEEN THE N. C. DEPARTMENT OF TRANSPORTATION, AN AGENCY OF THE STATE OF NORTH CAROLINA AND

AIRPORT: FAYETTEVILLE REGIONAL/ GRANNIS FIELD

PROJECT # 36244.27.10.1

CITY OF FAYETTEVILLE

This Agreement made and entered into this the _____ day of ______, 20_____, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and the <u>CITY</u> OF FAYETTEVILLE, the public agency owning the <u>FAYETTEVILLE REGIONAL AIRPORT/GRANNIS FIELD</u> (hereinafter referred to as "Sponsor").

WITNESSETH

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department, subject to limitations and conditions stated therein, to provide State Aid in the forms of loans and grants to cities, counties, and public airport authorities of North Carolina for the purpose of planning, acquiring, and improving municipal, county, and other publicly-owned or publicly controlled airport facilities, and to authorize related programs of aviation safety, education, promotion and long-range planning; and

WHEREAS, the Sponsor has made a formal application dated <u>MAY 13, 2010</u> to the Department for State Financial Aid for the <u>FAYETTEVILLE REGIONAL AIRPORT/GRANNIS FIELD</u>; and

WHEREAS. a grant in the amount of <u>\$225,000</u> not to exceed <u>90 percent</u> of the non-federal share of the final, eligible project costs has been approved subject to the conditions and limitations herein; and

WHEREAS, the Grant of State Airport Aid funds will be used for the following approved Project (if a federal aid project, this scope shall also include any modifications thereto by the Federal Aviation Administration):

NOW THEREFORE, the Sponsor and Department do mutually hereby agree as follows:

PROJECT DESCRIPTION:

TREE CLEARING RUNWAYS 10 & 4

1) That the Sponsor shall promptly undertake the Project and complete all work on the Project prior to the <u>1st</u> day of <u>JULY 2014</u>, unless a written extension of time is granted by the Department.

2) Work performed under this Agreement shall conform to the approved project description. Any amendments to, or modification of, the scope and terms of this Agreement shall be in the form of a Modified Agreement mutually executed by the Sponsor and the Department, except that an extension of time may be granted by the Department by written notice to the Sponsor.

3) <u>Debarment and Suspension</u>: The Grantee agrees to comply, and assures the compliance by each of its third party contractors and sub recipients at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

4) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Grant.

5) For a material breach of this Agreement or the Sponsor's Assurances, the Sponsor shall be liable to the Department for . the return of all grant monies received.

6) The Sponsor agrees to adhere to the standards and procedures contained in the <u>State Aid to Airports Program</u> <u>Guidance Handbook</u> (third edition, dated January 1997), unless the Department issues a written waiver.

7) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement.

8) N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to. or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this grant agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE:

NCDOT SEAL	NORTH CAROLINA DEPARTMENT OF TRANSPORTA	TIM
	·	
	BY: Deputy Secretary for Transit	<u></u>
	ATTEST:	
	SPONSOR:	
SPONSOR SEAL	Signed:	
	TT- 1	
	Attest:	
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STATE OF NORTH CAROLINA, COUNTY OF		<u> </u>
I,	, a Notary Public in and for the County and State aforesaid, do	
hereby certify that	personally came before me this day and	
acknowledged that he is(Title)	Of the	
(Title)	(Sponsor)	-
(nerematter referred to as "Sponsor" and by authority d	duly given and as an act of said Sponsor, the foregoing instrument w	vas
signed by him, attested by		2
(Name and		
Seal of the Sponsor affixed hereto.		
WITNESS my hand and Notarial Seal, this the	eday of2010).
_	Notary Public (Signature)	
My Commission expires:	_ SEAL	
DOA FORM (1/97)		
D _a .	are 2 of 10	

CITY COUNCIL ACTION MEMO

- TO: Mayor and Members of City Council
- FROM: Lisa Smith, Chief Financial Officer
- **DATE:** July 26, 2010
- RE: Special Revenue Fund Project Ordinance 2011-3 (2010 2011 Take Me Fishing Program)

THE QUESTION:

The attached special revenue fund project ordinance will appropriate \$5,000 for the 2010 - 2011 Take Me Fishing program at Parks and Recreation.

RELATIONSHIP TO STRATEGIC PLAN:

Principle C: Leisure Opportunities For All - 2. Leisure facilities, programs and services for all family generations.

BACKGROUND:

- This \$5,000 grant from the National Recreation and Park Association will fund programs to engage young people and their families in recreational angling and boating; thereby, increasing public awareness and appreciation of the need to protect, conserve and restore the nation's aquatic resources.
- A local match is not required.
- The funds will be used to initiate program activities that engage youth ages 6 15 and their families in recreational boating and fishing and to support a program or event that provides children and families with hands-on education specific to environmental conservation.
- The attached project ordinance will formally establish the budget for this program.

ISSUES:

None

OPTIONS:

- 1. Adopt Special Revenue Fund Project Ordinance 2011-3.
- 2. Do not adopt the ordinance and do not proceed with the program.

RECOMMENDED ACTION:

Adopt Special Revenue Fund Project Ordinance 2011-3.

ATTACHMENTS:

SRO 2011-3 Take Me Fishing Ordinance

CITY OF FAYETTEVILLE

July 26, 2010

SPECIAL REVENUE FUND PROJECT ORDINANCE ORD 2011-3

BE IT ORDAINED by the City Council of the City of Fayetteville, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following special revenue project ordinance is hereby adopted effective July 26, 2010:

- Section 1. The project authorized is for the funding of the 2010 2011 Take Me Fishing program for Parks and Recreation awarded by the National Recreation and Park Association.
- Section 2. The project director is hereby directed to proceed with the project within the terms of the various contract agreements executed with the grantor agency and within the funds appropriated herein.
- Section 3. The following revenues are anticipated to be available to the City to complete the project:

National Recreation and Park Association Grant	\$ 5,000

Section 4. The following amounts are appropriated for the project:

Project Expenditures

\$ 5,000

Section 5. Copies of this special revenue project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Adopted this 26th day of July, 2010.

CITY COUNCIL ACTION MEMO

- TO: Mayor and Members of City Council
- FROM: Lisa T. Smith, Chief Financial Officer
- **DATE:** July 26, 2010

RE: Budget Ordinance Amendment 2011-1 and Capital Project Ordinance 2011-3 for Reid Ross Track Facility Improvements

THE QUESTION:

Staff requests Council adoption of Capital Project Ordinance 2011-3 and associated Budget Ordinance Amendment 2011-1 to appropriate funding for facility improvements at the Reid Ross track facility. The \$176,404 improvement project will be jointly funded by Cumberland County Schools (\$88,202), the City (\$44,101) and the County Parks and Recreation District (\$44,101)

RELATIONSHIP TO STRATEGIC PLAN:

Vision Principle C: Leisure Opportunities for All

BACKGROUND:

- Recommended improvements for the track facility adjacent to Reid Ross School include improvements of the track surface, restroom and storage facilities, fencing, parking lots and sidewalks. The City recreation programs make use of this school facility in accordance with the joint-use agreement.
- The estimated total cost for the recommended improvements is \$176,404.
- Cumberland County Schools has agreed to fund 50% of the improvement costs, up to \$88,202. The County has agreed to fund 25% of the project (\$44,101) from Recreation District funds. Staff recommends that the remaining 25% (\$44,101) be funded from the General Fund.
- The fiscal year 2010 General Fund budget included \$45,000 for these track improvements. As the project was not begun in FY2010, that funding will be designated in fund balance as of June 30, 2010. Budget Ordinance 2011-1 will appropriate General Fund fund balance to move forward with the project in advance of the completion of the fiscal year close.
- The fiscal year 2011 budget for the Recreation District includes sufficient funding for the District share of this project.
- Capital Project Ordinance 2011-3 will appropriate the County funding, the City General Fund funding and Recreation District funding to move forward with the project.

ISSUES:

None

OPTIONS:

- Adopt Budget Ordinance Amendment 2011-1 and Capital Project Ordinance 2011-3 to fund the Reid Ross track facility improvements.
- Do not adopt Budget Ordinance Amendment 2011-1 and Capital Project Ordinance 2011-3 and do not move forward with the improvement project.

RECOMMENDED ACTION:

Adopt Budget Ordinance Amendment 2011-1 and Capital Project Ordinance 2011-3 to fund the Reid Ross track facility improvements.

ATTACHMENTS:

Budget Ordinance Amendment 2011-1 CPO 2011-3

CITY OF FAYETTEVILLE

2010-2011 BUDGET ORDINANCE AMENDMENT CHANGE 2011-1

BE IT ORDAINED BY THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA:

That the City of Fayetteville Budget Ordinance adopted June 28, 2010 is hereby amended as follows:

Section 1. It is estimated that the following revenues and other financing sources will be available during the fiscal year beginning July 1, 2010, and ending June 30, 2011, to meet the appropriations listed in Section 2.

Item		Listed As	R	levision	Re	vised Amount
Schedule A: General Fund						
Fund Balance Appropriation All Other General Fund Revenues and OFS	\$	2,908,969 131,300,279	\$	44,101	\$	2,953,070 131,300,279
Total Estimated General Fund Revenues	\$	134,209,248	\$	44,101	\$	134,253,349
and Other Financing Sources	_					

Section 2. The following amounts are hereby appropriated for the operations of the City Government and its activities for the fiscal year beginning July 1, 2010, and ending June 30, 2011, according to the following schedules:

Item	 Listed As	R	evision	Re	vised Amount
Schedule A: General Fund					
Parks, Recreation & Maintenance	\$ 15,230,649	\$	44,101	\$	15,274,750
All Other General Fund Departments	 118,978,599		-		118,978,599
Total Estimated General Fund Expenditures	\$ 134,209,248	\$	44,101	\$	134,253,349

Adopted this 26th day of July, 2010.

July 26, 2010

CAPITAL PROJECT ORDINANCE ORD 2011-3

BE IT ORDAINED by the City Council of the City of Fayetteville, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted effective July 26, 2010:

- Section 1. The authorized project is for the funding of facility improvements at the Reid Ross track facility for Parks and Recreation.
- Section 2. The project director is hereby directed to proceed with the project within the terms of the various agreements executed and within the funds appropriated herein.
- Section 3. The following revenues are anticipated to be available to the City to complete the project:

Cumberland County Schools	\$ 88,202
General Fund Transfer (Cumberland County Parks and	
Recreation District)	44,101
General Fund Transfer	44,101
	\$ 176,404

Section 4. The following amounts are appropriated for the project:

Project Expenditures	\$ 176,404

Section 5. Copies of this capital project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out the project.

Adopted this 26th day of July, 2010.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council

FROM: Lisa Smith, Chief Financial Officer

DATE: July 26, 2010

RE: Tax Refunds of Greater Than \$100

THE QUESTION:

City Council approval is required to issue tax refund checks for \$100 or greater.

RELATIONSHIP TO STRATEGIC PLAN: Not applicable.

BACKGROUND: Approved by the Cumberland County Special Board of Equalization for the month of June, 2010.

ISSUES: None

OPTIONS: Approve the refund.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Tax Refunds Of Greater Than \$100



July 26, 2010

MEMORANDUM

TO: Lisa Smith, Chief Financial Officer

FROM: Nancy Peters, Accounts Payable

RE: Tax Refunds of Greater Than \$100

The tax refunds listed below for greater than \$100 were approved by the Cumberland County Special Board of Equalization for the month of June, 2010.

NAME	BILL NO.	YEAR	BASIS	CITY REFUND
Murphy, Saludy (Payable to Vera Winn)	2399953	2004-2008	Duplicate Listing	504.75
TOTAL				\$504.75



CITY COUNCIL ACTION MEMO

TO: Mayor and Members of Council

FROM: Steven K. Blanchard, PWC CEO/General Manager

DATE: July 26, 2010

RE: Bid Recommendation - Water Meters

THE QUESTION:

The Public Works Commission of the City of Fayetteville requests Council approve bid awards for one-year contract, with option to extend contract for additional one-year period(s) upon agreement of both parties for the purchase of water meters.

RELATIONSHIP TO STRATEGIC PLAN:

Quality Utility Services

BACKGROUND:

During their meeting of July 14, 2010 the Public Works Commission approved the following bid recommendations for one-year contracts, with option to extend contract for additional one-year period(s) upon agreement of both parties for the purchase of water meters and forward to City Council for approval. Bids were received June 29, 2010 as follows:

1. Miller Supply, Laurinburg, NC, low bidder meeting specifications in the amount of \$412,360.00 for the purchase of approximately 6500 5/8" x 3/4" water meters. Bids were solicited from four vendors with all four vendors responding. The bid received from Mainline Supply Company did not meet PWC specifications, therefore, the lowest bid meeting specifications is recommended.

Bidders	<u>Unit Cost</u>	Total Cost
Miller Supply, Laurinburg, NC	\$63.44	\$412,360.00
HD Supply Waterworks, Fayetteville, NC	\$73.53	\$477,945.00
Ferguson Waterworks, Raleigh, NC	\$92.77	\$603,005.00

2. Miller Supply, Laurinburg, NC, low bidder in the amount of \$94,724.00 for purchase of approximately 850 1" x 1" water meters. Bids were solicited from four vendors with all four vendors responding as follows:

Bidders	<u>Unit Cost</u>	Total Cost
Miller Supply, Laurinburg, NC	\$111.44	\$ 94,724.00
Mainline Supply, Fayetteville, NC	\$112.65	\$ 95,752.50
HD Supply Waterworks, Fayetteville, NC	\$127.11	\$108,043.50
Ferguson Waterworks, Raleigh, NC	\$140.40	\$119,340.00

ISSUES:

Miller Supply is not classified as DBE, minority or women owned business.

OPTIONS:

N/A

RECOMMENDED ACTION:

Award bid for purchase of approximately 6500 5/8" x 3/4" water meters and approximately 850 1"x1" water meters to Miller Supply, Laurinburg, NC, low bidder meeting specifications.

ATTACHMENTS:

Bid recommendation - 5/8" x 3/4" water meters Bid recommendation - 1"x1" water meters Bid history

PUBLIC WORKS COMMISSION ACTION REQUEST FORM

TO: Steve Blanchard, CEO/General Manager	D.	ATE: July 7, 2010
FROM: Gloria Wrench, Purchasing Manager		
ACTION REQUESTED: <u>Award one-year co</u> 5/8" x 3/4" water meters (with option to extend agreement of both parties.	•	** *
BID/PROJECT NAME: Annual Water Meter	Contract	
BID DATE: June 29, 2010 DEPA	ARTMENT: Inven	tory
BIDDERS	UNIT COST	TOTAL COST
Miller Supply, Laurinburg, NC HD Supply Waterworks, Fayetteville, NC Ferguson Waterworks, Raleigh, NC	\$63.44 \$73.53 \$92.77	\$412,360.00 \$477,945.00 \$603,005.00
AWARD RECOMMENDED TO: Miller Sup		
BASIS OF AWARD: Lowest bidder meeting s AWARD RECOMMENDED BY: Gloria Wr	*	1
COMMENTS: Bids were solicited from four A bid was received from Mainline Supply Co PWC specifications required a glass lens encod thermoplastic lens encoder. Therefore, the lowe	., however, their bid er. The meter propos	did not meet specifications. ed by Mainline has a molded
	ACTION BY COM	MISSION
		REJECTED
	ACTION BY COU	JNCIL
	APPROVED DATE	REJECTED

PUBLIC WORKS COMMISSION ACTION REQUEST FORM

TO: Steve Blanchard, CEO/General Manager		DATE:_	July 7, 2010
FROM: Gloria Wrench, Purchasing Manager			
ACTION REQUESTED: Award one-year of			
<u>1" x 1" water meters (with option to extend con</u> agreement of both parties).	ntract for additional	one-year	periods upon the
agreement of bour parties).			
BID/PROJECT NAME: Annual Water Mete	er Contract		
BID DATE: June 29, 2010 DEF	PARTMENT: <u>Inv</u>	entory	
BIDDERS	UNIT COST	•••••	TOTAL COST
Miller Supply, Laurinburg, NC	\$111.44	-	\$ 94,724.00
Mainline Supply, Fayetteville, NC	\$112.65		\$ 95,752.50
HD Supply Waterworks, Fayetteville, NC Ferguson Waterworks, Raleigh, NC	<u>\$127.11</u> \$140.40		\$108,043.50 \$119,340.00
reiguson waterworks, Rateign, NC	<u>ψ1+0.+0</u>		\$117,540.00
AWARD RECOMMENDED TO: Miller Su BASIS OF AWARD: Low bidder	pply, Laurinburg, N	IC	
AWARD RECOMMENDED BY: Gloria W	rench and Greg Gre	een	
COMMENTS: <u>Bids were solicited from fou</u> The low bid is recommended.	ur (4) vendors with a	all four (4	4) vendors responding.
	ACTION BY CO	OMMISS	SION
			EJECTED
	ACTION BY CO	DUNCIL	,
			EJECTED

BID HISTORY

ANNUAL WATER METER CONTRACT

Advertisement

1. PWC Website 06/11/10 through 06/29/10

List of Organizations Notified of Bid

- 1. NAACP Fayetteville Branch, Fayetteville, NC
- 2. NAWIC, Fayetteville, NC
- 3. N.C. Institute of Minority Economic Development, Durham, NC
- 4. CRIC, Fayetteville, NC
- 5. Fayetteville Business & Professional League, Fayetteville, NC
- 6. SBTDC, Fayetteville, NC
- 7. FTCC Small Business Center, Fayetteville, NC
- 8. The Women's Center of Fayetteville, Fayetteville, NC
- 9. Fayetteville Area Chamber of Commerce, Fayetteville, NC

List of Prospective Bidders

- 1. Miller Supply, Laurinburg, NC
- 2. HD Supply Waterworks, Fayetteville, NC
- 3. Ferguson Waterworks, Raleigh, NC
- 4. Mainline Supply, Fayetteville, NC

DBE/MWBE Participation

Miller Supply is not a DBE, minority or woman-owned business.

CITY COUNCIL ACTION MEMO

- TO: Mayor and Members of City Council
- FROM: Joe Callis, PWC Business Planning Manager
- **DATE:** July 26, 2010
- RE: Verizon Wireless First Amendment to License Agreement and Memorandum of First Amendment to License Agreement for the Cliffdale Road and Wilson Street Sites

THE QUESTION:

Amending License Agreements with Verizon Wireless

RELATIONSHIP TO STRATEGIC PLAN:

Goal 4: More Efficient City Government - Cost-Effective Service Delivery

BACKGROUND:

Public Works Commission entered into a License Agreement with Alltel Communications, LLC d/b/a Verizon Wireless for antenna attachments on the Cliffdale Road and Wilson Street water tanks. Amendments are necessary to replace the exhibits of the current agreements to reflect a new location of an expanded equipment shelter.

ISSUES: N/A

OPTIONS: N/A

RECOMMENDED ACTION:

Execute the First Amendment to License Agreement in triplicate and Memorandums of First Amendment to License Agreement (four originals) for each site.

ATTACHMENTS:

Cliffdale Amendment Cliffdale Memorandum Wilson Amendment Wilson Memorandum

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (this "Amendment") is made this ____ day of _____, 20___, by and between **City of Fayetteville**, a North Carolina municipal corporation, acting by and through the **Public Works Commission of the City of Fayetteville**, a commission of the City, hereinafter "Licensor", and **Alltel Communications, LLC d/b/a Verizon Wireless**, hereinafter "Licensee". Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Licensor and Raleigh-Durham MSA Limited Partnership d/b/a Alltel, the predecessor in interest to Licensee, entered into a License Agreement dated March 2, 2005 (the "Agreement") whereby Licensee licensed from Licensor certain space located at 601 Castle Rising Road, Fayetteville, Cumberland County, North Carolina 28314, as further described in the Agreement;

WHEREAS, Licensor and Licensee desire to amend the Agreement in order to replace and supersede certain exhibits attached thereto as further described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Amendment as follows:

- 1. The above recitals are incorporated herein by reference. Except as expressly set forth in this Amendment, all defined terms herein used shall have the same meaning as set forth in the Agreement.
- 2. Exhibit 1, Exhibit 2-A and Exhibit 2-B to the Agreement are hereby replaced and superseded by and with Exhibit 1 (Revision 1), Exhibit 2-A (Revision 1) and Exhibit 2-B (Revision 1) attached hereto and incorporated herein.
- 3. Licensor and Licensee hereby agree that the term "Cabinets", as defined Section 2 of the Agreement and used throughout the Agreement, shall include equipment cabinets, pads, shelters and/or buildings, together with associated ground equipment and improvements.
- 4. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto.
- 5. The Agreement and this Amendment contain all agreements, promises or understandings between Licensor and Licensee and no verbal or oral agreements, promises or understandings shall be binding upon either the

Licensor or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and/or this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Amendment.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated above.

LICENSOR:

Public Works Commission of the City of Fayetteville

By:_____(Seal) Name: Terri Union Title: Chairman Date:_____

City of Fayetteville

Ву:	(Seal)
Name: Anthony G. Chavonne	
Title: Mayor	
Date:	

LICENSEE:

Alltel Communications, LLC d/b/a Verizon Wireless

By:_____(Seal) Name: Hans F. Leutenegger Title: Area Vice President Network Date:_____

Rita Perry, City Clerk

Michael G. Lallier, Secretary

Witness

EXHIBIT 1 (REVISION 1)

EQUIPMENT SPECIFICATIONS

	Antenna	IS		
	Sector 1	Sector 2	Sector 3	
Rad Center (Feet AGL)	176	176	176	
Antenna Quantity	4	4	4	
Antenna Manufacturer	Antel / Decibel / CSS	Antel / Decibel / CSS	Antel / Decibel / CSS	
Antenna Model		(1) BXA-70063-8CF-EDIN-2 /	(1) BXA-70063-8CF-EDIN-2 /	
	DB844G65ZAXY / (1) XP18-60-2D	(2) DB844G65ZAXY / (1) XP18-	(2) DB844G65ZAXY / (1) XP18-	
		60-2D	60-2D	
Weight (per antenna)	24 lbs / 12 lbs / 10 lbs	24 lbs / 12 lbs / 10 lbs	24 lbs / 12 lbs / 10 lbs	
Antenna Dimensions (L x W x D)	94.6"x11.2"x5.2" / 48"x10"x8.5" /	94.6"x11.2"x5.2" / 48"x10"x8.5"	94.6"x11.2"x5.2" / 48"x10"x8.5"	
	48"x6.7"x4.1"	/ 48"x6.7"x4.1"	/ 48"x6.7"x4.1"	
Antenna Gain	16 dBd / 13.5 dBd / 15.7 dBd	16 dBd / 13.5 dBd / 15.7 dBd	16 dBd / 13.5 dBd / 15.7 dBd	
Orientation/Azimuth	50	155	280	
Technology	LTE/CDMA	LTE/CDMA	LTE/CDMA	
Transmit Frequency (Tx)	746-757/869-879/890-891/882-894	746-757/869-879/890-891/882-	746-757/869-879/890-891/882-	
Receive Frequency (Rx)	776-787/824-834/845-846/837-849	776-787/824-834/845-846/837-	776-787/824-834/845-846/837-	
Feed Line Manufacturer	Andrew / RFS Celwave	Andrew / RFS Celwave	Andrew / RFS Celwave	
Feed Line Model	LDF7-50A / LCF158-50A	LDF7-50A / LCF158-50A	LDF7-50A / LCF158-50A	
Feed Line Length	201	201	201	
Feed Line Size	1-5/8"	1-5/8"	1-5/8"	
Number of Feed Lines	4	4	4	
Equipment / Bu	Iding Information:	Power Rec	quirements	
Manufacturer:	Motorola	VAC:	240	
Model Number:	SC4812	Phase:	Single	
Max. Transmit Power:	33.8 Watts	Amps :	200	
ERP/ EIRP (Watts):	300 Watts			
Shelter / Cabinets:	Shelter			
Lease Space: Dimensions	Per Survey			
	erator	Batt	eries	
Manufacturer:	TBD	Quantity:	TBD	
Model Number:	TBD	Manufacturer:	TBD	
Size (Kva):		Model:	TBD	
Fuel Type:	TBD			
Tank Size:	TBD			
	Comments:			

Keep the (6) existing Decibel DB844G65ZAXY antennas. Add (3) Antel BXA-70063-8CF-EDIN-2 and (3) CSS XP18-60-2D antennas. Add (3) lines of coax (1-5/8"), keeping a total of 12 lines at the site. Add (6) RFS FD9R6004 diplexers for 800 and PCS antennas. Replace existing cabinets/shelter and relocate within the compound with a new shelter.

EXHIBIT 2-A (REVISION 1)

LEGAL DESCRIPTION OF SITE

All of that certain tract or parcel of land in the Township of Seventy-First, County of Cumberland, State of North Carolina, described as follows:

BEGINNING at a monument on the northern right of way margin of Cliffdale Road, which has a 60 foot right of way, the beginning corner also being the southeastern corner of a 51.7 acre tract as conveyed by Florence Stokes Currie, et al to Joseph A. McArthur and wife Doris D. McArthur by Deed recorded in Book 716, Page 308, it also being the southwestern corner of a tract presently owned by the City of Fayetteville, and proceeding thence for a first call along the northern margin of Cliffdale Road North 83 degrees 15 minutes West 339.11 feet to an iron pipe; thence a new line North 04 degrees 56 minutes West 325.31 feet to an iron pipe; thence along another new line South 83 degrees 15 minutes East 339.11 feet to a monument; thence South 04 degrees 56 minutes East 325.31 feet to a point and place, being 2.48 acres, more or less.

The above described property is a part of the aforementioned 51.7 acre tract conveyed to the parties of the first part by Deed recorded in Book 716, Page 308, Cumberland County, North Carolina Registry.

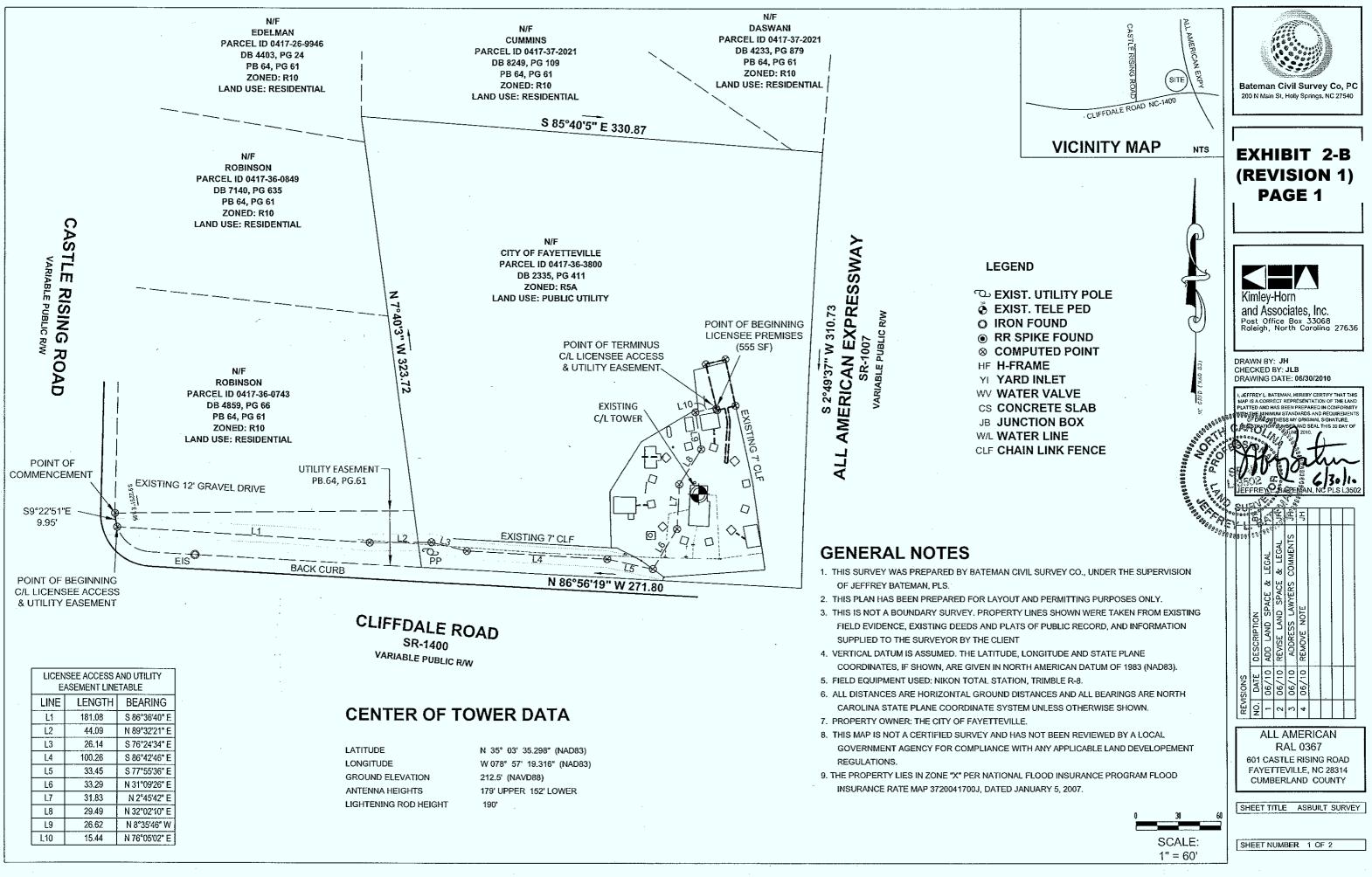
Also hereby conveyed to the party of the second part, its successors and assigns, is a permanent easement for ingress and egress over the property of the parties of the first part 20 feet wide, situate and lying along the North right of way margin of Cliffdale Road.

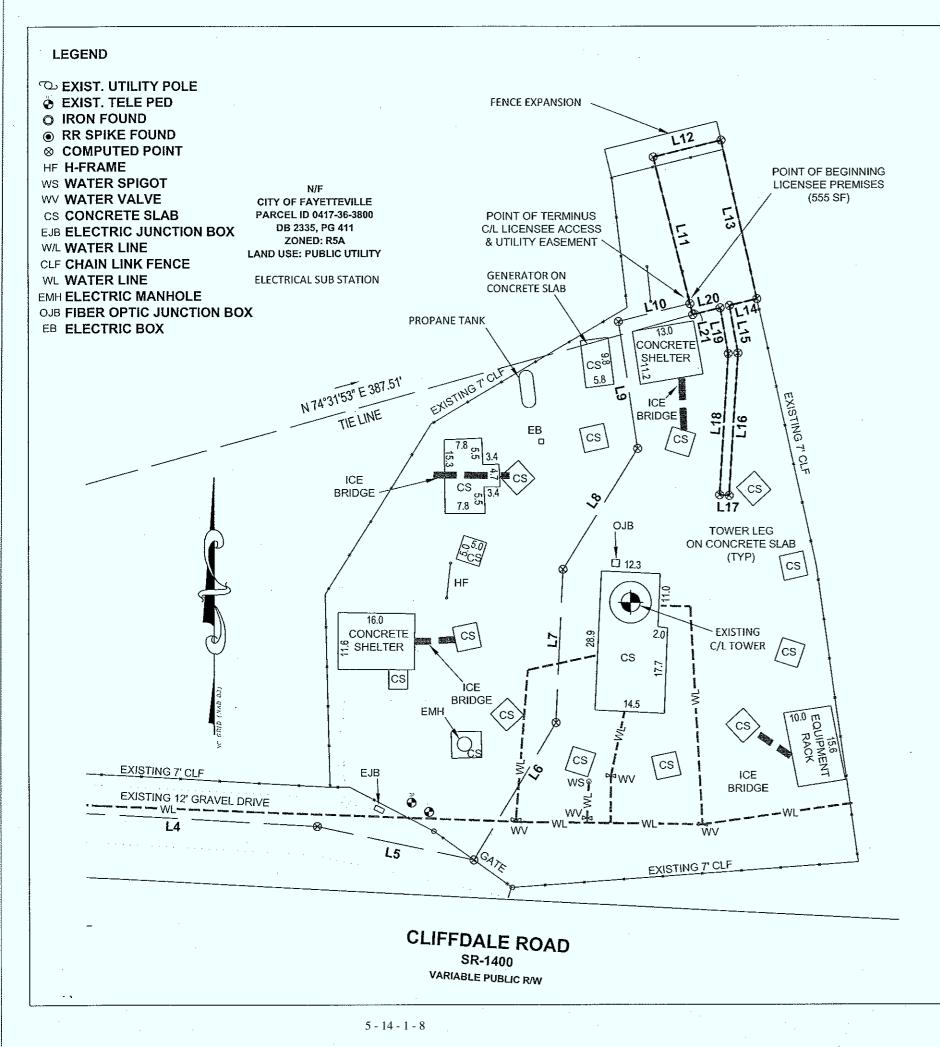
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EXHIBIT 2-B (REVISION 1)

LEGAL DESCRIPTION AND SURVEY OF LICENSEE'S PREMISES

(ATTACHED)



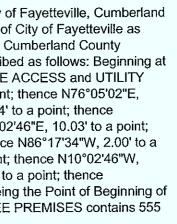


LICENSEE PREMISES DESCRIPTION

All that certain parcel of land, situate in City of Fayetteville, Cumberland County, North Carolina, being on the lands of City of Fayetteville as described in Deed Book 2335 at Page 411, Cumberland County Records, and being more particularly described as follows: Beginning at The Point of Terminus of the C/L LICENSEE ACCESS and UTILITY EASEMENT, N13°54'58"W, 31.36' to a point; thence N76°05'02"E, 14.55' to a point; thence S12°31'56"E, 33.74' to a point; thence S76°05'02"W, 5.86' to a point, thence S10°02'46"E, 10.03' to a point; thence S03°42'26"E, 29.58' to a point; thence N86°17'34"W, 2.00' to a point; thence N03°42'26"W, 29.34' to a point; thence N10°02'46"W, 9.65' to a point; thence S76°05'02"W, 5.86' to a point; thence N13°54'58"W, 2.37' to a point, said point being the Point of Beginning of the LICENSEE PREMISES. Said LICENSEE PREMISES contains 555 square feet, more or less.

All that certain parcel of land, situate in City of Fayetteville, Cumberland County, North Carolina, being on the lands of City of Fayetteville as described in Deed Book 2335 at Page 411, Cumberland County Records, and being more particularly described as follows: Commencing at a point on the Eastern Right-of-Way of Castle Rising road, S9°22'51"E, 9.95' to the Point of Beginning of the C/L Licensee Utility & Access Easement : thence S86°36'40"E, 181.08' to a point; thence N89°32'21"E, 44.09' to a point; thence S76°24'34"E, 26.14' to a point: thence S86°42'46"E, 100.26' to a point, thence S77°55'36"E, 33.45' to a point; thence N31°09'26"E, 33.29' to a point; thence N2°45'42"E, 31.83' to a point; thence N32°02'10"E, 29.49' to a point; thence N8°35'46"W, 26.62' to a point: thence N76°05'02"W, 31.36' to a point, said point being the Point of Terminus of the C/L Licensee Utility & Access Easement.

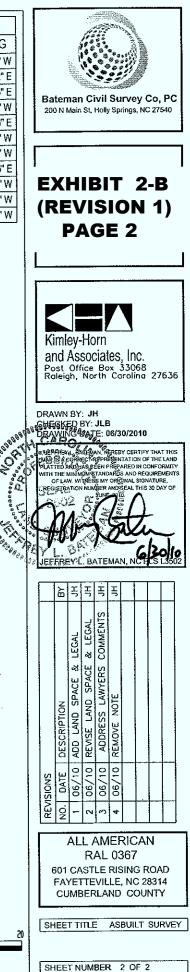
LICENSEE PREMISES LINETABLE				
LINE	LENGTH	BEARING		
L11	31.36	N 13°54'58" W		
L12	14.55	N 76°05'02" E		
L13	33.74	S 12°31'56" E		
L14	5.86	S 76°05'02" W		
L15	10.03	S 10°02'46" E		
L16	29.58	S 3°42'26" W		
L17	2.00	N 86°17'34" W		
L18	29.34	N 3°42'26" E		
L19	9.65	N 10°02'46" W		
L20	5.86	S 76°05'02" W		
L21	2.37	N 13°54'58" W		



C/L LICENSEE UTILITY & ACCESS EASEMENT DESCRIPTION

SCALE:

1" = 20'



AFTER RECORDING RETURN TO:

PENNINGTON LAW FIRM, L.L.P. POST OFFICE BOX 2844 COLUMBIA, SOUTH CAROLINA 29202

STATE OF NORTH CAROLINA)

COUNTY OF CUMBERLAND

MEMORANDUM OF FIRST AMENDMENT TO LICENSE AGREEMENT

)

)

This Memorandum of First Amendment to License Agreement ("Memorandum") is made this ____ day of _____, 20___, by and between City of Fayetteville, a North Carolina municipal corporation, acting by and through the Public Works Commission of the City of Fayetteville, a commission of the City, hereinafter "Licensor", and Alltel Communications, LLC d/b/a Verizon Wireless, hereinafter "Licensee".

1. Licensor and Raleigh-Durham MSA Limited Partnership d/b/a Alltel, the predecessor in interest to Licensee, entered into a License Agreement dated March 2, 2005 (the "Agreement"), with respect to Licensor's property commonly known as 601 Castle Rising Road, Fayetteville, Cumberland County, North Carolina 28314, having a Cumberland County Tax Parcel ID Number of 0417-36-3800 and being further described on Exhibit 2-A (Revision 1) attached hereto and made a part hereof.

2. Licensor and Licensee entered into a First Amendment to License Agreement dated ______, 20___ (the "Amendment"). Pursuant to the terms of the Amendment, the Premises leased by Licensor to Licensee have been modified as shown on Exhibit 2-B (Revision 1) attached hereto and made a part hereof.

3. Except for the limited purpose stated above, this Memorandum is not intended to replace, supersede or release Licensee's rights under any memoranda previously recorded in connection with the Agreement.

4. A copy of the Agreement and Amendment is on file in the offices of Licensor and Licensee.

5. The terms, covenants and provisions of the Agreement and Amendment shall extend to and be binding upon the respective administrators, successors and assigns of Licensor and Licensee.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Licensor and Licensee have caused this Memorandum to be duly executed on the day and year first written above.

Licensor:

Public Works Commission of the City of Fayetteville

By:_____(Seal) Name: Terri Union Title: Chairman Date:_____

City of Fayetteville

By:	(Seal)
Name: Anthony G. Chavonne	
Title: Mayor	
Date:	

Licensee:

Alltel Communications, LLC d/b/a Verizon Wireless

By:_____(Seal) Name: Hans F. Leutenegger Title: Area Vice President Network Date:_____

Rita Perry, City Clerk

Michael G. Lallier, Secretary

Witness

STATE OF NORTH CAROLINA : : Licensor Acknowledgement COUNTY OF CUMBERLAND :

I, ______, a Notary Public for said county and state, do hereby certify that Michael G. Lallier personally appeared before this day and acknowledged that he is the Secretary of the **Public Works Commission**, a Commission of the City of Fayetteville, and that by authority duly given and as an act of the Commission, the foregoing agreement was signed in its name by its Chairman, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20 .

My Commission Expires:

STATE OF NORTH CAROLINA	:	
	:	Licensor Acknowledgement
COUNTY OF CUMBERLAND	:	

I, ______, a Notary Public for said county and state, do hereby certify that Rita Perry personally appeared before this day and acknowledged that she is the City Clerk for the **City of Fayetteville**, a municipal corporation, and that by authority duly given and as an act of the corporation, the foregoing agreement was signed in its name by its Mayor, sealed with its corporate seal, and attested by himself as its City Clerk.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20 .

My Commission Expires:_____

Notary Public

Notary Public

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STATE OF NORTH CAROLINA : : Licensee Acknowledgement COUNTY OF MECKLENBURG :

I, ______, a Notary Public for ______County and State of North Carolina, do hereby certify that Hans F. Leutenegger, to me personally known, who, being by me duly sworn, did say that he is Area Vice President Network of **Alltel Communications, LLC d/b/a Verizon Wireless**, and that he, as Area Vice President Network, being authorized to do so, executed the foregoing Memorandum on behalf of **Alltel Communications, LLC d/b/a Verizon Wireless**.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 20 .

Notary Public

My Commission Expires: _____

EXHIBIT 2-A (REVISION 1)

LEGAL DESCRIPTION OF SITE

All of that certain tract or parcel of land in the Township of Seventy-First, County of Cumberland, State of North Carolina, described as follows:

BEGINNING at a monument on the northern right of way margin of Cliffdale Road, which has a 60 foot right of way, the beginning corner also being the southeastern corner of a 51.7 acre tract as conveyed by Florence Stokes Currie, et al to Joseph A. McArthur and wife Doris D. McArthur by Deed recorded in Book 716, Page 308, it also being the southwestern corner of a tract presently owned by the City of Fayetteville, and proceeding thence for a first call along the northern margin of Cliffdale Road North 83 degrees 15 minutes West 339.11 feet to an iron pipe; thence a new line North 04 degrees 56 minutes West 325.31 feet to an iron pipe; thence along another new line South 83 degrees 15 minutes East 339.11 feet to a monument; thence South 04 degrees 56 minutes East 325.31 feet to a point and place, being 2.48 acres, more or less.

The above described property is a part of the aforementioned 51.7 acre tract conveyed to the parties of the first part by Deed recorded in Book 716, Page 308, Cumberland County, North Carolina Registry.

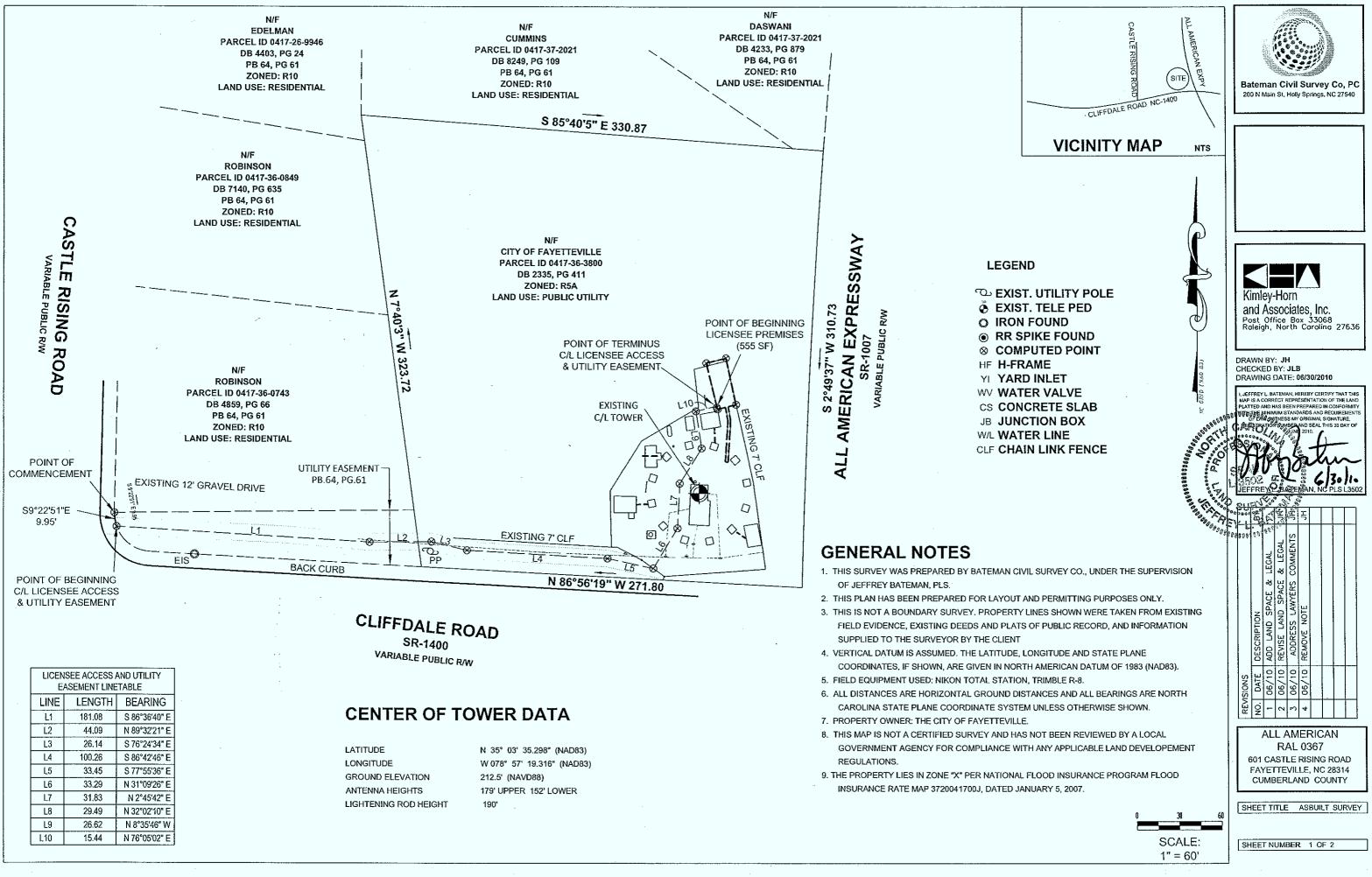
Also hereby conveyed to the party of the second part, its successors and assigns, is a permanent easement for ingress and egress over the property of the parties of the first part 20 feet wide, situate and lying along the North right of way margin of Cliffdale Road.

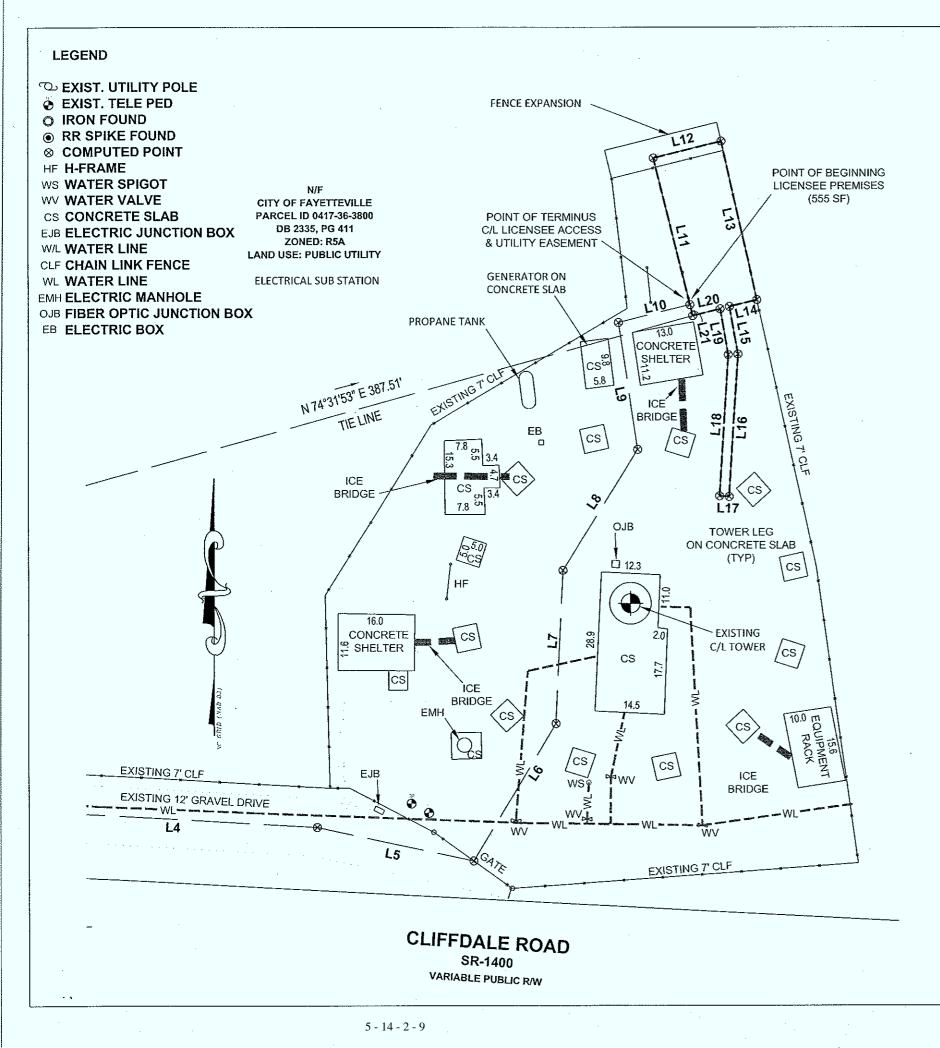
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EXHIBIT 2-B (REVISION 1)

LEGAL DESCRIPTION AND SURVEY OF LICENSEE'S PREMISES

(ATTACHED)





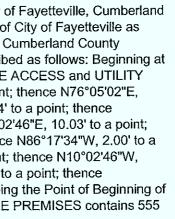
LICENSEE PREMISES DESCRIPTION

All that certain parcel of land, situate in City of Fayetteville, Cumberland County, North Carolina, being on the lands of City of Fayetteville as described in Deed Book 2335 at Page 411, Cumberland County Records, and being more particularly described as follows: Beginning at The Point of Terminus of the C/L LICENSEE ACCESS and UTILITY EASEMENT, N13°54'58"W, 31.36' to a point; thence N76°05'02"E, 14.55' to a point; thence S12°31'56"E, 33.74' to a point; thence S76°05'02"W, 5.86' to a point, thence S10°02'46"E, 10.03' to a point; thence S03°42'26"E, 29.58' to a point; thence N86°17'34"W, 2.00' to a point; thence N03°42'26"W, 29.34' to a point; thence N10°02'46"W, 9.65' to a point; thence S76°05'02"W, 5.86' to a point; thence N13°54'58"W, 2.37' to a point, said point being the Point of Beginning of the LICENSEE PREMISES. Said LICENSEE PREMISES contains 555 square feet, more or less.

& Access Easement.

All that certain parcel of land, situate in City of Fayetteville, Cumberland County, North Carolina, being on the lands of City of Fayetteville as described in Deed Book 2335 at Page 411, Cumberland County Records, and being more particularly described as follows: Commencing at a point on the Eastern Right-of-Way of Castle Rising road, S9°22'51"E, 9.95' to the Point of Beginning of the C/L Licensee Utility & Access Easement : thence S86°36'40"E, 181.08' to a point; thence N89°32'21"E, 44.09' to a point; thence S76°24'34"E, 26.14' to a point: thence S86°42'46"E, 100.26' to a point, thence S77°55'36"E, 33.45' to a point; thence N31°09'26"E, 33.29' to a point; thence N2°45'42"E, 31.83' to a point; thence N32°02'10"E, 29.49' to a point; thence N8°35'46"W, 26.62' to a point: thence N76°05'02"W, 31.36' to a point, said point being the Point of Terminus of the C/L Licensee Utility

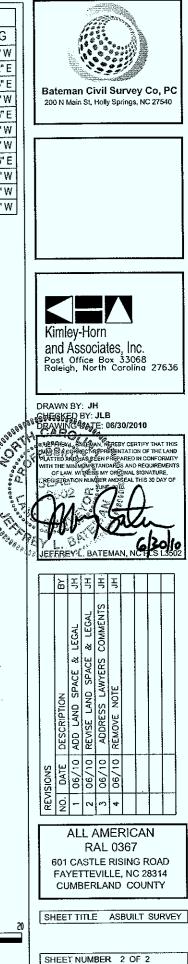
LICENSEE PREMISES LINETABLE		
LENGTH BEARING		
31.36	N 13°54'58" W	
14.55	N 76°05'02" E	
33.74	S 12°31'56" E	
5.86	S 76°05'02" W	
10.03	S 10°02'46" E	
29.58	S 3°42'26" W	
2.00	N 86°17'34" W	
29.34	N 3°42'26" E	
9.65	N 10°02'46" W	
5.86	S 76°05'02" W	
2.37	N 13°54'58" W	
	LENGTH 31.36 14.55 33.74 5.86 10.03 29.58 2.00 29.34 9.65 5.86	



C/L LICENSEE UTILITY & ACCESS EASEMENT DESCRIPTION

SCALE:

1" = 20'



FIRST AMENDMENT TO OPTION AND LICENSE AGREEMENT

This First Amendment to Option and License Agreement (this "Amendment") is made this ______ day of ______, 20____, by and between **City of Fayetteville**, a North Carolina municipal corporation, acting by and through the **Public Works Commission of the City of Fayetteville**, with a principal mailing address of P.O. Box 1089, Fayetteville, North Carolina 28302, hereinafter "Licensor", and **Alltel Communications, LLC d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "Licensee".

WHEREAS, Licensor and Licensee entered into a Option and License Agreement on May 23, 2001 (the "Agreement"), whereby Licensee licensed from Licensor certain space at 1921 Wilson Street, Fayetteville, North Carolina 28305, as more fully described in the Agreement;

WHEREAS, Licensor and Licensee desire to amend the Agreement in order to document certain changes to Licensee's equipment installed on the Tower, as well as to permit Licensee to modify and relocate its leased Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

- 1. Exhibit 1 to the Agreement is hereby replaced and superseded with Exhibit 1 (Revision 1) attached hereto and incorporated herein for the purpose of documenting Licensee's equipment modifications.
- 2. Licensee shall modify its Premises by removing its equipment cabinets and replacing them with an equipment shelter. Exhibit 2-B to the Agreement is hereby replaced and superseded with Exhibit 2-B (Revision 1) attached hereto and incorporated herein.
- 3. Section 16 of the Agreement is hereby amended for the purpose of replacing Licensee's notice address with the following:

Alltel Communications, LLC d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

4. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.

5. The Agreement and this Amendment contain all agreements, promises or understandings between Licensor and Licensee, and no verbal or oral agreements, promises or understandings shall be binding upon either the Licensor or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and/or this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Amendment.

(SIGNATURES TO FOLLOW)

5 - 14 - 3 - 2

Licensor Site Name: Wilson Street Licensee Site Name: Haymount

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

Licensor:

Public Works Commission of the City of Fayetteville

Joan Starling, Senior Executive Assistant

By: _____ Name: Steven K. Blanchard Title: General Manager Date: _____

City of Fayetteville

By:_____ Name: Anthony G. Chavonne Title: Mayor Date:_____

Licensee:

Alltel Communications, LLC d/b/a Verizon Wireless

Ву: _____

Name: Hans F. Leutenegger Title: Area Vice President Network Date:

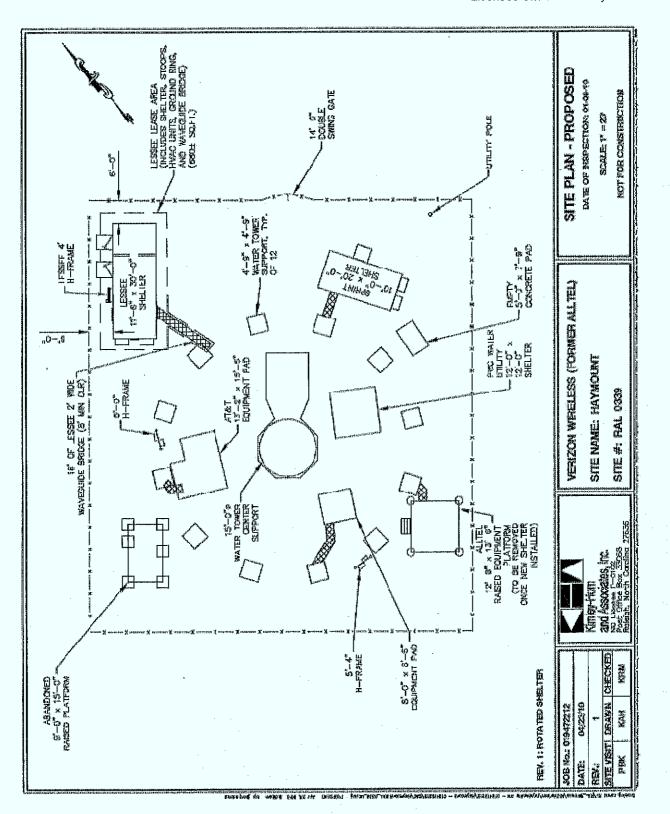
WITNESS

Rita Perry, City Clerk

Exhibit 1 (Revision 1)

	Autrus.	.	· · · · · · · · · · · · · · · · · · ·
	Assetting I	Sector L	Sector I
Desired Rad Creater (Feet ACL)	P13	173	173
Alex Bear as a Million as failes	Think	Tusa	Trave
.ศักราชของมีให้สอบหรือเท่าบระด	Amost	Ainstell	Hund.
Antenna Model (attach co.t.cheed)	(1) BXA-70081-0CF-4 / (1) BXA-70063- BCF	(1) B2L4-70663-SCF-4 / (1) B2LA-70063-ECF	(1) B&A-70963-863-4 / (1) B&A-70063-865
Weisht (per solleuns)	24 Mar / 24 Mar	24 [ba / 24 Ba	24 Ha / 24 Km
Antenna Dönsesions (Lx W x D)	946mll2m45*/546mll2m43*	94.6°n11.3°n4.9°7 94.6°n11.3°n4.9°	94.6'x11.3'x4.3'' 94.6'x11.2'x4.3''
ERE (madas)			
Antenna Cérin	de de di su	计成项目记录 16 月12月	is deal is deal
Orientstion/Arimuth	20	150	220
Merekanikal Till			
Technology	LTECOMA	LTENIOMA	LTENCOMA
Transmit Frequency (Ta)	745-737/268-879/290-891/552-894	746-737/869-879/890-891/882-	746-737/869-979/898-991/852
Receive Frequency (Rit)	775-787/804-834/843-846/837-849	778-787/824-834/845-846/837-	776-7871834-834.645-846-837
Feed Lize Manufacturer	RES Caluary	RPS Cabasan	SPS Calumus
Feed Line Model	LCFISE-SOA	LCP15&-504	LCEU58-500.
Beed. Ling Lougil	198	198	198
Fred Line Sire	1.56**	L-5/8*	L-NR"
Tomer Manual Amplifier Weight	<u>, , , , , , , , , , , , , , , , , , , </u>		
Equipment / Building Information:		Power Requirements	
Manufacturer:	Matanala	W463	240
Kindel Mumber:	SC4812	PENSET.	Sizgla
Max. Transmit Peopler:	13.8 W/with	Aupa :	200
EEP/EEEP(Wants):	300 Weiter		
Shelter / Cabinetta:	Cabingt		
Lease Space: Dimensions	ITS'MIN'L agreed Aren		
Pad Rämensions if applicable:			
	jeneralen:	Babb	BAT LARK
ในโลยอนที่เพาะไหมางกา		Clasadity:	3
Model Number:		hilannfacturer:	
Size (Eva):		Model:	12-140F
Fuel Type:		· · · · · · · · · · · · · · · · · · ·	
Tonk Sire:	· ·	· .	
	Comments:		

Exercise the existing (6) Decided DE844H9DUTSX-TO antennas. We are adding (3) Antal EXA-30063-8CF-4 and (3) Antal BMA-30063-8CF antennas. Add (6) lines of scar of type RFS Colorave at thesize , thus having a total of 12 lines.



5 - 14 - 3 - 5

Upon Recording, Return to:

Pennington Law Firm, L.L.P. Post Office Box 2844 Columbia, South Carolina 29202

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

MEMORANDUM OF FIRST AMENDMENT TO OPTION AND LICENSE AGREEMENT

This Memorandum of Option and License Agreement ("Memorandum") is made this _______ day of ______, 20__, by and between **The City of Fayetteville**, a North Carolina municipal corporation, acting by and through the **Public Works Commission of the City of Fayetteville**, with a principal mailing address of P.O. Box 1089, Fayetteville, North Carolina 28302, hereinafter "Licensor", and **Alltel Communications**, **LLC d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "Licensee". Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

 Licensor and Licensee entered into that certain First Amendment to Option and License Agreement (the "Amendment") dated ______, 20___, which amends that certain Option and License Agreement between the Parties and/or their respective predecessors-in-interest, dated May 23, 2001 (the Agreement"), whereby Licensee licenses space from Licensor at that parcel of property commonly known as 1921 Wilson Street, Fayetteville, North Carolina 28305, as further described in that certain deed recorded in the Cumberland County Registry in Deed Book 465, at Page 35.

> Licensor site name: Wilson Street Licensee site name: Haymount

- 2. Pursuant to the terms of the Amendment, Licensee's leased Premises have been modified as depicted in Exhibit 1, attached hereto.
- 3. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Licensor and Licensee.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

2

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Licensor and Licensee have caused this Memorandum to be duly executed on the date first written hereinabove.

Witness:

By: _____ Joan Starling, Senior Executive Assistant

Licensor:

Public Works Commission of the City of Fayetteville

By: _____ Name: Steven K. Blanchard Title: General Manager Date: _____

City of Fayetteville

Witn	ess:		
By:			
Rita	Perry, Ci	ty Clerk	

By:
Name
Titlo

Name	e: Anthony G. Chavonn	e
Title:	Mayor	
Date:		

Licensee:

Alltel Communications, LLC d/b/a Verizon Wireless

Witness:	1	
By:		
Name:		

By: ___

Name: Hans F. Leutenegger Title: Area Vice President Network Date:

STATE OF NORTH CAROLINA)

COUNTY OF CUMBERLAND

ACKNOWLEDGEMENT

I, ______, a Notary Public for said County and State, do hereby certify that Joan Starling personally came before me this day and acknowledged that she is the Senior Executive Assistant of **Public Works Commission of the City of Fayetteville**, and that by authority duly given and as an act of the Commission, the foregoing agreement was signed in its name by its General Manager, sealed with its corporate seal, and attested by herself as its Senior Executive Assistant.

WITNESS my hand and official Notarial Seal, this ____ day of _____

)

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA)

COUNTY OF CUMBERLAND

ACKNOWLEDGEMENT

I, ______, a Notary Public for said County and State, do hereby certify that Rita Perry personally came before me this day and acknowledged that she is the City Clerk for the **City of Fayetteville**, a municipal corporation, and that by authority duly given and as an act of the corporation, the foregoing agreement was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20 .

Notary Public

My Commission Expires:

4

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG

ACKNOWLEDGEMENT

I, ______, a Notary Public for _____ County and State of North Carolina, do hereby certify that Hans F. Leutenegger personally came before me this day and acknowledged that he is the Area Vice President Network of Alltel Communications, LLC d/b/a Verizon Wireless, and he, being authorized to do so, executed the foregoing Memorandum as his own act and deed on behalf of Alltel Communications, LLC d/b/a Verizon Wireless.

)

WITNESS my hand and official Notarial Seal, this ____ day of _____ 20__.

Notary Public

My Commission Expires:

5 - 14 - 4 - 5

Exhibit 1

See attached.

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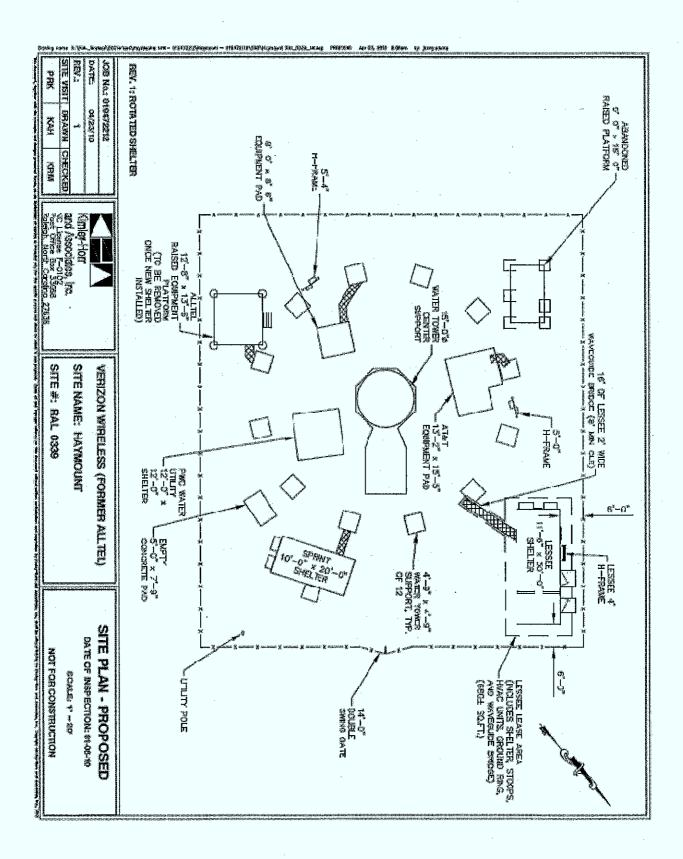
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5 - 14 - 4 - 6



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5 - 14 - 4 - 7

CITY COUNCIL ACTION MEMO

- TO: Mayor and Members of City Council
- FROM: Steven K. Blanchard, PWC CEO/General Manager
- **DATE:** July 26, 2010
- RE: Budget Amendment #3 Annexation Phase V-Project 1 Capital Project Fund for Fiscal Years 2007-2011 and Budget Amendment #2 – Ft. Bragg Interim Water Service Project Fund for Fiscal Years 2007-2011 (PWC Financial Matters)

THE QUESTION:

The Public Works Commission of the City of Fayetteville requests City Council adopt the following PWC Budget Amendments: Amendment #3 – Annexation Phase V-Project 1 Capital Project Fund for Fiscal Years 2007-2011 and Amendment #2 – Ft. Bragg Interim Water Service Project Fund for Fiscal Years 2007-2011

RELATIONSHIP TO STRATEGIC PLAN:

Quality Utility Services.

BACKGROUND:

During their regular meeting of July 14, 2010 the Public Works Commission considered and approved the following financial matters relating to the PWC Budget and to forward to City Council for adoption:

1. Amendment #3 – Annexation Phase V-Project 1 Capital Project Fund for Fiscal Years 2007-2011 Budget Amendment #3 reduces the utility installation cost by \$2 million and transfers it equally to the City and PWC General Fund Accounts. Interest income is also adjusted to the expected earnings.

2. Amendment #2 – Ft. Bragg Interim Water Service Project Fund for Fiscal Years 2007-2011 Budget Amendment #2 reflects CLIN and pricing changes. The proposed amendment will more closely reflect the expected outcome of the fund.

ISSUES:

None

OPTIONS: None

RECOMMENDED ACTION:

Adopt Budget Amendment #3 - Annexation Phase V - Project 1 Capital Project Fund for Fiscal Years 2007-2011 and Budget Amendment #2 - Ft. Bragg Interim Water Service Project Fund for Fiscal Years 2007-2011.

ATTACHMENTS:

Transmittal Letter Budget Amendment #3 Budget Amendment #2



WILSON A. LACY, COMMISSIONER TERRI UNION, COMMISSIONER LUIS J. OLIVERA, COMMISSIONER MICHAEL G. LALL ER, COMMISSIONER STEVEN K. BLANCHARD, CEO/GENERAL MANAGER

PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE 955 OLD WILMINGTON RD P.O. BOX 1089 FAYETTEVILLE, NORTH CAROL NA 28302 1089 TELEPHONE (AREA CODE 910) 483-1401 FAX (AREA CODE 910) 829-0207

ELECTRIC & WATER UTILITIES

July 7, 2010

MEMO TO:

Steven K. Blanchard, CEO

fil think

MEMO FROM: J. Dwight Miller, CFO

SUBJECT: Budget Amendments

The Annexation Phase V – Project 1 Capital Project Fund, Amendment #3, is being amended to reduce the Utility Installation Cost by \$2 million and transfer it equally to the City and PWC General Funds accounts. Interest Income is also adjusted to the expected earnings.

Amendment #2 to the Ft. Bragg Interim Water Services Project Fund is being amended to reflect CLIN and pricing changes. The proposed amendment will more closely reflect the expected outcome of the fund.

Staff recommends that the Commission adopt Amendment #3 to the Annexation Phase V – Project 1 Capital Project Fund for Fiscal Years 2007 - 2011 and adopt Amendment #2 to the Ft. Bragg Interim Water Service Project Fund for Fiscal Years 2007 - 2011 and forward to City Council for adoption at their meeting on July 26, 2010.

CITY OF FAYETTEVILLE PUBLIC WORKS COMMISSION Annexation Phase V - Project 1 Capital Project Fund For Fiscal Years 2007 - 2011

For Fiscal Years 2007 - 2011						
Amendment #3						
		Current		Proposed	R	ecommended
		Approved		Budget		eption to Date
		Budget	ł	Amendment #3		Budget
Estimated Revenues and Other Funding Sources						
City of Fayetteville	\$	4,822,492	\$	-	\$	4,822,492
Public Works Commission - W/S Fund		4,822,492		-		4,822,492
Series 2008 Revenue Bonds proceeds (1)		4,547,362		-		4,547,362
Interest Income		93,470		144,830		238,300
Total Revenues and Other Funding Sources	\$	14,285,816	\$	144,830	\$	14,430,646
Estimated Expenditures and Other Uses						
Utility installation cost	\$	14,285,816	\$	(2,000,000)	\$	12,285,816
Transfer to the PWC W/S Fund	Ψ	14,203,010	Ψ	1,000,000	Ψ	1,000,000
Transfer to the City of Fayetteville General Fund		-		1,000,000		1,000,000
Appropriated Net Assets		-		144,830		144,830
Total Expenditures and Other Uses	\$	14,285,816	\$	144,830	\$	14,430,646
(1) Net of financing costs						
ADOPTED BY COMMISSION ADOPTED BY CITY COUNCIL		May 28, 2008 June 9, 2008		Proposed Proposed		luly 14, 2010 luly 26, 2010

CITY OF FAYETTEVILLE PUBLIC WORKS COMMISSION Ft. Bragg Interim Water Service Project Fund For Fiscal Years 2007 - 2011

For Fiscal	Years 20	007 - 2011					
Ame	endment	:#2					
		Prior Years		Proposed Amendment #2		Recommended Inception to Date Budget	
Estimated Funding Sources							
United States of America - (DOD)	\$	21,840,234	\$	418,632	\$	22,258,866	
Total Funding Sources	\$	21,840,234	\$	418,632	\$	22,258,866	
Estimated Expenditures							
CLIN 0002 - Design, Budget and Schedule CLIN 0003AA - Initial Capital Payment CLIN 0004 - Transition Costs	\$ \$ \$	2,397,125 14,864,714 274,112	\$	1,365 - -	\$ \$ \$	2,398,490 14,864,714 274,112	
CLIN 0005 - Interim Plant Operations (1) CLIN 0006 - Interim Operations Major	\$ \$ \$	3,346,188 481,400	\$ \$	417,267 -	\$ \$ \$	3,763,455 481,400	
CLIN 0007 - Flouride Spill Remediation Total Expenditures (2)	ծ \$	476,695 21,840,234	\$ \$	418,632	ծ \$	476,695 22,258,866	

(1) Monthly fee renegotiated annually

(2) Expenditures payable to either PWC's General Fund or Harnett County in accordance with the Water Contract.

ADOPTED BY COMMISSION	January 28, 2009	Proposed	July 14, 2010
ADOPTED BY CITY COUNCIL	February 9, 2009	Proposed	July 26, 2010

CITY COUNCIL ACTION MEMO

- TO: Mayor and Members of City Council
- FROM: Craig Harmon, Planner II
- **DATE:** July 26, 2010
- RE: Case No. P10-16F. The rezoning of property located at 9271 Cliffdale Road from AR & R15 to R10. Virginia Newton Barefoot owner.

THE QUESTION:

Consider rezoning a vacant 36.3 acre parcel to allow for uses similar to those surrounding it.

RELATIONSHIP TO STRATEGIC PLAN:

Growth and Development

BACKGROUND:

Owner:Virginia Newton BarefootApplicant:Mike HarrellRequested Action:AR & R15 to R10Property Address:9271 Cliffdale Rd.City Council District:7 (Applewhite)Status of Property:Vacant/Farm & ResidentialSize:36.3 +/- acresExisting Land Use:1 Single Family Residential structure and VacantAdjoining Land Use & Zoning:North - R15 - Single Family Residential / South - R5 & R10 - SingleFamily Residential/ West - AR & R15 - Single Family Residential2010 Land Use Plan:Low Density ResidentialLetters Mailed:141Transportation:Cliffdale Road is a Major Thoroughfare.It has an average daily traffic count

of 13,000 vehicles.

AR - This district is designed for rural use to include agricultural use and low-density residential use. (78 units would be allowed)

R15 - Primarily a single family residential district with adequate lot areas required but including occasional two-family and multifamily structures on larger lots. (104 units would be allowed)

R10 - Primarily a single-family residential district with smaller lot areas required but including occasional two-family and multifamily structures on larger lots. (208 units would be allowed)

ISSUES:

This property is surrounded by R15 and AR Residential. R10 zoning is also near the property. The existing subdivisions zoned R15 were built prior to the extension of public water and sewer to the area.

Zoning Commission and Staff recommend Approval of the rezoning based on:

1. The 2010 Land Use Plan calls for Low Density Residential for this property, R10 is one of the City's Low Density Districts.

2. Public utilities are available to this development.

3. Cliffdale Road is a Major Thoroughfare, appropriate for reasonable access.

OPTIONS:

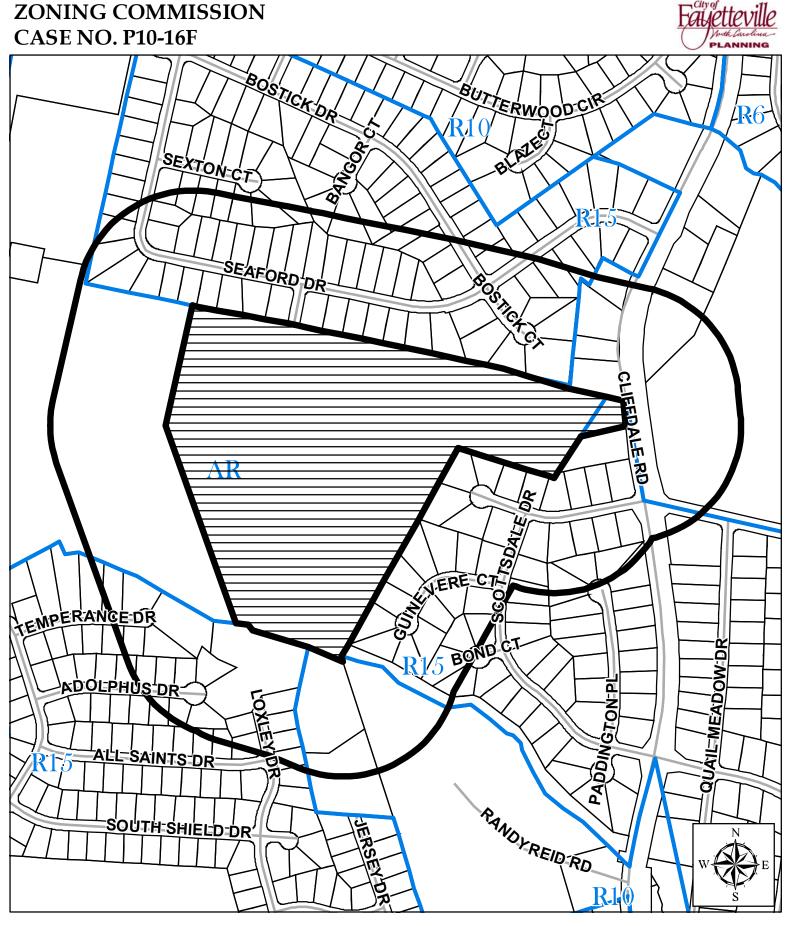
Rezone the property to R10 Residential (recommendation); Rezone the property to a less restrictive district; Deny the rezoning of this property.

RECOMMENDED ACTION:

Zoning Commission and Staff recommend that the City Council move to APPROVE the rezoning from AR & R15 Residential Districts to R10 Residential District based on the reasons provided above (in issues).

ATTACHMENTS:

Zoning Map Current Landuse 2010 Plan Ortho Photo Zoning Commission Minutes



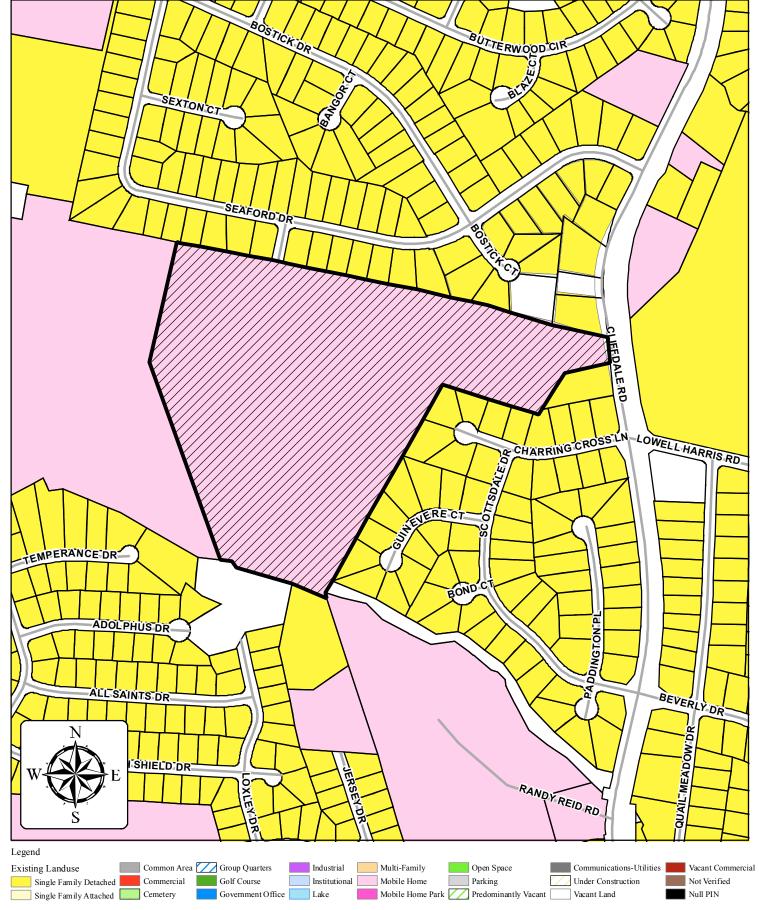
Request: AR & R15 to R10 Location: 9271 Cliffdale Rd Acreage: +/- 36.3 Zoning Commission:5/11/2010 City Council: Pin: 9477-91-3673

Recommendation: _____ Final Action: _____

Letters are being sent to all property owners within the circle, the subject property is shown in the hatched pattern.

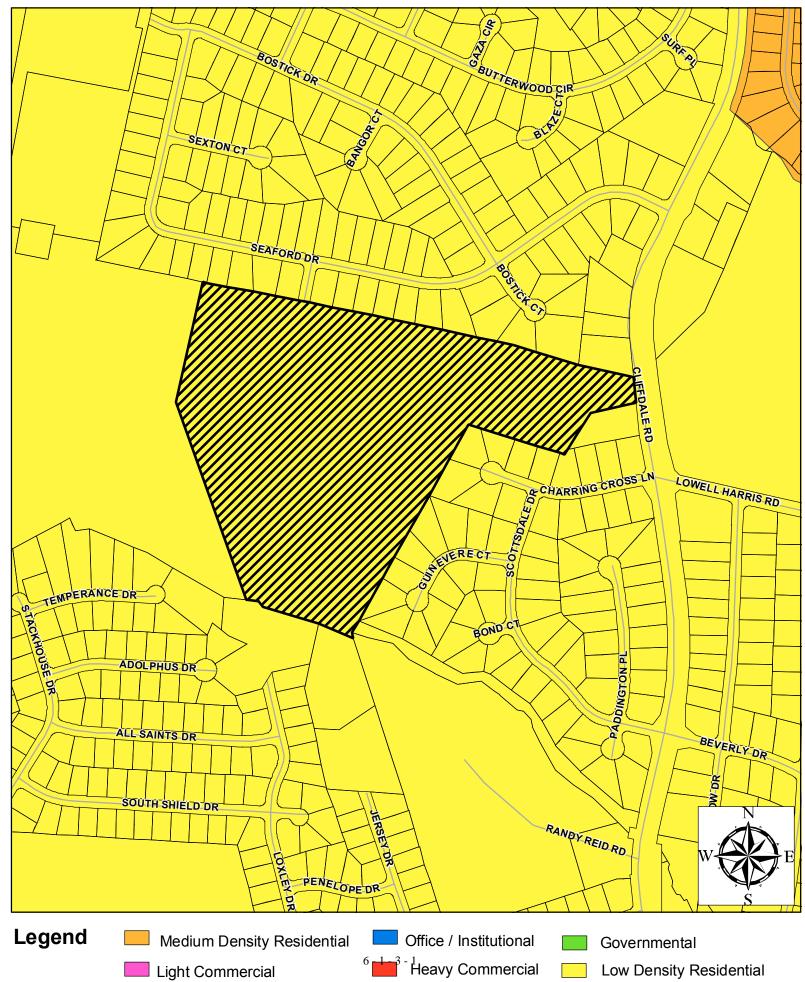
Current Land Use P10-16F





2010 Land Use Plan Case No. P10-16F





ZONING COMMISSION CASE NO. P10-16F





MINUTES CITY OF FAYETTEVILLE ZONING COMMISSION CITY COUNCIL CHAMBER 1ST FLOOR, CITY HALL MAY 11, 2010 @ 7:00 P.M.

MEMBERS PRESENT

Pete Paoni Richard West John Crawley Lockett Tally Marshall Isler Richard West **MEMBERS ABSENT** Steve Mannell Martin J. Hendrix OTHERS PRESENT Karen Hilton, Planning Manager Craig Harmon, Planner Janet Smith, Asst. City Atty David Steinmetz, Inspections

The meeting was called to order at 7:00pm.

I. APPROVAL OF AGENDA

Mr. West made a motion to approve the agenda for April 13, 2010. Mr. Tally seconded the motion. A vote was taken and passed unanimously.

II. APPROVAL OF THE MINUTES FROM THE APRIL 9, 2010 MEETING

Mr. Paoni requested that the minutes be amended to reflect April 13, 2010 as opposed to April 9, 2010 as it currently reflects. Mr. West made a motion to approve the amended minutes from the April 13, 2010 meeting. The motion was seconded by Mr. Tally. A vote was taken and passed unanimously.

Mr. Paoni explained the Commission members' job was to conduct public hearings, listening carefully to the testimony from both sides to make recommendations that would be forwarded to City Council for final action. Each side will be given fifteen (15) minutes, collectively, to speak and must be signed up prior to the meeting. Request for Special Use Permits are quasi-judicial and speakers must be sworn in before speaking. Any aggrieved party has ten (10) days from today's meeting to file an appeal with the City Clerk's Office, located on the second floor of City Hall.

III. PUBLIC HEARINGS

C. Case No. P10-16F. The rezoning from AR Residential & PND Planned Neighborhood Development District to R10 Residential District or to a more restrictive zoning classification for property located at 9271 Cliffdale Road. Containing 36.3 acres more or less and being the property of Virginia Newton Barefoot.

Mr. Harmon presented the case. He gave an overview of the case. Mr. Harmon explained the current land use for the property and the surrounding areas. He stated that the 2010 land use plan called for low density residential. Mr. Harmon explained that this property is surrounded by R15 and AR Residential, R10 zoning

is also near the property. He stated that the existing subdivisions zoned R15 were built prior to the extension of public water and sewer to the area. Mr. Harmon explained that staff recommends approval of the rezoning based on:

1. The 2010 Land Use Plan calls for Low Density Residential for this property, R10 is one of the City's Low Density Districts.

2. Public utilities are available to this development.

The public hearing was opened.

Mr. Evans appeared in favor of the request. He explained that the owners of the property which they inherited have decided it is time to sell the land.

Mr. Scott Brown appeared in favor of the request. Mr. Brown explained that the parcel is surrounded by residential and it is conforming to the land use plan.

Ms. Carol Shackelford was called to speak in opposition but she wasn't present.

The public hearing was closed.

Mr. West made the motion to approve the request to rezone the property. The motion was seconded by Mr. Tally. A vote was taken and passed unanimously.

CITY COUNCIL ACTION MEMO

- TO: Mayor and Members of City Council
- FROM: Craig Harmon, Planner II

DATE: July 26, 2010

RE: Case No. P10-23F. <u>Appeal of a Zoning Commission Denial.</u> The rezoning of 2.04 acres of property at 6016 Cliffdale Rd. to C1P/CZ Commercial Conditional Zoning District. Phyllis K. Hemingway owner.

THE QUESTION:

Rezone a residential property to allow for the commercial use as a hotel.

RELATIONSHIP TO STRATEGIC PLAN:

Growth and Commercial Development

BACKGROUND:

Owner: Phyllis K. Hemingway Applicant: Phyllis K. Hemingway Requested Action: R10 to C1P/CZ Property Address: 6016 Cliffdale Road City Council District: 9 (Meredith) Status of Property: Developed Size: 2.04 +/- acres Existing Land Use: Single Family Residential Adjoining Land Use & Zoning: North – R10 – Single Family Residential / South – R5A – Single Family Residential / East – R10- Single Family Residential / West – P2/R10 – Professional District/ R10- Single Family Residential

2010 Land Use Plan: Low Density Residential

2030 Growth Vision Plan: Policy 9.2: Local governments should BE CAUTIOUS OF REZONING RESIDENTIALLY ZONED LAND to commercial zoning solely because it adjoins a major highway or street. Proper design and/or buffering has shown that land tracts adjoining major streets can be properly developed for residential use.

Letters Mailed: 60 Transportation: Cliffdale Road is a Major Thoroughfare. It has an average daily traffic count of 30,000 vehicles.

R10 – Primarily a single-family residential district with smaller lot areas required but including occasional two-family and multifamily structures on larger lots.

C1P- Identical to the C1 local business district except that plans as required by the subdivision chapter must be submitted to the planning agency for approval prior to development; and, mixed residential- use is permitted with special limitations.

CZ Conditional Zoning - This district is designed for the development and use of the property subject to predetermined ordinance standards and rules imposed as part of the legislative decision creating the district and applying it to the particular property.

ISSUES:

The area surrounding this property is almost completely residential. There is a P2 Professional district that touches one corner of this property and a separate P2 district and a C1P Commercial district just to the east of this property. Both P2 districts are houses that have been converted to office space. The C1P is the site of the old de Lafayette restaurant. All of the other surrounding uses are either single family or multi-family residential.

Conditions of approval offered by the applicant:

- 1. Hours of operation for the Operation Office 7:00am to 8:00pm.
- 2. The district would be conditioned down to only a hotel.
- 3. The hotel would be limited to 50 rooms.
- 4. Conditioned to the features and locations as shown on the attached site plan.
- 5. Shielded lighting to prevent light trespass.
- 6. Increase buffering in areas adjacent to residential development (as shown on revised site plan).

Zoning Commission and Staff recommend Denial of the rezoning based on:

1. The 2010 Land Use Plan calls for Low Density Residential for this property, and the 2030 Vision plan supports retaining the residential character;

2. This property and most of its surrounding properties are already zoned and developed for low to moderate density residential uses.

3. Those few properties not zoned for low density residential are residential in form and used residentially or for small business use within the residential structure.

4. Although the C1P commercial district is being conditioned down to a singular use, it is staff's opinion that a hotel is not an appropriate use for this part of Cliffdale Road; it would introduce an entirely different pattern of development with negative impacts on the neighborhood immediately behind it.

OPTIONS:

1. Deny the rezoning of this property (recommendation);

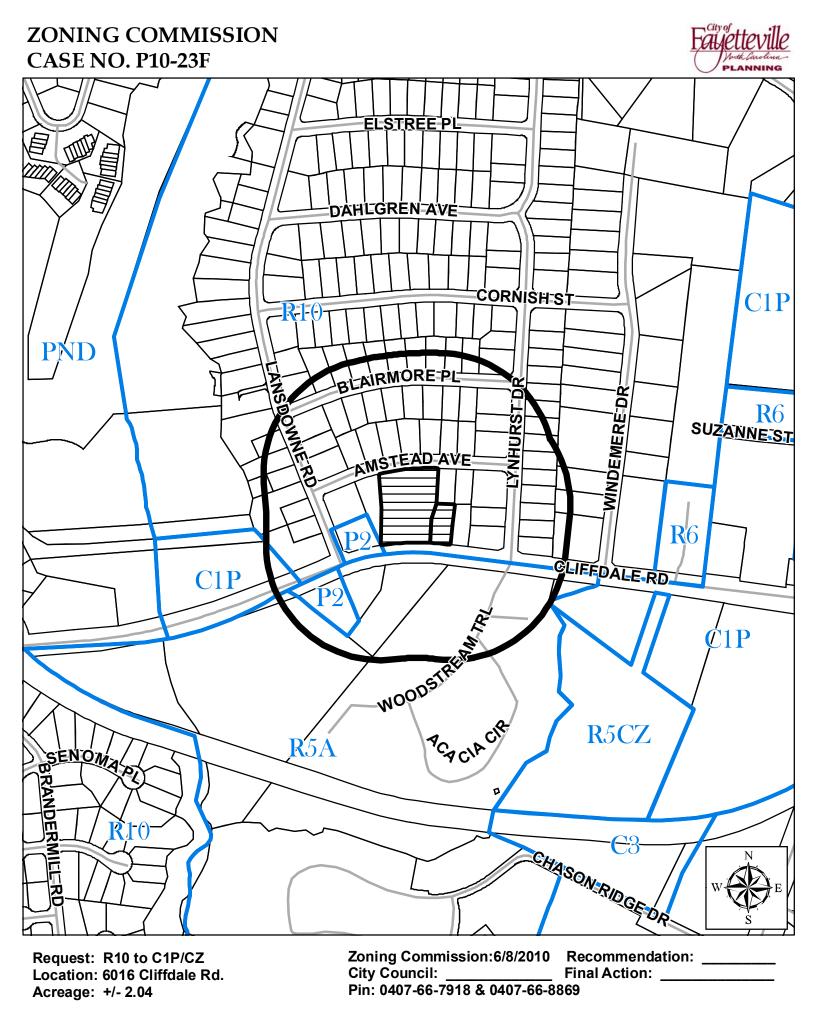
2. Zone the property to C1P/CZ Commercial Conditional Zoning District with conditions [must be accepted by the applicant].

RECOMMENDED ACTION:

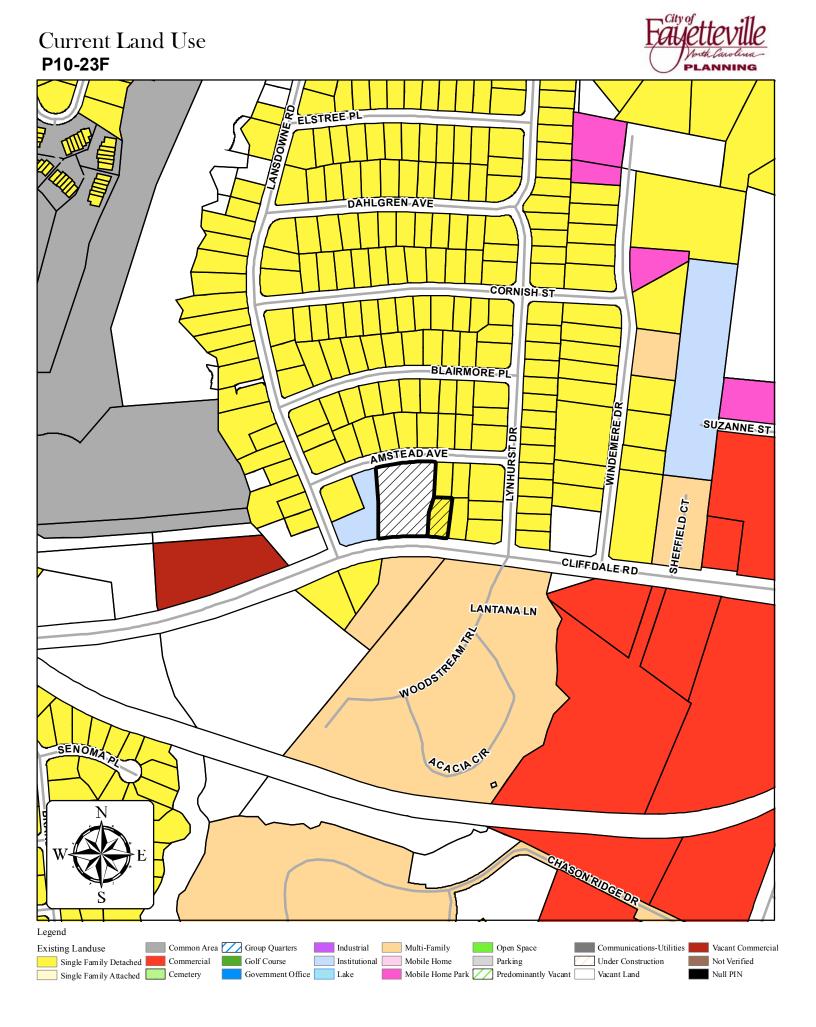
Zoning Commission and Staff recommend that the City Council move to DENY the rezoning from R10 Residential Districts to C1P/CZ Commercial Conditional Zoning District based on the reasons provided above (in issues).

ATTACHMENTS:

Zoning Map Current Landuse 2010 Plan Ortho Photo Site Plan - Revised Community Meeting Report Zoning Commission Minutes

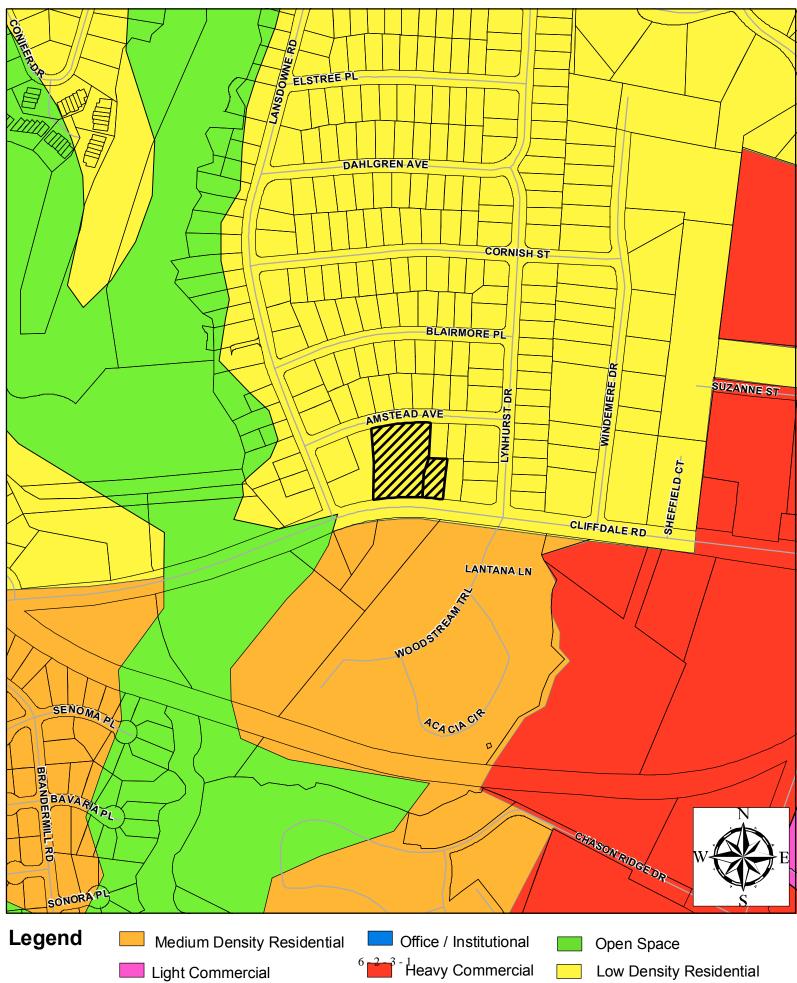


Letters are being sent to all property owners within the circle, the subject property is shown in the hatched pattern.



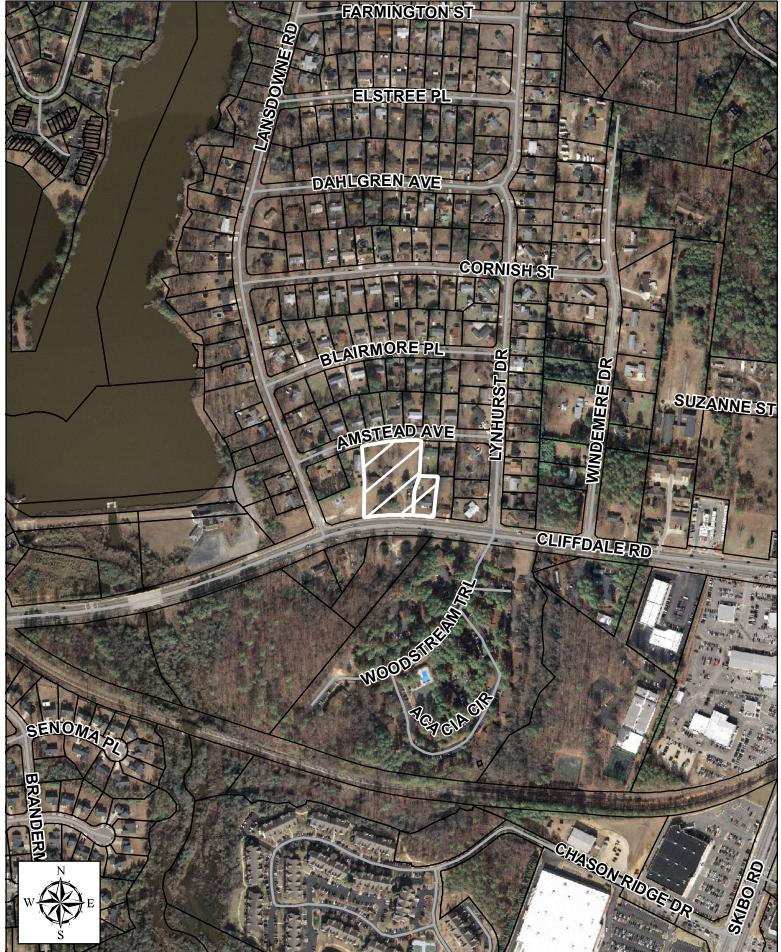
2010 Land Use Plan Case No. P10-23F

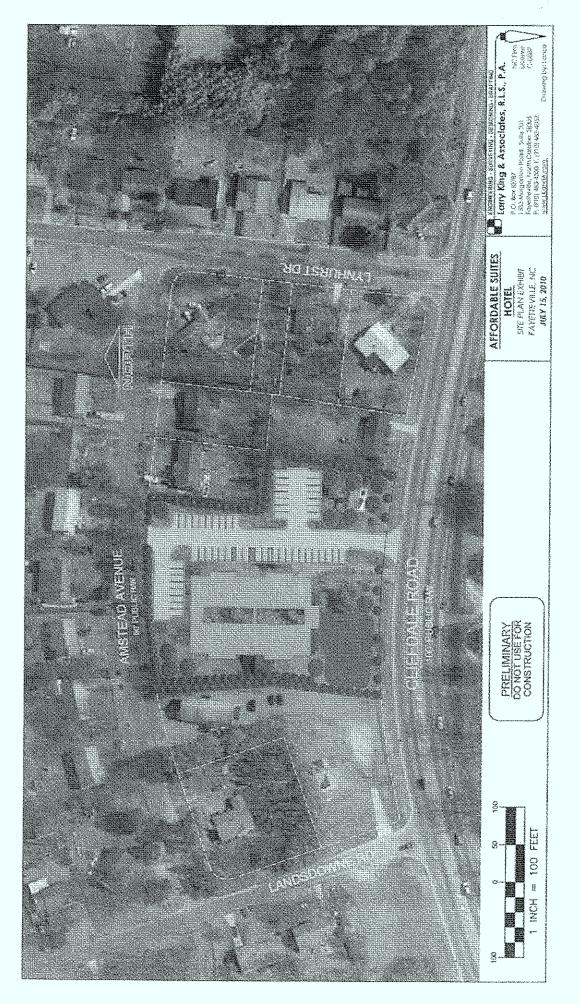




ZONING COMMISSION CASE NO. P10-23F

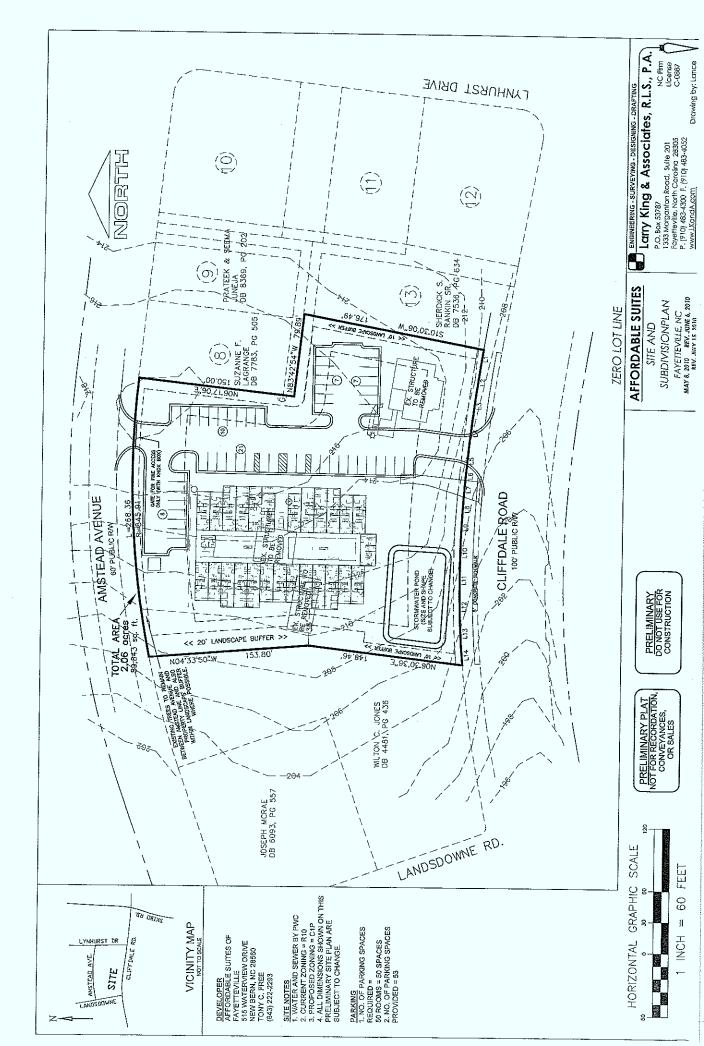






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Report of Neighborhood Meeting Rezoning Case P10-23F June 3, 2010, 5:30 – 6:30 p.m.

In Attendance:	
City Staff	Karen Hilton and Craig Harmon
Petitioner	Tony Free, Chris Rutherford, Nina Donnelly, Ranny Nimmocks,
	Lance King and Lori Epler
Neighborhood	Wendy Ross, Mr. and Mrs. James Clifton, Glenn Borg, Darrell
	Reed, Wendy Ross, Jocelyn Moore (?) (who came in at 6:35) and
	another gentleman who was in and out quite a bit.

Mr. Harmon opened the meeting stating the purpose for the meeting and his purpose in being there.

Mr. Free described the project, to include: his company history, number and location of other sites they own and operate, the building being built (with renderings) and a brief description of the kind of customer they typically cater to, (adult professionals). It was also stated that because this is a conditional zoning, the site plan the is approved will be what is built, per the ordinance. He then opened the floor for questions.

All individuals spoke during the course of the meeting and for the most part, were cordial. At the onset, residents voiced their dissatisfaction with a commercial use next to their neighborhood, but conceeded they realized the current owner's desire to sell. The following is a brief summery of the conversations. (This is a summery of conversations heard, there were several going on at the same time.)

- Question Traffic During certain hours, traffic on Cliffdale is bad. Residents asked if this project included a signal. Another resident indicated there is a family with autistic children in the neighborhood and was concerned about their ability to safely ride bikes/play outside. A resident stated many people in their neighborhood go out a back street to Wendemere Drive to more easily enter Cliffdale Road. Response - Mr. Free stated the entrance and exit is located on Cliffdale Road and will not take the non-residential traffic into the neighborhood, (the drive shown on Amstead is for emergency access only, will be gated and equipped with a Knox box). Traffic projections for this project do not warrant a signal and one is not planned.
- Discussion continued for some time regarding existing traffic conditions.
- Question What kind of buffers will there be and where? Is it possible to keep the trees on the edge of Amstead Drive?
 Response Buffers will comply with the ordinance. A 6' solid fence will be installed on both the east and west side of the property and a 10' landscape buffer will be installed or the existing trees used. Mr. Free agreed the trees along Amsted are mature and appear healthy. He will leave the trees on the edge of that street with the exception of the ones where the emergency drive is planned. To insure the privacy of the neighborhood, he

also agreed to fence his site along Amstead (with the exception of the emergency drive) if the neighbors would like him to. (This change is now part of the site plan.)

- Discussion following the response was positive. One resident stated the additional fencing satisfied his concerns with this project.
- 3. **Question** Loiterers, Crime and Rodents Concerns were shared by nearly all present with the existing problem of vagrants in the outbuildings on the property. Rodents are common around this area and suspected to be from the outbuildings. A possible increase in crime and late night noise is a concern.

Response – Mr. Free revealed the office hours of operation and stated there is a resident manager on the property at all times. At their other locations, they have zero tolerance for loitering, vandalism, loud patrons or disturbances. He indicated his managers are experienced and do not hesitate to ask offensive guests to vacate the premises. A large number of their other facilities are in neighborhood settings much like this one. They have found there is harmony between the single family homes and his projects, mostly because of the rules they enforce and the fact that there are no out door amenities, such as a pool. It was also stated that the room entrances are from an interior courtyard. Patrons will only be seen when coming and going to or from vehicles. With regards to rodents, the dumpsters will be fenced and will be emptied on a regular basis. Mr. Free also stated the premises will be under contract with a pest control company and that is part of the contracted service.

- Some of the residents agreed it would be an improvement to be rid of the outbuildings that serve as a place for unwelcomed guests to hide on the property.
- 4. Question Wildlife Two residents spoke of watching Red Cock-Headed Woodpeckers from their yard on a regular basis. (These residents live 3 blocks from the project.) Response Mr. Free stated that nothing in his research had determined this to be nesting area for the endangered birds. If the environmental reports show otherwise, he obviously will comply with whatever regulations exist regarding the species and protection of them.
- 5. **Question** Stormwater Questions were asked about the threat of drainage problems to the neighbors.

Response - Lance King with Larry King & Associates, R.L.S., P.A. (engineers and surveyors) addressed the stormwater question stating the low point on this site is the southwestern corner at Cliffdale Road and that was the best location for the stormwater pond as is shown on the plans. For that reason, there would be no increase in stormwater in the neighborhood.

6. **Question** – What would the daily rates be?

Response – Because the anticipated majority of the rooms will be leased by government affiliated entities, the contract rate will be in the range of \$70.00 - \$75.00 per night. The target patron of this establishment will be professionals in town for several days if not weeks, affiliated with Fort Bragg, and in need of apartment style but short term quarters. It is a desire to accommodate these individuals and others like them that we anticipate with the BRAC movement.

• Conversation ensued regarding Fort Bragg, BRAC and what it would bring to Fayetteville. One resident became somewhat flustered that this was something brought

on by BRAC and it is an attempt to accommodate the needs of the military. Put nicely, he is not supportive of Fort Bragg or the military here in Fayetteville. He would prefer they close our military base and relocate it elsewhere. This sentiment was not unanimous with all present.

- Question Property Values How would this affect the property values of the area. Response – Mr. Free stated that properties along Cliffdale Road may see a rise in value because they front a major thoroughfare and this project would extend the commercial use but properties behind may or may not be affected. Obviously, he did not venture to guess at this time.
- Conversation regarding property values were varied. Some residents would not mind an increase in values while others didn't want to see higher tax assessments.

At the conclusion of the meeting, residents were somewhat satisfied with the information they had received. They were enlightened in that they did not realize before that the property as currently zoned, could be developed as apartments or condominiums, which they would not welcome either. The consensus was that they would much rather see the property used for houses, but there were much worse things that could go there than the proposed development. Some of the residents spoke with Mr. Free and expressed that they would not oppose the development at the public hearing and wished him well with the project. The meeting was concluded at approximately 6:40 p.m.

Dear Resident:

My name is Tony Free and I build specialty residential projects such as assisted living facilities, nursing homes and extended stay facilities. My projects are "specialty" because they are targeted at a then slice of the population, such as the elderly or professionals working in the energy business or as is the case in Fayetteville, government and military personnel. Because of this targeted approach to business development, my projects tend to be smaller than typical development that you may be used to seeing in the past. Phyllis K. Hemingway owns approximately 2.02 acres at 6016 Cliffdale Rd between Lynhurst Rd and Lansdowne Rd that we desire to rezone for an extended stay hotel catering to military personnel requiring temporary quarters. As referenced by the attached rendering, our proposed building is residential in nature and we think will complement the neighborhood. Our facility is a small, quaint, boutique extended stay hotel ideally suited to a quiet location such as Cliffdale Rd. The project does not have a pool or restaurant and the public amenities are mostly located within an enclosed courtyard within the building outside of the view from the surrounding roadways. The current zoning is R5 residential district. Our request is for C1P Conditional Use Zoning which will allow only our intended use. Furthermore, the Conditional Use Zoning will have restrictions on its ingress and egress, building location and size and even landscaping. The conditional R5 zoning does not. A site plan of the project will be available at the community meeting discussed below.

We have chosen to pursue the C1P conditional zoning method for the following reasons:

1. It limits our development to one extended stay hotel which is less than 1/2 the normal size of an extended stay hotel in keeping with our philosophy that bigger is not better;

2. And while extended stay hotels generate very little traffic, limiting the size of the facility to 50 units will further mitigate the traffic congestion;

3. We have a specific storm water plan to handle the drainage while R6 zoning does not require a specific plan at this point in the development phase;

4. We will provide a landscape buffer and fence along the property line where it abuts single-family housing;

5. We want to be good neighbors and feel the conditional zoning method provides the best way to develop the property in consideration to the surrounding property owners and residents.

The conditional zoning process provides an informal meeting for the neighborhood to discuss the project and ask the city planning staff or me any questions regarding my request. The neighborhood meeting will take place on June 3rd at 5:30 PM in the Lafayette Room on the first floor of City Hall at 433 Hay Street. The city planning staff and myself will be present at the meeting to address your questions. From there, the process includes a public hearing by the Fayetteville Zoning Commission on June 8th at 7:00 PM. The city planning department will be sending you a letter on that meeting later this month.

I look forward to seeing you on Thursday, and if you have any questions prior to the meeting, please feel free to call me at (843) 222-2293 or email me at tonycfree@gmail.com.

Sincerely,

MINUTES CITY OF FAYETTEVILLE ZONING COMMISSION CITY COUNCIL CHAMBER 1ST FLOOR, CITY HALL JUNE 8, 2010 @ 7:00 P.M.

MEMBERS PRESENT

Pete Paoni Richard West John Crawley Lockett Tally Marshall Isler Steve Mannell **MEMBERS ABSENT** Martin J. Hendrix

OTHERS PRESENT Karen Hilton, Planning Manager

Craig Harmon, Planner Janet Smith, Asst. City Atty David Steinmetz, Inspections Chadwick Mitchell, Planning Intern

The meeting was called to order at 7:00pm.

I. APPROVAL OF AGENDA

Mr. West made a motion to approve the agenda for June 8, 2010. Mr. Crawley seconded the motion. A vote was taken and passed unanimously.

II. APPROVAL OF THE MINUTES FROM THE May 11, 2010 MEETING

Mr. Crawley made a motion to approve the minutes from the May 11, 2010 meeting. The motion was seconded by Mr. Tally. A vote was taken and passed unanimously.

III. PUBLIC HEARINGS

Mr. Paoni explained the Commission members' job was to conduct public hearings, listening carefully to the testimony from both sides to make recommendations that would be forwarded to City Council for final action. Each side will be given fifteen (15) minutes, collectively, to speak and must be signed up prior to the meeting. Request for Special Use Permits are quasi-judicial and speakers must be sworn in before speaking. Any aggrieved party has ten (10) days from today's meeting to file an appeal with the City Clerk's Office, located on the second floor of City Hall

D. Case No. P10-23F. The rezoning from R10 Residential to C1P/CZ Commercial Conditional Zoning District for property located at 6016 Cliffdale Road. Containing 2.04 acres more or less and being the property of Phyllis K. Hemingway.

Mr. Harmon presented the case. He gave an overview of the case. Mr. Harmon explained the current land use for the property and the surrounding areas. He stated that the 2010 land use plan called for low density residential. Mr. Harmon showed pictures to explain current land use of the property.

Mr. Harmon explained that the area surrounding this property is almost completely residential. He stated that there is a P2 Professional district that touches one corner of this property and a separate P2 district and a C1P Commercial district just to the east of this property. Mr. Harmon said that both P2 districts are houses that have been converted to office space and that the C1P is the site of the old de Lafayette restaurant. Mr. Harmon stated that all of the other surrounding uses are either single family or multifamily residential.

Mr. Harmon explained that the conditions of approval offered by the applicant were:1. Hours of operation for the Operation Office 7:00am to 8:00pm.

- 2. The district would be conditioned down to only a hotel.
- 3. The hotel would be limited to 50 rooms.
- 4. Conditioned to the features and locations as shown on the attached site plan.

He stated that if the request were to be recommended for approval, additional conditions were suggested by staff to improve the compatibility with the surrounding residential development and the public:

- 1. Shielded lighting to prevent light trespass.
- 2. Increase buffering in areas adjacent to residential development.

Mr. Harmon stated that staff recommends Denial of the rezoning based on the following reasons.: 1. The 2010 Land Use Plan calls for Low Density Residential for this property; it and most of its surrounding properties are already zoned and developed for Residential uses.

2. Although the C1P commercial district is being conditioned down to a singular use, it is staff's opinion that a hotel is not an appropriate use for this part of Cliffdale Road.

The public hearing was opened.

Mr. Thomas Neville appeared in favor of the request. He indicated that the pattern of land uses nearby along Cliffdale Road and the volume of traffic on Cliffdale supported the change from low density residential to commercial.

Mr. Tony Free appeared in favor of the request. He described the intent to market the rooms for extended stay (typically from one to several weeks). In this location, he would expect the patrons to be 1-2 people in town for business or in the midst of relocation, middle to upper income, and few or no children. Entrances to all rooms would be from an interior door. Along Amstead, adjacent to the neighborhood, would be a row of trees with the fence inside the landscaping.

Ms. Amy Cannon appeared in favor of the request.

Ms. Joy Johnson appeared in favor of the request.

Mr. Fred Johnson appeared in favor of the request.

Mr. Darrell E. Reed appeared in opposition of the request. He asked if the environmental impact had been considered, because the red-cockaded woodpecker is in the immediate area and this site has some large long-leaf pine trees on it.

Ms. Suzanne LaGrange appeared in opposition of the request.

Ms. Jocelyn Moore appeared in opposition of the request.

The public hearing was closed.

Mr. Crawley made a motion to approve the request to rezone parcel to C1P. Mr. Isler seconded the motion. A vote was taken and failed with a 2 to 3 vote with West, Paoni, and Talley voting against.

CITY COUNCIL ACTION MEMO

- TO: Mayor and Members of City Council
- FROM: Janet Smith, Assistant City Attorney
- **DATE:** July 26, 2010
- RE: Case No. P09-39F. Special Use Permit. To Allow the Location of a Wireless Telecommunications Tower on the Property Located at 2610 Dundle Road Containing 0.584 Acres. L.J. Bruton Living Trust Owner.

THE QUESTION:

Whether to approve a Special Use Permit for a telecommunications tower.

RELATIONSHIP TO STRATEGIC PLAN:

Strong Local Economy/Livable Communities

BACKGROUND:

Owner: L.J. Bruton Living Trust (c/o Janet Wing, Trustee) Applicant: Thomas H. Johnson Requested Action: Special Use Permit - Telecommunications Tower Property Address: 2610 Dundle Road City Council District: 6 (Crisp) Size: 0.54 acres +/-Existing Land Use: Mobile Home Parks & Vacant Adjoining Land Use & Zoning: North - R6 Residential & AR Residential / South - R10 Residential / East - R6 Residential & AR Residential / West - R15 Residential & AR Residential 2010 Land Use Plan: Low-Density Residential Letters Mailed: 83

ISSUES:

At a public hearing on December 14, 2009, the City Council voted 5 to 5 to approve this application for a Special Use Permit for a Wireless Telecommunications Tower. Because it was a tie vote, the motion did not pass, thereby denying the application. American Tower, Inc., appealed the decision to Superior Court where the matter was heard by The Honorable Richard T. Brown. After reviewing the briefs of the parties, hearing the oral arguments by counsel for the parties, and reviewing the Certified Record, Judge Brown ordered the case remanded back to the City Council to allow it to review and consider the Application and Accompanying Documents in the Council packet as evidence in the record. The Court's order further specified that no additional evidence in opposition to the application will be heard. The Council may only review the Application and Accompanying Documents and ask the applicant and applicant's counsel any questions related to the documents. The record and public hearing are not otherwise reopened. Therefore, no public comment or evidence will be heard.

Recommended conditions for approval:

Prior to issuing a building permit, there must be written confirmation that there is an agreement that one or more wireless telecommunications providers will use the tower once built and the Special Use Permit becomes null and void if a building permit is not issued after two years from the date of approval of the request. Please see attached Code [30-107 (17)] for specific details on the approval of Communication Towers.

OPTIONS:

- 1. Approve the Special Use Permit based on the findings that such use shall fit in with the character of the area in which such use is to be located and such use is not detrimental to the surrounding neighborhood and with conditions as required under Section 30-10717).
- 2. Approve the Special Use Permit with additional conditions than what is found in Section 30-107(17). In this case those conditions are (1) prior to issuing a building permit, there be written confirmation, acceptable to the City, that there is an agreement that one or more providers will use the tower once built; and (2) the Special Use Permit becomes null and void if a building permit is not issued after two years from the date of approval of the request.
- 3. Deny the request based on a finding that such use does not fit in with the character of the area in which such use is to be located and such use is detrimental to the surrounding neighborhood.

RECOMMENDED ACTION:

The Zoning Commission, Appearance Commission and Planning staff recommend that Council move for Approval of the requested Special Use Permit based upon the finding that the request fits with the character of the area in which it is to be located and that it will not be detrimental to the surrounding neighborhood based upon the submitted site plan and documentation and recommended conditions.

ATTACHMENTS:

Application Vicinity Map Zoning Map 2010 Plan Current Landuse Ortho Photo Pictures Site Plan Minutes Communication Tower Code

Deadline Date to Return / 9 2009 Zoning Commission Meeting Today's Date Amount Rec'd \$ 700 2 Rev'd by (k -Case # PO9-39F

APPLICATION FOR SPECIAL USE PERMIT CITY OF FAYETTEVILLE

Upon receipt of this application, the Planning Department will place a legal ad in the paper to advertise this case as a public hearing before the Zoning Commission.

At the public hearing the Zoning Commission will make a recommendation to the City Council concerning the request. The City Council will hear the case and make the final decision. Any Special Use Permit will not be effective until after the City Council's decision.

A notice of the meeting will be mailed to all individuals who own property within 750 feet of the proposed Special Use Permit and a public notification sign will be posed on the site.

THE FOLLOWING ITEMS ARE TO BE SUBMITTED WITH THE COMPLETED APPLICATION:

- 1. A copy of the recorded deed.
- 2. A check made payable to the City of Fayetteville in the amount of \$700.00.
- 3. 20 copies of a site plan showing all existing and proposed structures, setbacks, driveways, parking, screenings, etc.

NOTE:

- 1. The application fee is **nonrefundable**.
- 2. The Planning Staff is available for advice on completing this application.
- 3. The Planning Staff shall review the site plan and application for sufficiency. (If you have any questions, please call (910) 433-1612.
- 4. It is strongly advised that the applicant or someone representing the applicant attend the Zoning Commission and City Council meetings.

REVISED 07/09/08

APPLICATION FOR SPECIAL USE PERMIT CITY OF FAYETTEVILLE

To the Zoning Commission and the City Council of the City of Fayetteville, North Carolina

I (We), the undersigned, do hereby respectfully make application and petition to the City Council to grant a Special Use Permit as required in the Zoning Ordinance. In support of this application, the following facts are shown:

- A. Section and provision of the Zoning Ordinance from which a Special Use Permit is requested: Section 30-102.2 and Section 30-107(17)
- B. The property sought for a Special Use Permit is owned by L.J. Bruton Living Trust as evidenced by deed, recorded in Deed Book 442, Page 262, Cumberland County Registry. (Attach a copy of (all) deed(s) as it appears in the Registry.)

C. Tax Property Identification Number (PIN#) of the property: 9495-26-9866

D. Acreage requested for a Special Use Permit: 548 acres

E. It is proposed that the property will be put to the following use: (Describe proposed use/activity

in detail to include hours and days of operation, number of employees, number of clients, etc.) Wireless telecommunications tower

F. To the best of your knowledge, has an application for a special use permit or rezoning been filed for this property within the previous 5 years? (If yes, please indicate month and year.)

Signature of Applicant

201 Shannon Oaks Eircle, Suite 100

Address of Applicant

 Cary
 NC
 27511

 City
 State
 Zip Code

 Home Phone:
 910-616-3100
 910-616-3100

Work Phone: 919-786-2764

(for additional application forms: www.cityoffayetteville.org then visit the Planning Dept. page)

NEXSEN PRUET

Thomas H. Johnson, Jr. Special Counsel Admitted in NC

October 2, 2009

VIA UPS

Mr. Craig Harmon, AICP, Planner II Planning Department City of Fayetteville 433 Hay Street Fayetteville, NC 28301

> Re: American Tower Corporation Special Use Permit for Telecommunications Tower 2610 Dundle Road, Fayetteville, NC 28301

Dear Mr. Harmon:

Charleston Charlotte Columbia Greensboro Greenville Hilton Head

Myrtle Beach Raleigh

I represent American Tower Corporation in connection with the enclosed Application for a Special Use Permit for a telecommunications tower at 2610 Dundle Road. The owner of the property is the L.T. Bruton Living Trust. Enclosed is an Appointment of Agent signed by the co-trustees of the Trust authorizing us to pursue the special use permit. I am also enclosing the signed Application along with a check for the \$700 fee, a copy of the recorded deed and 20 copies of the site plan/construction drawings. We request that this matter be placed on the agenda for the November 10, 2009 Planning Board meeting.

The tower will be a monopole tower 195 feet in height on a site 125 feet by 125 feet in size with a 20 foot access and utilities easement to Dundle Road. The site is in a wooded area which will be cleared only as necessary to construct the access and . utilities easement and tower site. The site is zoned AR/Agricultural-Residential. The Fayetteville Zoning Ordinance (the "Ordinance") allows towers as a special use in the AR District.

As required by Section 30-107(17), the tower will be located the height of the tower from all property lines. The tower base is enclosed in a chain link fence ten feet in height and the fence is a minimum of ten feet from the base of the tower.

P.O. Box 30188 T 919.786.2764 Raleigh, NC 27622 F 919.788.1104

www.nexsenpruet.com E TJohnson@nexsenpruet.com Nexsen Pruet, PLLC Attorneys and Counselors at Law

NPCHAR1:510206.1-ZON-(TJOHNSON) 038532-00019

Mr. Craig Harmon, AICP, Planner II October 2, 2009 Page 2

Sheet L-1 of the enclosed construction drawings shows the landscape plan in compliance with Section 30-107(17)c. The certification by the applicant that the tower will be constructed and operated in compliance with all federal, state and local laws is enclosed. As evidenced by the enclosed FCC Compliance Assessment, the carriers to be located on the tower will not interfere with the operation of commercial radio, cellular radio, television, telephone or other FCC approved communication equipment. This report also confirms that the power density levels are much less than the federally approved levels and the American National Standards Institute standards.

The only exterior structures will be utility cabinets that typically enclose electrical or telephone equipment. The use will not be detrimental to the surrounding neighborhood as the tower is located in a wooded area. Similar towers are located in residentially zoned areas across the country without any detriment to the surrounding neighborhood. As a result of this site, the immediate area will benefit from better wireless service that is especially important for those whose wireless phone or device is their only telephone access.

Lighting should not be necessary for this tower, but, if required by the FAA, the tower lighting will meet the standards of the Ordinance. The tower as proposed will be galvanized steel in color that will blend in well with the surroundings. There will be no outside storage on the site.

Documentation is enclosed that no suitable structures or facilities exist in the coverage area that are available for collocation. Also enclosed is photo imagery that superimposes the tower on the proposed site. The construction drawings show sufficient capacity for three additional carriers.

The information requested by Section 30-107(17)x. is available on American Tower's web site using the following link:

http://www.americantower.com/sitelocator/default.aspx

This link is to a site locator for all of American Tower's sites in the United States. It shows the available sites in Fayetteville and Cumberland County with details on each site and a contact number for more specific information.

Mr. Craig Harmon, AICP, Planner II October 2, 2009 Page 3

If you have any questions or need any additional information, please do not hesitate to contact me.

Very truly yours,

Thomas H. Joffne Friclosure

NPCHAR1:510206.1-ZON-(TJOHNSON) 038532-00019

Appointment of Agent

The undersigned Janet B. Wing and Robert L. Bruton, Co-Trustees of the L.J. Bruton Living Trust ("Owner") do hereby appoint Nexsen Pruet, PLLC as its exclusive agent for the purpose of petitioning the City of Fayetteville for a special use permit applicable to the property described in the attached petition including, but not limited to, the following:

- 1. To submit a proper petition and the required supplemental materials.
- 2. To appear at public meetings to give representation and commitments on behalf of the Owner.
- 3. To act on the Owner's behalf without limitations with regard to any and all things directly or indirectly connected with or arising out of the application for a special use permit.

This agency agreement shall continue in effect until written notice of revocation by the Owner is delivered to the City of Fayetteville.

This the <u>2944</u> day of September, 2009

Agent's Name, Address & Telephone

Signature of Owner(s)

Nexsen Pruet, PLLC

201 Shannon Oaks Circle, Suite 100

Cary, NC 27511

919-653-7800

L.J. BRUTON LIVING TRUST

BY Janet B. Wing, Co-BY: Robert L. Bruton, Co-Trustee

NPCHAR1:508261.1

442-262

STATE OF NORTH CAROLINA-CUMBERLAND COUNTY.	

THIS DEED, made this ______ 25th ______ March _____, A.D. 194.2., by _____ John D. Bruton

of	Gumberland	9-774 - T74	County and State of	Nort	h Carolina	·	
of th	e first part, to	Sallie Lesli	e Bruton (who	is the w	ife of the	said J _o hn	D. Bruton)
of	Cumberland				Nor		1
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heirs :	and assigns, a certain tra	t or parcel of land in	g the lands of	Land	****	3 ± 0 1 - 2	County, State of

and others, and bounded as follows, viz: _____

Adjoining the Lands of R.C. Lindsay, M.J. Pridgen and others-Lying on the West side of Little Rockfish, and Begins at a stake among oak bushes; and runs thence North 35 East 36 chains and 26 links to a black gum; then South 29 chains to a lightwood stake and two pine pointers; thence South 75 West 18 chains and 60 links to a lightwood stump and pointers; then direct to the beginning, containing 47 acres, more or less, except 1-7/10 acres described as first tract in deed dated February 11, 1938 from J.D. Bruton and wife, Sallie Leslie Bruton, to L.B. Bruton, recorded in the office of the Register of Deeds for Cumberland County, N.C. in Book 400, page 317.

For reference to title see deed dated November 4, 1911 from Albert M. Jernigan and Ina E. Jernigan, his wife, to John D. Bruton, recorded in aforesaid public registry in Book U-No. 7, page 295. -262

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· · ·	John D. Bruton (Seal)
	(Seal)
Attest:	(Seal)
J.OTelly	(Seal)
NORTH CAROLINA-CUMBERLAND COUNTY.	· · · · · · · · · · · · · · · · · · ·
	, Clerk of the Superior Court, hereby certify
	and
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<ul> <li>uzband, touching her voluntary execution of the same, doth state of aid hashand or any other person, and that she doth still voluntar Witness my hand and official seal, thisday</li> <li>NORTH CAROLINA—CUMBERLAND COUNTY.</li> <li>I. J.O. Tallydots</li> <li>John D. Bruton</li> <li>NSWME, personally appeared before me this day and acknowledged to ashand touchingdreg voluntary scenarios of the same dothestate to isknowledged result on the same dothestate of my commission expires.</li> <li>DRTH CAROLINA—CUMBERLAND COUNTY.</li> <li>My commission expires.</li> <li>Dec. 10th.</li> <li>Dec. 10th.</li> <li>Dec. 10th.</li> <li>COUNTY.</li> <li>The foregoing certificate of</li></ul>	that she signed the same freely and voluntarily, without fear or compulsion of her ily assent thereto. Let the instrument, with this certificate, be registered. of

194 2., at __ 101.30.0'clock __ A. M., in Book _____ 442_ of Deeds, on page __

-11

262 , and verified. J. W. Johrson mh Register of Deeds, Comberland County.

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AMERICAN TOWER

City of Fayetteville Planning Department 433 Hay Street Fayetteville, NC 28301

RE: American Tower Site No. 273348 Strickland Bridge 2610 Dundle Road, Fayetteville, NC

Dear Sir or Madam:

American Tower Corporation is submitting an Application for a Special Use Permit to construct a telecommunications tower at 2610 Dundle Road, Fayetteville, NC. In accordance with the requirements set forth in Section 30-107 (17) d. & f. of the City of Fayetteville Zoning Ordinance, the undersigned certifies that the proposed tower will be constructed and operated in accordance with all applicable local, state, and federal laws and ordinances, including, but not limited to, all Federal Communications Commission and Federal Aviation Administration rules and guidelines.

Very truly yours,

Jason Groseclose Project Manager- Tower Development

NPCHAR1:510149.1-ZON-(TJOHNSON) 038532-00019



Nenad Stanisavljevic RF Design Engineer 1130 Situs Court, Suite 100 Raleigh, NC 27606

## DATE: October 2, 2009 SUBJECT: FCC Compliance Assessment for Proposed AT&T Mobility Site 141-181 "Strickland Bridge Road"

AT&T Mobility has been requested to evaluate the radio frequency emissions of our proposed site 141-181 "Strickland Bridge Road". In addition, AT&T Mobility has been requested to address other RF related topics such as transmitter operation and maximum permissible output power levels. The remainder of this report will address all RF related items requested by City of Fayetteville Planning Department for proposed site 141-181 "Strickland Bridge Road".

#### Transmitter Operation

AT&T Mobility owns the B Band PCS license in Cumberland County. The transmitters being used on the proposed site are authorized to operate in the 1950-1965 Megahertz (MHz) frequency range. The Nokia Ultrasite base station transmitters AT&T Mobility utilizes have a maximum output level of 30 Watts. AT&T Mobility utilizes the GSM digital technology. As a result our transmitters utilize Gaussian Minimum Shift Keying (GMSK) modulation. A precision filter limits unwanted and spurious emissions to levels below the FCC specification. The signals being transmitted will not interfere with the operation of commercial radio, cellular radio, television, telephone or other FCC approved communication equipment.

#### Maximum Permissible Output Power

The maximum permissible output power per channel is 1640 Watts of effective radiated power (ERP) from the antennas. The proposed site 141-181 "Strickland Bridge Road" is only transmitting 376 Watts ERP.

#### **RF Exposure (NIER levels)**

The FCC states in 47 CFR 1.1310 that the maximum permissible exposure (MPE) level from nonionizing electromagnetic radiation (NIER) to the general population at cellular and PCS frequencies is 1.0 milliwatt per centimeter squared ( $mW/cm^2$ ). MPE is a measure of the RF power density at or below which there are no potential harmful effects from the exposure.

Power density calculations are based on guidelines given by the ANSI Standard C95.1-1992 and are based on a worst case scenario. For analysis purposes, worst case conditions were chosen for all output power levels. For analysis purposes, twelve transmitters were used. A summary of the results of the power density calculations for site 141-181 "Strickland Bridge Road" is listed below in Table 1.

Distance From Tower (Feet)	Power Density (mW/cm ² )	%FCC Standard
1	0.00335	0.335
25	0.00330	0.3296
50	0.00315	0.3145
75	0.00292	0.2922
100	0.00266	0.2656

Table 1: Power Density Summary for Site 141-181 "Strickland Bridge Road"

As shown in **Table 1**, the maximum power density will not exceed 0.00335 mW/cm² at ground level. Moreover, the average energy expected near ground level is less than 1% of the MPE level. This level does not exceed the MPE limit set by the Federal Communications Commission or the American National Standards Institute.

Based upon the ANSI/FCC standard and the predicted levels of electromagnetic energy emitted by the site 141-181 "Strickland Bridge Road" installation will be of no safety concern to the general public.

If there are any further questions regarding the information provided I can be reached at (919) 802-3225.

Nenad Stanisavljevic RF Design Engineer AT&T Mobility Raleigh Market Tel: 919 802 3225 e-mail: nenad.stanisavljevic@att.com

at&t

City of Fayetteville Planning Department 433 Hay Street Fayetteville, NC 28301

RE: AT&T Tower Site No. 141-181 Strickland Bridge Road 2610 Dundle Road, Fayetteville, NC

Dear Sir or Madam:

In accordance with the requirements set forth in Section 30-107 (17)(s)(2) of the City of Fayetteville Zoning Ordinance, AT&T conducted a thorough search of the area to be served by the proposed tower site at 2610 Dundle Road, Fayetteville, NC ("Proposed Site") for an existing tower, building or other useable structure on which AT&T could locate it antennae. A map of the search ring for the required service area is attached for your reference. AT&T's search did not reveal any existing tower, building or other useable structure within the service area. Therefore, it is necessary for AT&T to build a new tower at the Proposed Site in order to meet its coverage objectives.

Very truly yours,

Nenad Stanisavljevic RF Design Engineer AT&T Mobility RF Design Engineering, Raleigh NC Tel: 919 802 3225 e-mail: <u>nenad.stanisavljevic@att.com</u>

### Site Acquisition Request Form (SARF) for AT&T Mobility Network

Cingular Issue Date:	1/8/2009	
Cingular Site Name:	141P0181/Strickland Bridge Road	
Cingular Project Number:		·
Category:	In-Fill	
FA Location Number:	10116507	· · · ·
County, State:	, NC	
Site Type:	Greenfield	
Due Date for Candidate Sites:	4/30/2008	

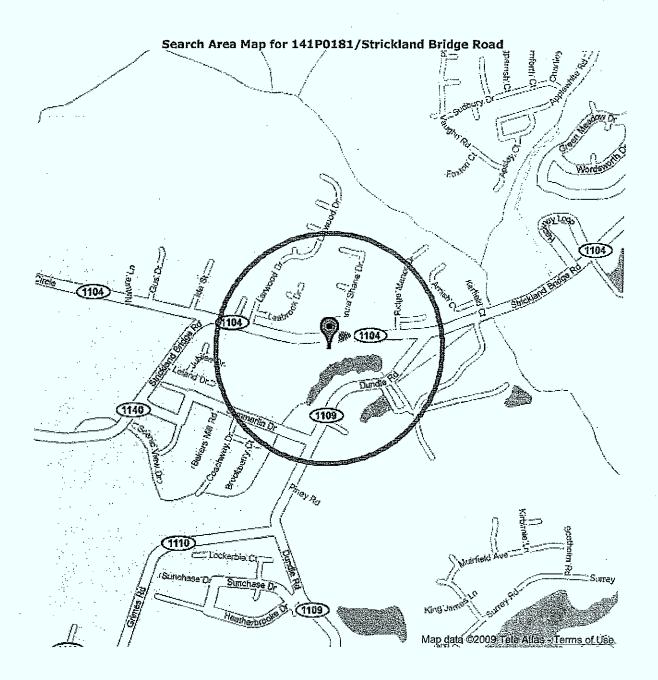
Cell Site Requirements:		<i>.</i> .
Approximate Latitude:	35° 00' 33.12" N	
Approximate Longitude:	79° 01' 26.4" W	
Approximate Ground Elevation:	399 feet AMSL	 
Approximate Antenna Centerline:	199 feet AGL	
Approximate Total Height:	598 feet AMSL	 
Search Area Radius:	0.3 miles	
SARF Azimuths:		

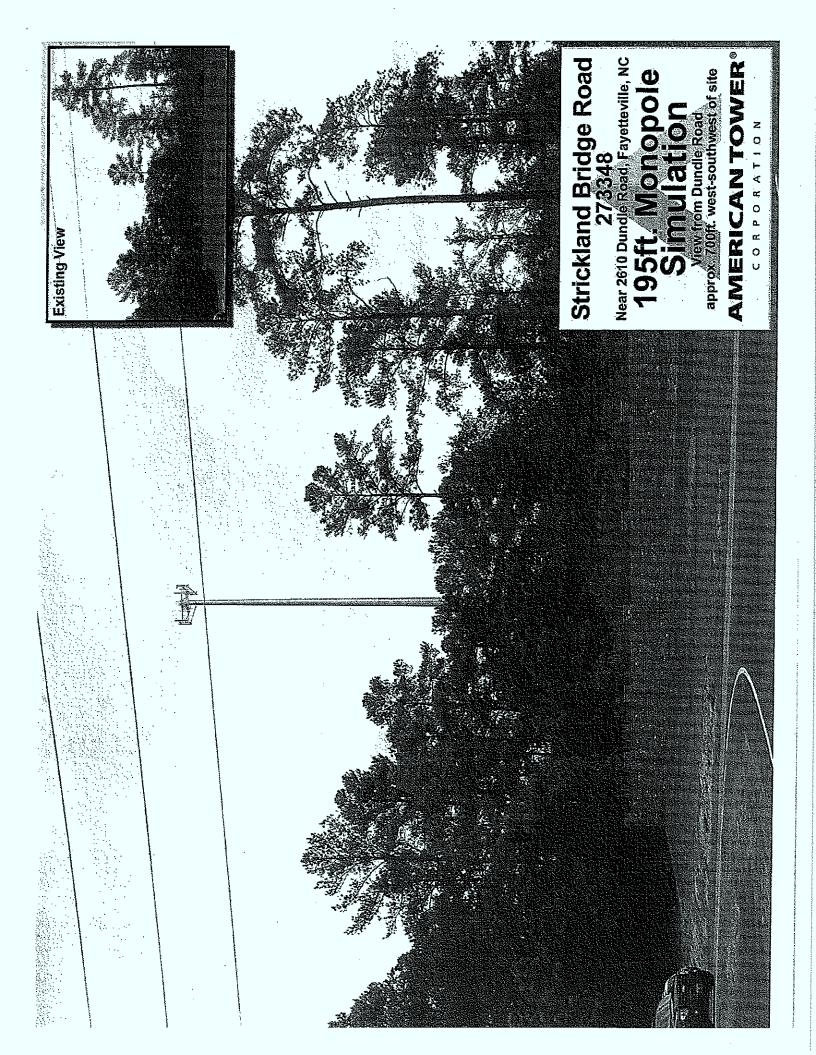
### **Cell Site Objectives/Notes**

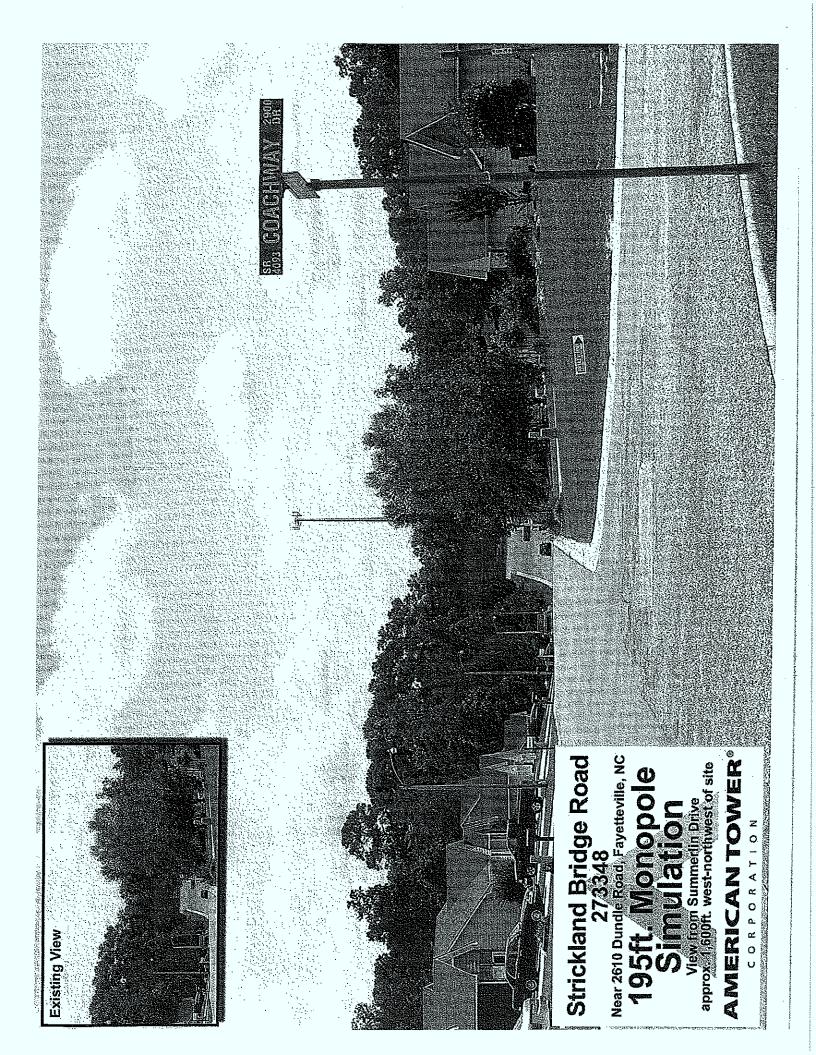
The attached map represents the search area for the new In-Fill cell site, **141P0181/Strickland Bridge Road.** The site objective is: Required to address "coverage hole" in residential areas between Rockfish and Hope Mills in Cumberland county..

Dave LaCava 1/8/2009 RF Planning Engineer

### Attachments: Search Area Map



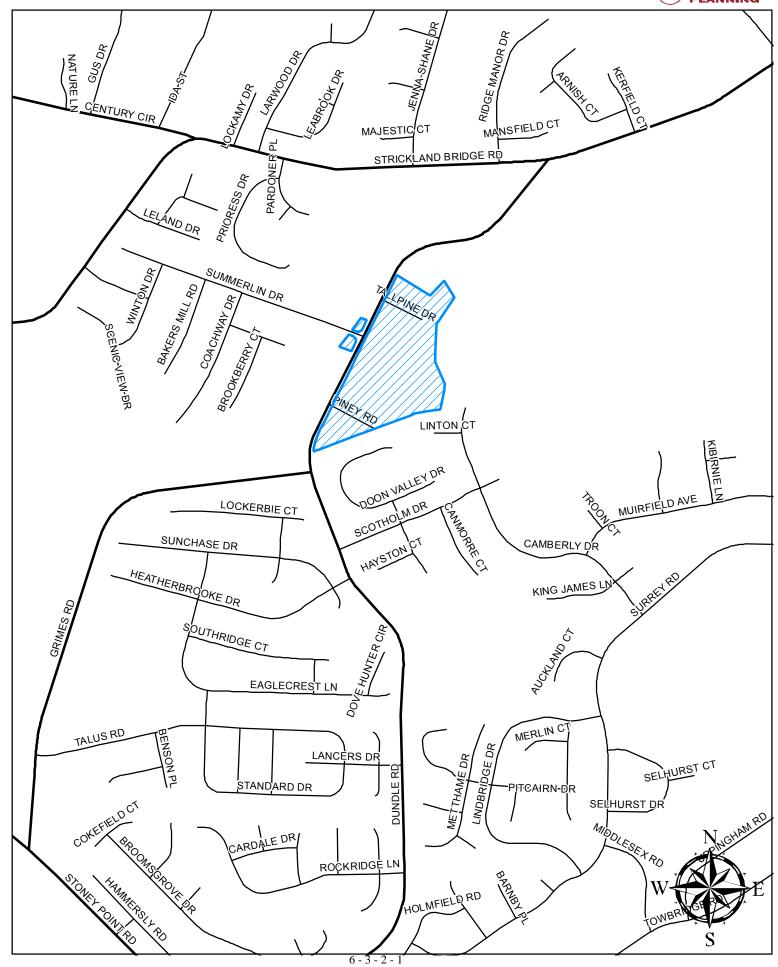






# Zoning Commission - Vicinity Map Case No. P09-39F





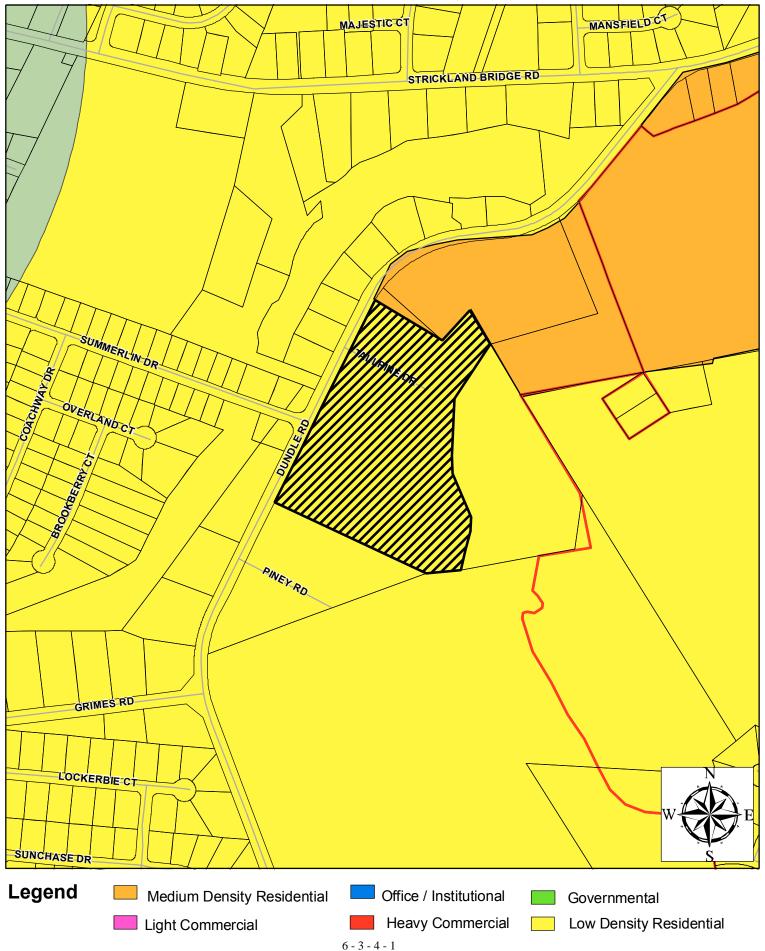
Eayet ZONING COMMISSION **CASE NO. P09-39F** PLANNING **R-1**-5 **R-1/**5 STRICKLAND BRIDGE RD **R10 R**6 SUMMERLINDR HELPINE OR OVERLAND CT 7 ICHINIAN Ś BROOKBERRY Nng COAr PINEY RD cnty GRIMES-RD **R**1 LOCKERBIECT SUNCHASE DR

Request: SUP Cell Tower Location: 2610 Dundle Rd. Acreage: +/- 0.54 Zoning Commission:11/10/2009 Recommendation: _____ City Council: _____ Final Action: _____ Pin: 9495-26-9866

Letters are being sent to all property owners within the circle, the subject property is shown in the hatched pattern.

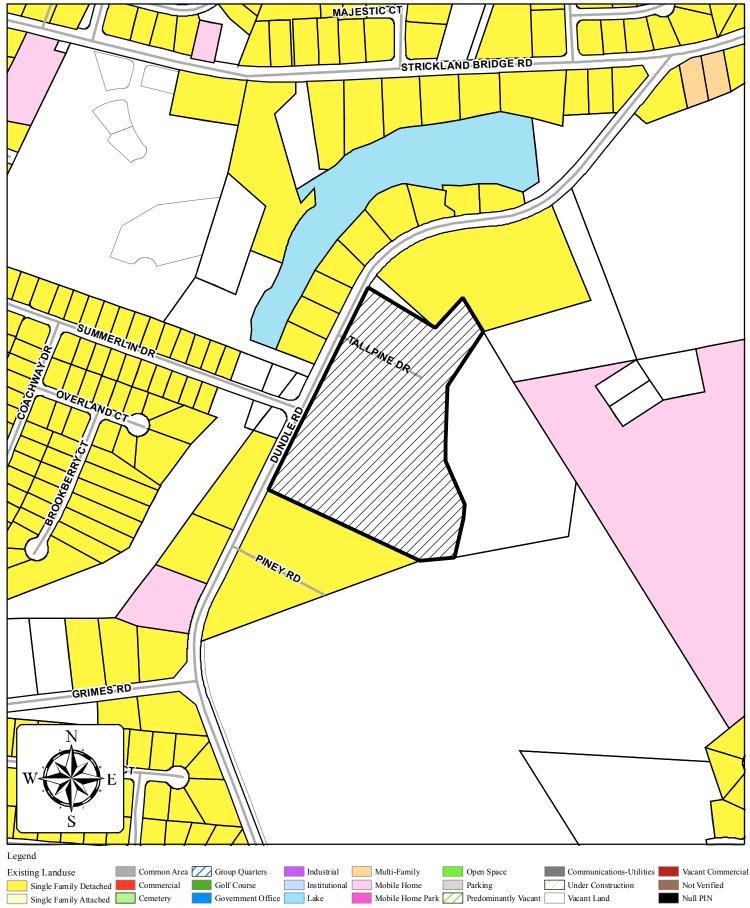
# 2010 Land Use Plan Case No. P09-39F





Current Land Use **P09-39F** 





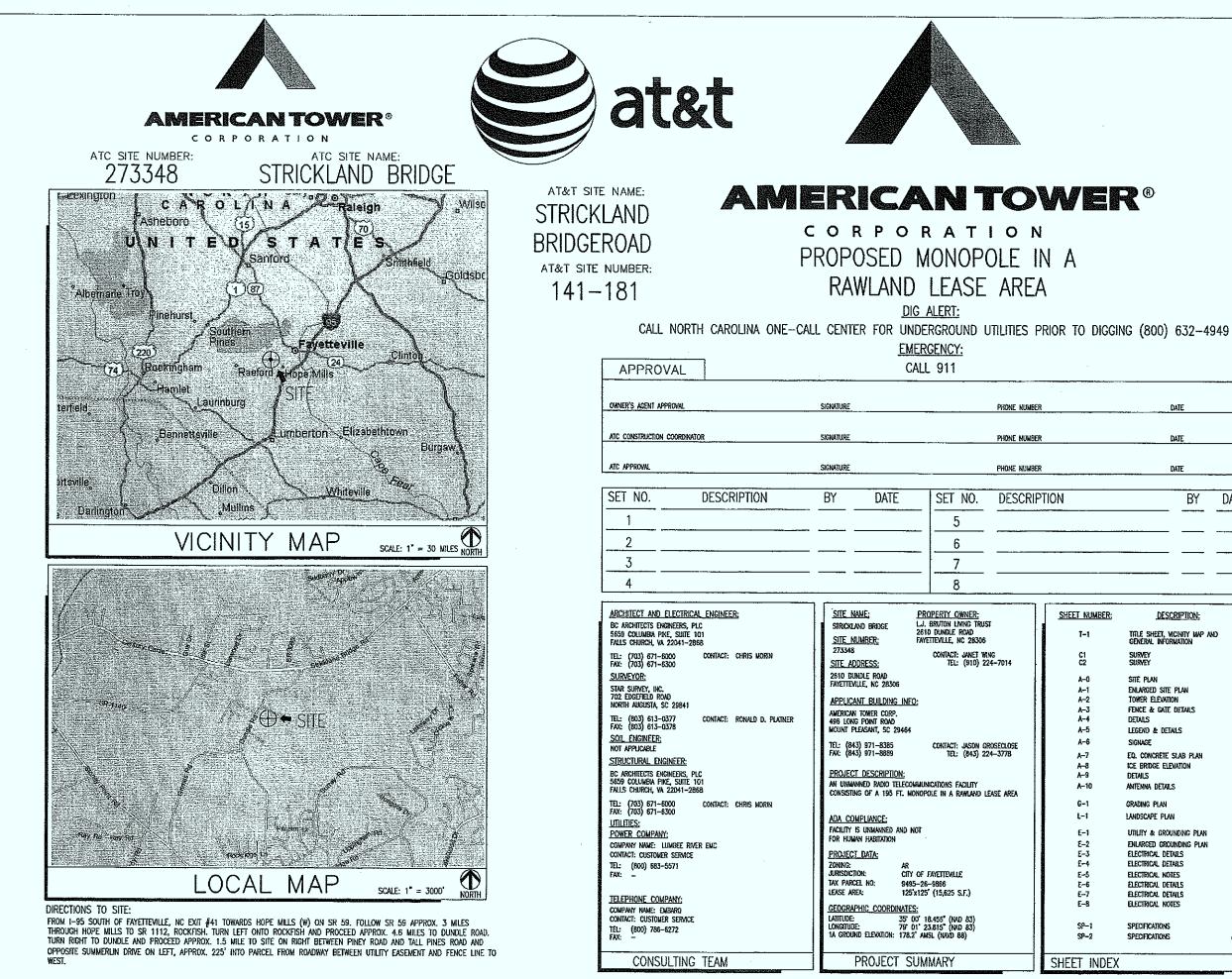
# ZONING COMMISSION CASE NO. P09-39F



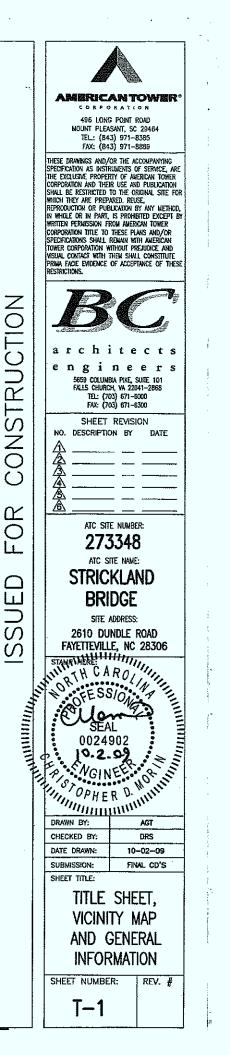


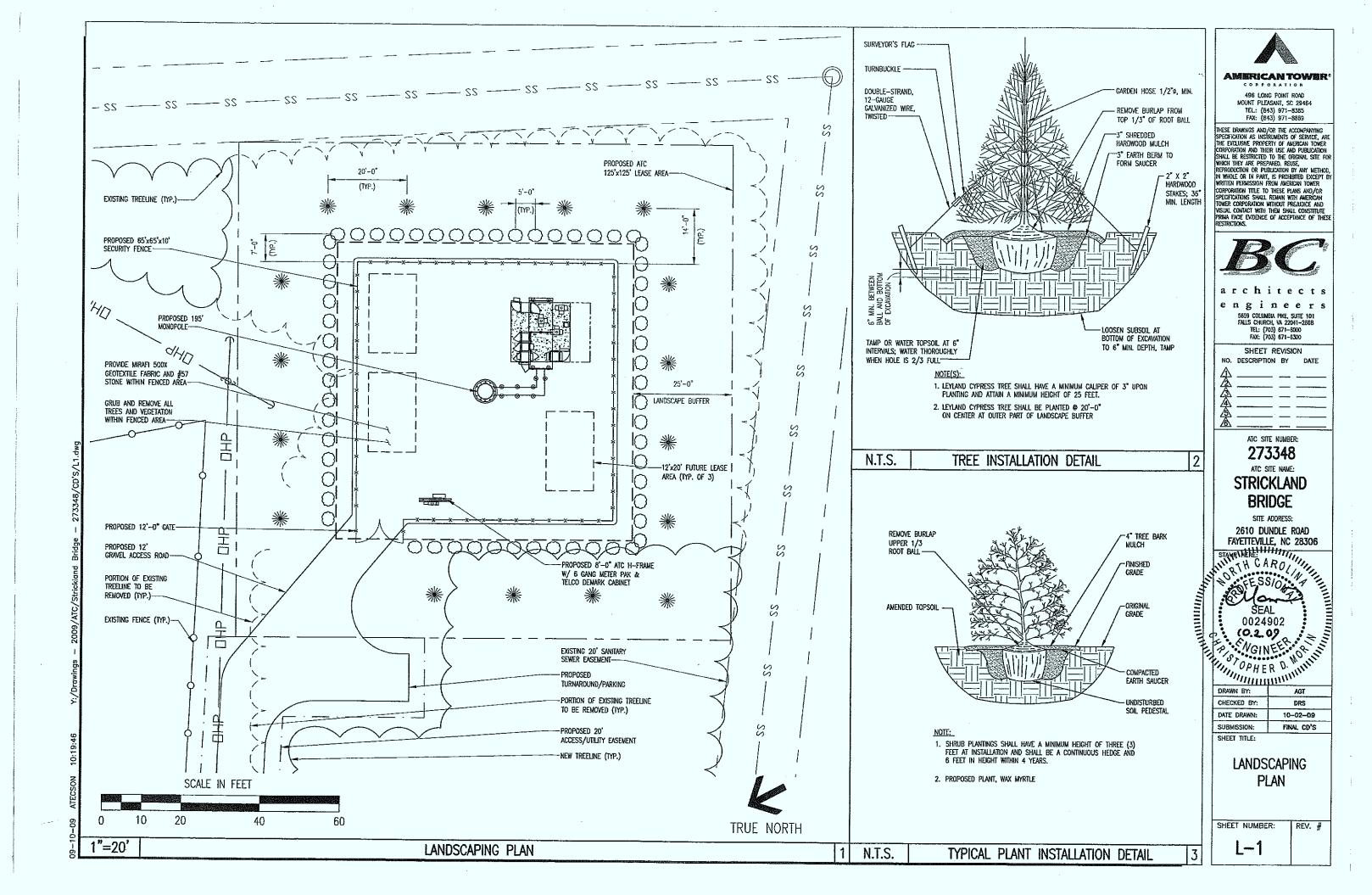


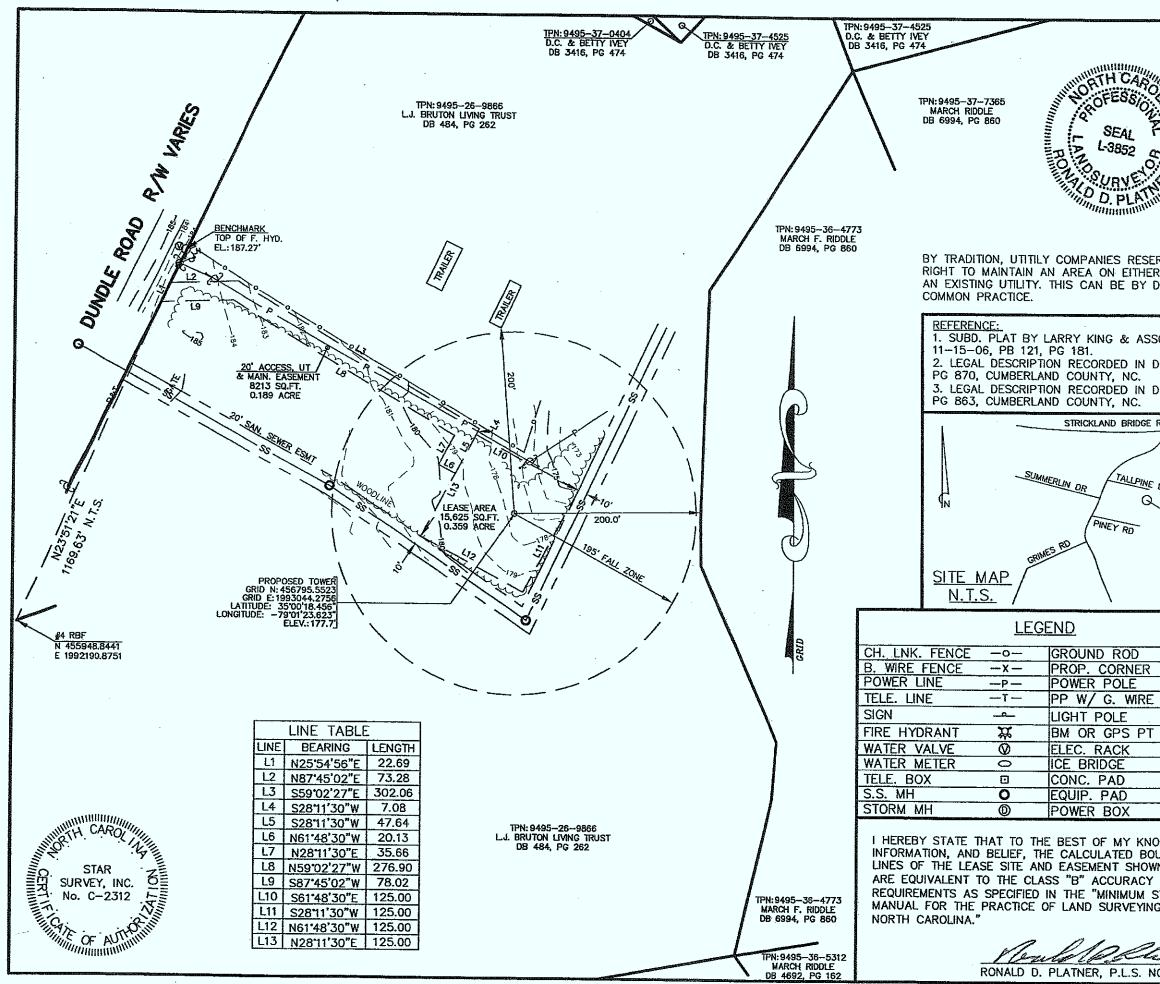
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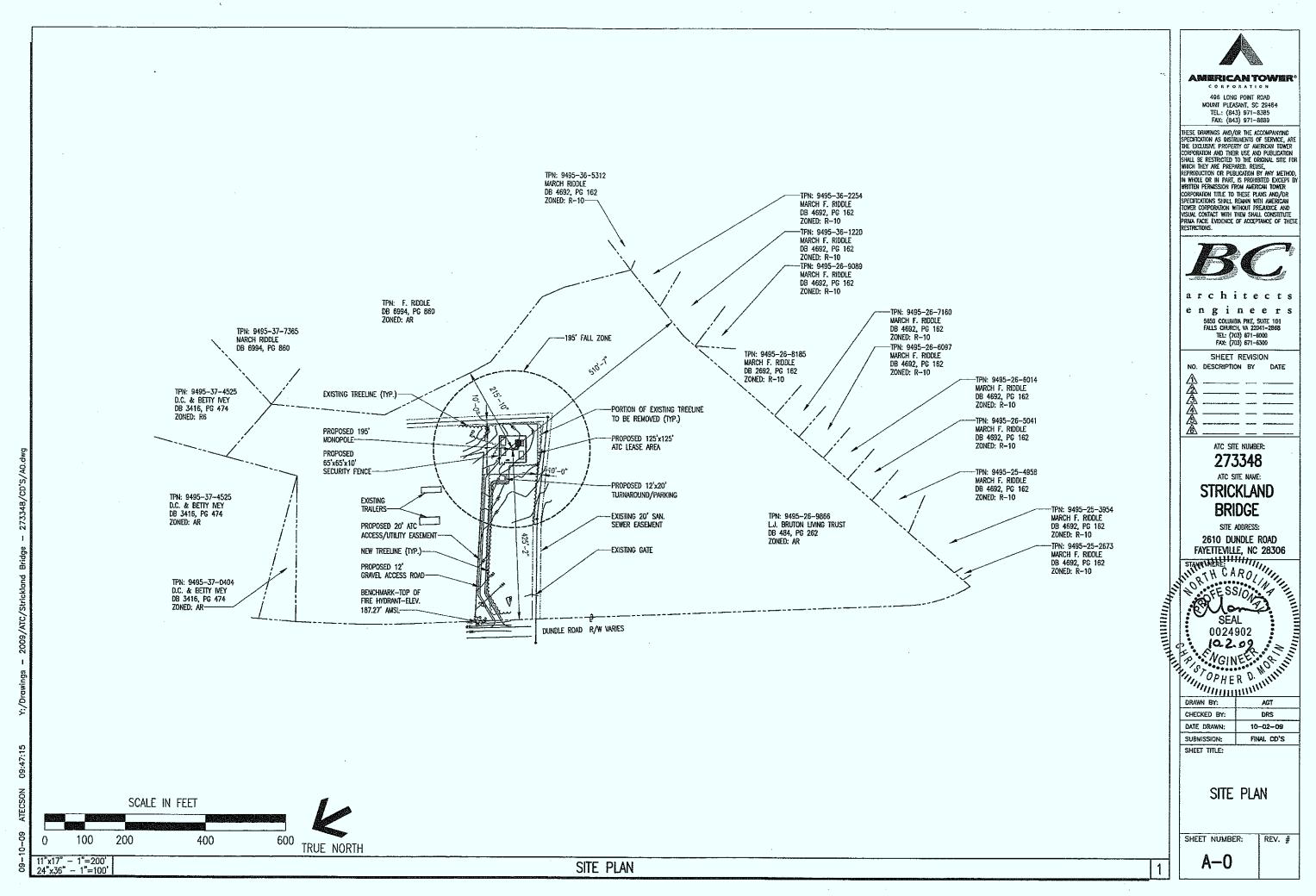
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C1 C2	Survey Survey	
A-0 A-1 A-2 A-3 A-4 A-5 A-6	SITE PLAN ENLARGED SITE PLAN TOWER ELEVATION FENCE & CATE DETAILS DETAILS LEGEND & DETAILS SIGNAGE	
A-7 A-8 A-9 A-10	EQ. CONCRETE SLAB PLAN ICE BREDGE ELEVATION DETAILS ANTENNA DETAILS	
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### MINUTES CITY OF FAYETTEVILLE ZONING COMMISSION CITY COUNCIL CHAMBERS 1ST FLOOR, CITY HALL NOVEMBER 10, 2009- 7:00 P.M.

MEMBERS PRESENT Pete Paoni Richard West

John Crawley

Lockett Tally

Marshall Isler

**MEMBERS ABSENT** 

### **OTHERS PRESENT**

Marsha Bryant, Planner Craig Harmon, Planner Janet Smith, Asst. City Atty David Steinmetz, Inspections Karen Hilton, Intm Plan. Dir.

### III. PUBLIC HEARINGS

B. Case No. P09-39F. Consideration of an application by L.J. Bruton Living Trust for a Special Use Permit to allow for a Wireless Telecommunications Tower for property located at 2610 Dundle Road. Containing 0.584 acres more or less and being the property of L.J. Bruton Living Trust.

Mr. Harmon gave an overview of the case. Mr. Harmon stated that the radius around the tower is just over a half acre. Mr. Harmon explained the current land use for the property and the surrounding areas. Mr. Harmon stated that the proposed location for this tower is in compliance with the city ordinance. He stated that the 2010 land use plan calls for low density residential. He stated that the planning department mailed out 83 letters regards the request. Mr. Harmon showed pictures to explain current land use of the property. Mr. Harmon stated that the property is currently vacant.

Mr. Harmon stated that planning staff does not make recommendations for approval or denial on Special Use Permits because the decisions are based on testimony. He stated that staff recommends that if approval of the request is made a list of possible conditions be added. Mr. Harmon stated that the Appearance Commission looked at the request at their last meeting and stated that they were fine with the landscaping shown on the plans. Mr. Harmon stated that the Appearance Commission had some concern about the fall radius, which is a 195 foot fall zone, for this tower, and the proximity of the location of a trailer close to, but outside the fall radius.

Mr. Harmon explained the proposed location of the tower so that the Commission could better understand the proximity of the trailer parks in relation to the proposed site.

Mr. Isler asked if there was a map available to show where the other towers in the area were located and why service proposed on this tower would or would not be able to collocate. Mr. Harmon stated that the applicant would be able to answer that question during their testimony.

The public hearing was opened.

Mr. Tom Johnson appeared in favor of the request. Mr. Johnson stated that ATT has found a need for a tower in the area. He stated that as more phones are used indoors you need to have a stronger service. He stated that 80% of Americans have cellular phones they take with them and 20% of homes are completely wireless for communication, with no land lines. He stated that Fayetteville has recently gotten ATT's 3G service which is the purpose for the request of this tower.

Mr. Johnson asked that the application be entered into evidence. Mr. Johnson stated that the proposed location is a wooded site and that the proposed fall zone meets all the standard requirements.

Mr. Paoni asked about the range and radius of the tower. Mr. Johnson stated that this area is where it is needed to optimize the coverage service in the area.

Mr. Johnson stated that the plans will meet all federal, state and local rules and ordinances to the site as well as the FAA, FCC and environmental review.

Mr. Johnson stated that the site does not require any lighting. He stated that ATT would rather collocate on an exisiting tower if possible to meet the requirements, but the requirements would not be met by collocating on the other towers in area.

Mr. West asked how many towers ATT may need. Mr. Johnson stated that the need becomes more as the demands increase. Mr. Johnson stated that the Fayetteville ordinance requires a 1500 foot requirement between towers.

Mr. West asked if there was any information about towers that have fallen available. Mr. Johnson stated that the percentage is very low because of all the requirements that the towers have to meet.

Mr. West asked if the owner of the property also owned the property where the trailer parks are located. Mr. Johnson said yes.

Mr. Isler asked if the tower would be able to have other services collocated on it. Mr. Johnson stated yes with the ability to hold four and that they have a tenant and ready to go.

Mr. West asked about the appearance of the tower. Mr. Johnson stated that in a wooded area it would be difficult to decorate.

No one appeared in opposition of the request.

Mr. Johnson stated that they do not disagree with the conditions that the planning staff suggested.

The public hearing was closed.

Mr. Crawley made a motion to approve the request for a Special Use Permit with the following conditions:

- 1. that prior to issuing a building permit, written confirmation that there is an agreement that one or more providers will use the tower once built,
- 2. that the Special Use Permit becomes null and void if a building permit is not issued after two years from the date of approval of the request;
- 3. that the applicant follow the submitted site plan for plantings.

Mr. West seconded the motion. A vote was taken and passed unanimously.

Mr. Harmon stated that the request will go to Fayetteville City Council on December 14, 2009.

Existing Zoning is <u>AR</u>. Special Use Permit Requirements:

30-107(17) Towers upon and after obtaining a special use permit to be issued by the city council upon recommendation of the zoning agency after public hearings as required for amendment to this chapter. Such special use permits shall be issued only after a finding is made that such use shall fit in with the character of the area in which such use is to be located and such use is not detrimental to the surrounding neighborhood, including, but not limited to, subsections (17)a. through y., of this section. All applications for a special use permit shall be accompanied by an appropriate plot plan detailing such pertinent data as may be required by the zoning agency staff and this Code. The city appearance commission shall review and approve the site plan concurrently with the zoning agency prior to city council review. The plot plan and application shall indicate that the following minimum conditions can be met:

a. Setbacks: 1. Residential/professional zoned area: When a tower is constructed and its height is less than 300 feet, it shall be set back from all adjacent property lines a distance equal to the height of the tower. When the tower exceeds 300 feet, it shall be set back, measured from its base, from property/lease lines a distance equal to the height of the tower.

2. Commercial/industrial zoned area: When a tower is constructed and its height is less than 300 feet, it shall be set back, measured from its base, from adjacent property lines a distance equal to one foot for every two feet of height, but never less than 50 feet. When a tower exceeds 300 feet in height, it shall be set back, measured from its base, from property/lease lines a distance equal to one foot for every two feet of height, but never less than 50 feet.

b. That the tower base be enclosed in a chain-link fence with a minimum height of ten feet and such fence be a minimum of ten feet from the base of the tower.

c. That a buffer area 25 feet wide be provided around the perimeter of the tower compound to shield all structures, including guyed wires or anchors. Such buffer area shall be planted with evergreen trees that will attain a minimum height of 25 feet. Such trees shall have a minimum caliper of three inches upon planting. Such trees to be on a maximum 20-foot spacing. The inner fringe of such buffer area shall have an initial height of at least three feet and be planted with an evergreen hedge that will attain a minimum height of six feet. Such hedge shall be opaque in effect and completely shield any object behind it from view.

d. Certification by applicant that the proposed tower will be constructed and operated in accordance with all applicable local, state, and federal laws and ordinances, including, but not limited to, all Federal Communications Commission and Federal Aviation Administration rules and guidelines.

e. Prior to obtaining a building permit, applicant must submit engineering drawings for the tower, sealed by a licensed engineer, which state that the tower will meet all

applicable local, state and federal building codes and structural standards.

f. Radio or television or similar reception for adjoining residentially zoned properties will not be disturbed or diminished.

g. The height of the tower does not exceed 450 feet. Where towers are located on buildings/structures, the height of the tower and building/structure combined shall not exceed 450 feet.

h. The exterior appearance of all building structures located in a residential zoning district look like a residential dwelling including, without limitation, pitched roof and frame or brick veneer construction.

i. Associated building structures located in residential zoning districts may not be used as an employment center for any worker. This provision does not prohibit periodic maintenance, inspection and periodic monitoring of equipment and instruments or renovation of the facility.

j. The use will not be detrimental to the surrounding neighborhood.

k. That no tower outside a tower overlay district, or tower overlay district may be constructed closer than 1,500 feet to any other tower or tower overlay district. No separation is required within a tower overlay district. Concealed towers defined in section 30-62 are exempt from separation requirements.

1. In order to protect the public from unnecessary exposure to electromagnetic radiation, the tower owner shall provide documentation indicating that the power density levels do not exceed federally approved levels or American National Standards Institute standards, whichever provides the stricter requirements.

m. Lighting shall meet or exceed the Federal Aviation Administration standards if lighting is required by the Federal Aviation Administration. To the extent allowed by the Federal Aviation Administration, strobes shall not be used for night time lighting. The lights shall be oriented so as not to project directly onto surrounding residential property, consistent with Federal Aviation Administration requirements. Prior to issuance of a building permit, the applicant shall be required to submit documentation from the Federal Aviation Administration that the lighting is the minimum lighting required by the Federal Aviation Administration.

n. That towers which are not used for a period of six months or more shall be removed by the owner within 90 days of notification to the owner from the department of inspections. To assure the removal of towers which do not meet requirements for use or maintenance, a statement of financial responsibility to the city inspections department shall be submitted for each tower over 75 feet. Removal costs shall be charged to the tower owner. o. The entity/owner seeking approval of the special use permit shall submit every two years a statement signed and sealed by the applicant's engineer and from an outside independent registered and licensed engineer on the sixth year as to the structural soundness of the tower. If a tower is determined not to be structurally sound, the entity receiving approval shall have the burden of any repairs and such repairs must be completed within 60 days.

p. That the applicant show willingness to camouflage the tower with the surrounding area, e.g., paint, incorporation into architectural design/structure, or other means.

q. That no outside storage be allowed on-site.

r. That in the C2, C2P, C2S districts towers are only allowed on buildings/structures and will be subject to approval by the city historic resources commission.

s. In addition to the foregoing, all applications shall provide documentation to show compliance with the following conditions:

1. Identification of the intended users of the tower.

2. Collocation on existing towers is required where available, before additional groundbuild towers can be constructed. The applicant shall provide documentation that no suitable existing structures or facilities within the coverage area are available for collocation. Documentation may include maps, letters from nearby tower owners, or calculations. Facilities include other towers or other buildings or structures.

3. All the requirements of this chapter and chapter 25 must be met.

t. The following shall be exempt from the provisions of this section: Telecommunication facilities are allowed with inspection department approval on existing towers and on other existing buildings or structures whose height exceeds 50 feet; provided that on such other existing buildings or structures the telecommunication facility may not extend above 20 percent of the height of the existing buildings or structure. Towers located within a tower overlay district do not require a special use permit. Towers within a tower overlay district require a site plan review to include items from this subsection (17) to be submitted for staff review prior to obtaining a building permit.

u. Photo imagery to superimpose the facility onto the existing site of the proposed tower site shall be submitted with application and/or site plan.

v. All towers shall be monopole in construction, except TV, radio, or those so designated by city council. Documentation shall be provided by a registered engineer that the tower has sufficient structural integrity to accommodate three times the capacity (carriers) of intended use in order that secondary users could lease the balance of the tower capacity. Applicants cannot be denied space on a tower unless mechanical, structural or regulatory factors prevent sharing, or the applicant refuses to pay a fair market rental as determined by the industry as of the date of the application. In determining the fair market rental, the owner of the tower proposed for collocation shall not be required to take into consideration rent being paid by a current collocator under a

swapping arrangement. The tower shall be galvanized or painted.

w. To reduce the need for additional towers, existing towers may be replaced with a tower that increases its present number of collocators, but shall not exceed 199 feet or 115 percent of the height of the old tower, whichever is less, with site plan approval. Replacement of nonconforming towers shall require only site plan approval if the new tower will be within 100 feet of the tower to be replaced, and meets conditions of this subsection (17).

x. Upon submission of an application for a special use permit, a map, preferably in digital format, shall be supplied to the planning department indicating all existing and proposed tower and collocation sites to include the current and potential number of collocations, number of transmitters/receivers located and collocated on the tower, height of the tower, owner's names and collocator company names.

y. Concealed towers require a special use permit and may be subject to all of the conditions in this subsection (17). Some conditions may not be required for concealed towers at the discretion of city council. C1 - Primarily for the conduct of retail trade in outlying shopping areas with emphasis on daily necessities for the convenience of surrounding residential areas.

### CITY COUNCIL ACTION MEMO

- TO: Mayor and Members of Council
- FROM: Jeffery P. Brown, PE, Engineering & Infrastructure Director
- **DATE:** July 26, 2010
- RE: Consider Adoption of Resolution Authorizing Condemnation to Acquire Right of Way (R/W) for the Ramsey Street Project

### THE QUESTION:

Whether Council is willing to authorize aquisition of the necessary R/W required for the constuction of the safety improvements for Ramsey Street through condemnation pursuant to North Carolina General Statute.

### **RELATIONSHIP TO STRATEGIC PLAN:**

Growing City, Livable Neighborhoods – A Great Place to Live

### BACKGROUND:

- The North Carolina Department of Transportation (NCDOT) made a presentation to Council on May 7, 2007 concerning the need for access management on Ramsey Street through the construction of concrete islands, raised medians, directional crossovers and other channelization.
- Council adopted Resolution No. R2007-22 on May 14, 2007 endorsing the design and construction of safety improvements for Ramsey Street.
- On July 27, 2009, Council approved a Municipal Agreement with NCDOT which made the City responsible for R/W acquistions and utility adjustments necessary to construct the project. At the same meeting Council adopted Capital Project Ordinance 2010-9 in the amount of \$150,000 for the purchase of the R/W and utility adjustments.
- On November, 23, 2009, Council adopted Capital Project Ordinance Admendment 2010-19, which allocated an additional \$200,000 toward the project.
- This project will also include the construction of traffic signals at the intersections of Ramsey Street and Shawcroft Road

### ISSUES:

- City Staff has had difficulty in acquiring the needed R/W for this project. Some property owners have expressed to the the City that they have no intentions of working with the City in acquiring the R/W.
- NCDOT has bid the project and Highland Paving Company (a local contractor) was sent the notification of award letter by NCDOT on June 28, 2010.
- The Municipal Agreement makes the City responsible for acquiring the R/W for the project.
- The project will be delayed if the necessary R/W is not acquired.

### OPTIONS:

- 1. Adopt the resolution authorizing acquistion of the necessary R/W for the project through condemnation in order to prevent construction delays.
- 2. Do not adopt the resolution which will delay the project while alternative options are evaluated.

### **RECOMMENDED ACTION:**

Adopt the resolution authorizing acquistion of the necessary R/W for the project through condemnation in order to prevent construction delays.

### ATTACHMENTS:

Ramsey Street Resolution Ramsey Street Memo Maps DOT Award Letter

Resolution Number 2010_____

## A RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY

*WHEREAS*, the governing body of the City of Fayetteville hereby determines that it is necessary and in the public interest to acquire certain property for the following public purpose:

### RIGHT OF WAY FOR ROAD IMPROVEMENTS, COMMONLY KNOWN AS THE RAMSEY STREET PROJECT

*WHEREAS*, the proper officials or representatives of the City of Fayetteville have been unable to acquire the needed interest in this property by negotiated conveyance.

*NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAYETTEVILLE, THAT:* 

1. The City of Fayetteville shall acquire by condemnation, for the purpose stated above, the property and interest as shown on the attached map sheets;

PARCEL

10	Allan Rinne
11a	HT and RL Buie Heirs
14	Paul Thompson Development
16	Longleaf Villas Homeowners Assn.
17	North View Villas Homeowners Assn.
19	F&R Partnership
22A	Mr. and Mrs. Sanford Rackley
23	Mr. and Mrs. O'Brien
24	Ms. Rackley

2. The City Attorney is directed to institute the necessary proceedings under North Carolina General Statue § 40A-42 to acquire the property herein described.

*ADOPTED* this the 26TH day of July, 2010, by the City Council of the City of Fayetteville, North Carolina.

# CITY OF FAYETTEVILLE

BY: _

ANTHONY G.CHAVONNE, Mayor

ATTEST:

Rita Perry, Deputy City Clerk



## MEMORANDUM

TO:

Jeffery P. Brown, PE, Engineering & Infrastructure Director FROM:

DATE: July 19, 2010

SUBJECT: Ramsey Street Update

The North Carolina Department of Transportation (NCDOT) made a presentation to Council on May 7, 2007 concerning the need for access management on Ramsey Street through the construction of concrete islands, raised medians, directional crossovers and other channelization. Council adopted Resolution No. R2007-22 on May 14, 2007, endorsing the design and construction of safety improvements for Ramsey Street. On July 27, 2009, City Council approved the Municipal Agreement between the North Carolina Department of Transportation (NCDOT) and the City of Fayetteville, in which per the agreement, the City is responsible for R/W acquisitions and utility adjustments necessary to construct the project. At the same meeting, Council adopted Capital Project Ordinance 2010-9 in the amount of \$150,000 for the project. The project consists of constructing raised median islands with directional crossovers from Law Road to Farmers Road. This project will also include the construction of traffic signals at the intersections of Ramsey Street and Shawcroft Road along with Ramsey Street and Treetop Drive.

On November 23, 2009 Council adopted Capital Project Ordinance Amendment 2010-19, which allocated an additional \$200,000 toward the project. At the time the initial Capital Project Ordinance was adopted in July, it was my understanding that the City would not have to reimburse PWC for the cost of relocating their utilities; however this was not the case and additional funding was requested and approved by Council. This additional funding also includes the extra cost the City has to incur with acquiring the necessary R/W per NCDOT standards as specified in the Municipal Agreement. NCDOT is using federal money for this project and certain procedures have to be followed in order for NCDOT to receive the money. Out of a total project budget of \$350,000, approximately \$200,000 will cover the utilities relocations and/or adjustments for both PWC and Progress Energy and \$150,000 will be available for the R/W acquisitions.

There are several parcels where the City has encountered difficulty in successfully acquiring the needed R/W for this project. NCDOT has bid the project and Highland Paving Company (local contractor) was sent the notification of award letter by NCDOT on June 28, 2010. Due to the time constraints, it has been determined that the only course of action that the City has at this time is to initiate condemnation on the parcels where no agreement has been reached. It is my recommendation that Council initiates condemnation of the following parcels:

		Total Parcel	
<u>PIN #</u>	<u>Owner</u>	SF	SF of R/W Needed
0530-61-2474	HT and RL Buie Heirs Paul Thompson	26, 136	522.72 (0.012 Acres)
0530-62-2730	Development	294,456.60	3,383.20 (0.078 Acres)
0530-76-5794	F&R Partnership	500,940	2,432.16 (0.056 Acres)
0530-88-7755	Mr. & Mrs. Sanford Rackley	60 500	(2,496 SF Needed for Easement)
	2	62,500	533.62 (0.012 Acres)
0530-88-7887	Mr. & Mrs. Pat O'Brien	54,325	1,984.3 (0.046 Acres)
0530-99-0004	Ms. Sarah Rackley	232,570.73	766.84 (0.018 Acres)
0530-64-5155	Longleaf HOA	166,687.50	0
0530-75-1363	North View Villas HOA	140,437.50	(1,023.56 SF Needed for Easement) 0 (1,806 SF Needed for Easement)

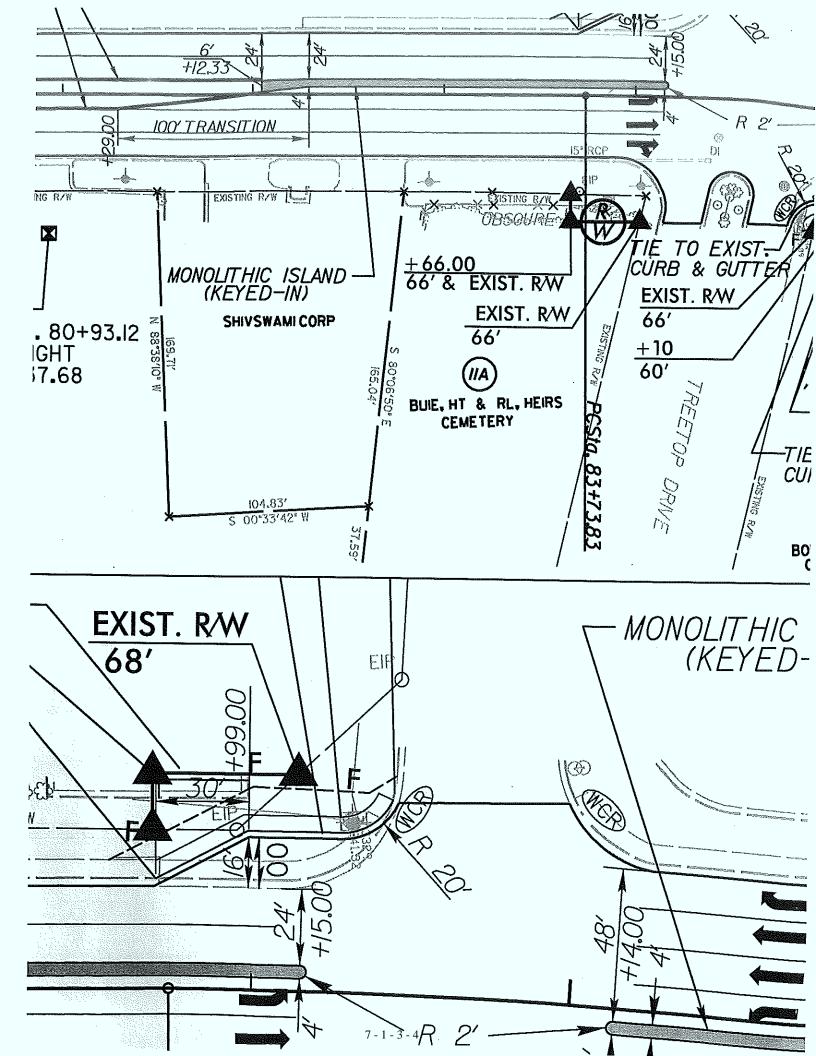
There is a possibility that agreements can be reached between the City and some of the properties above, however due to the schedule of this project, Council needs to initiate condemnation in case negotiations cease or stall with the property owners. If the City has to proceed to full condemnation on all or some of the properties previously listed, then additional funding may be needed to cover the additional cost associated with condemnation proceedings.

If you have additional questions or need clarification on any of the above, please do not hesitate to contact me.

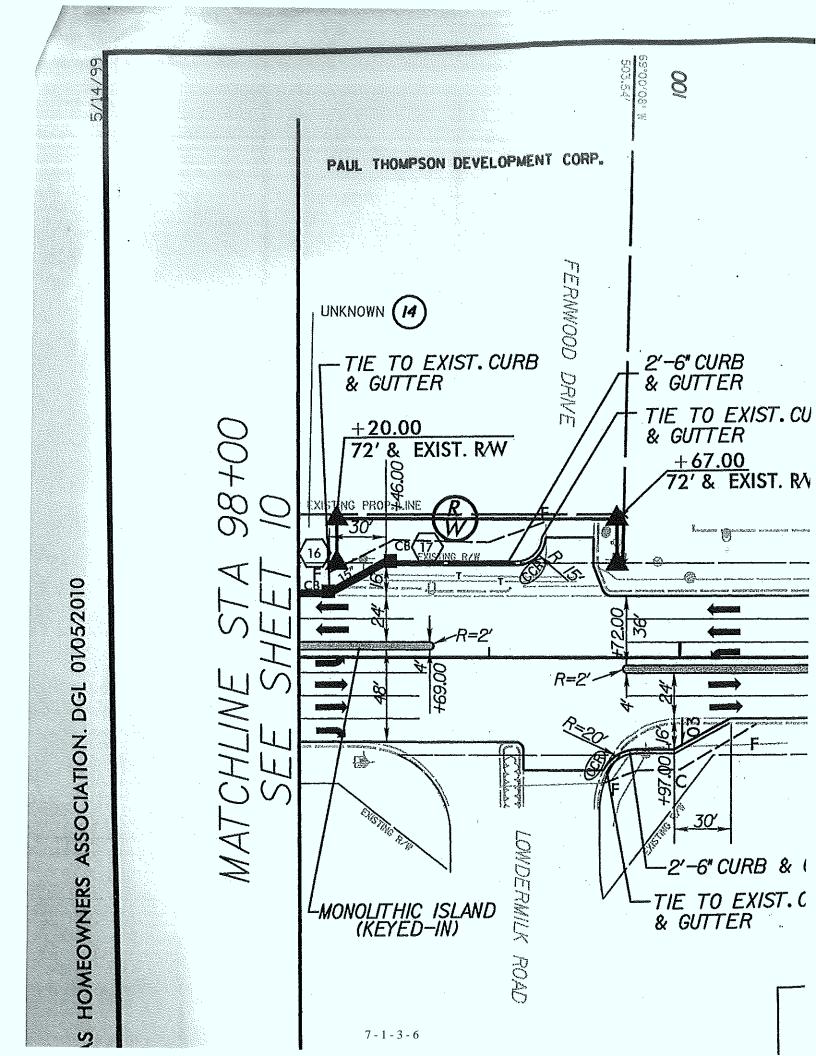
### **Attachments**

Resolution No. R2007-022 Notification of Award Letter Aerial Photographs of Parcels & NCDOT Plans CPO Amendment 2010-19

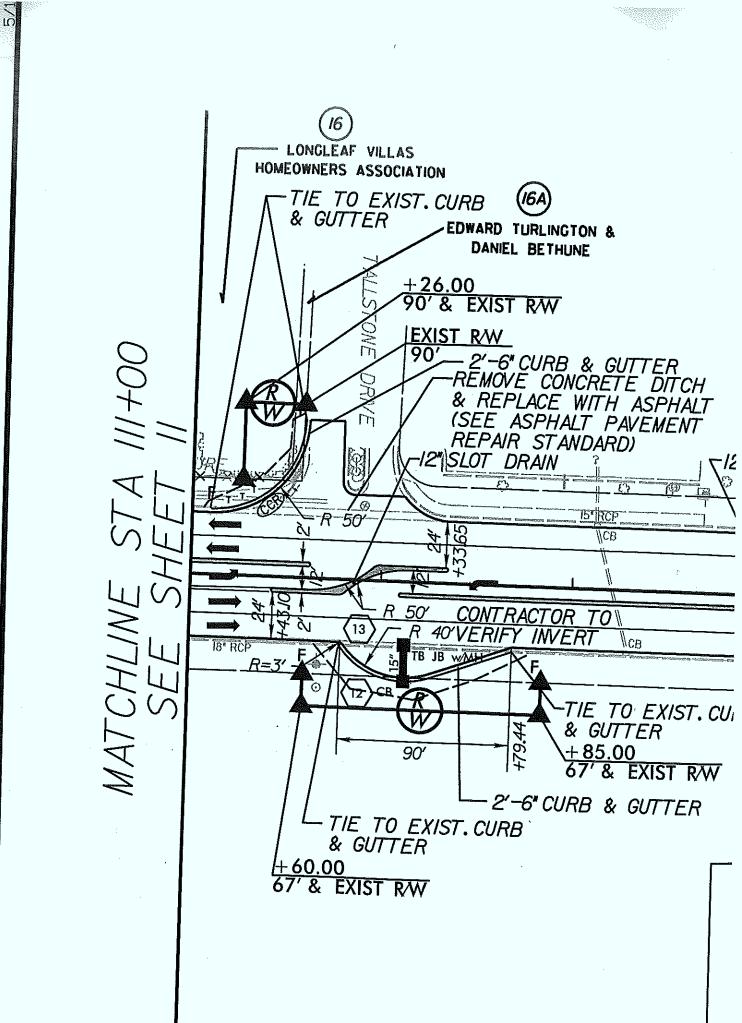




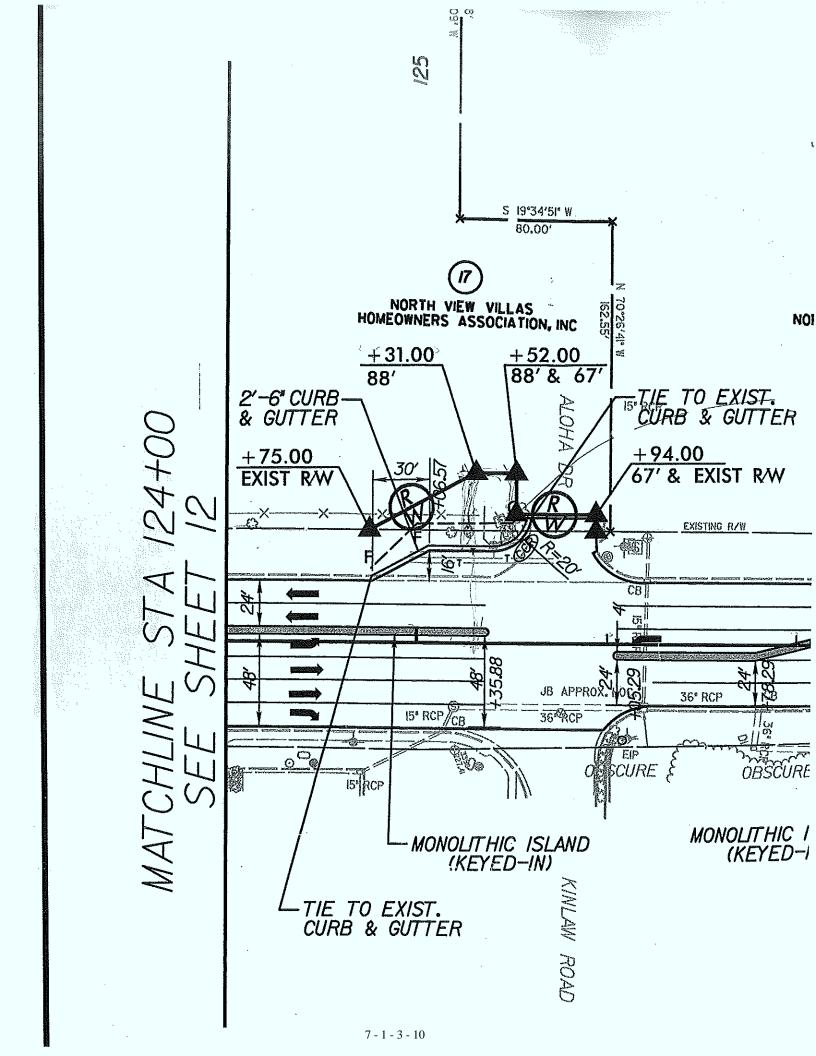


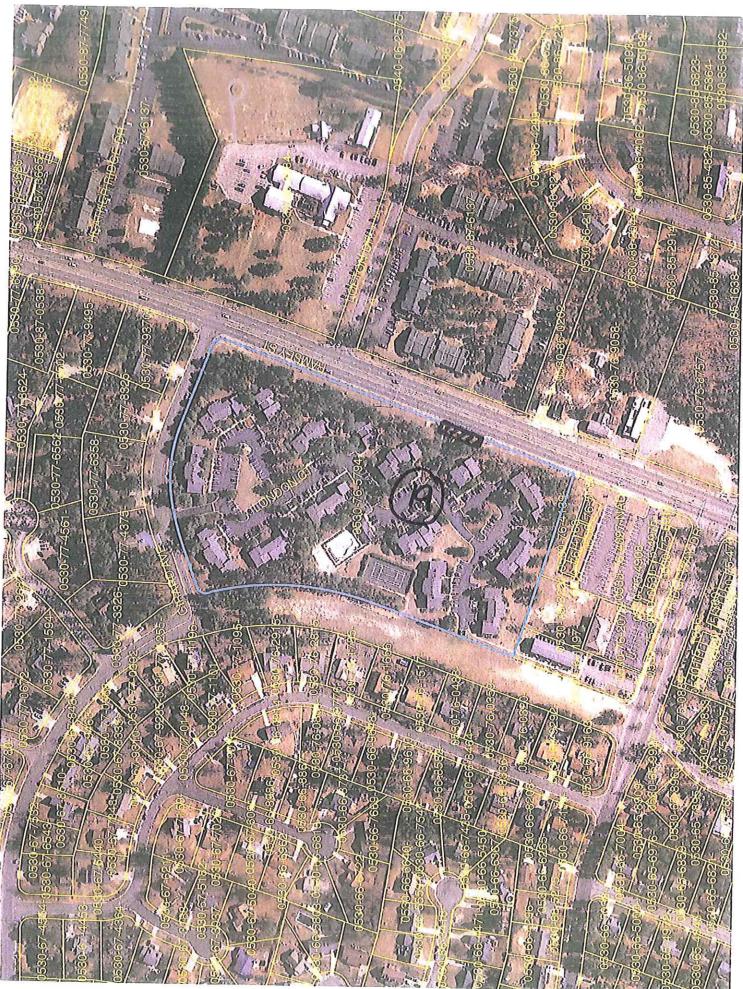


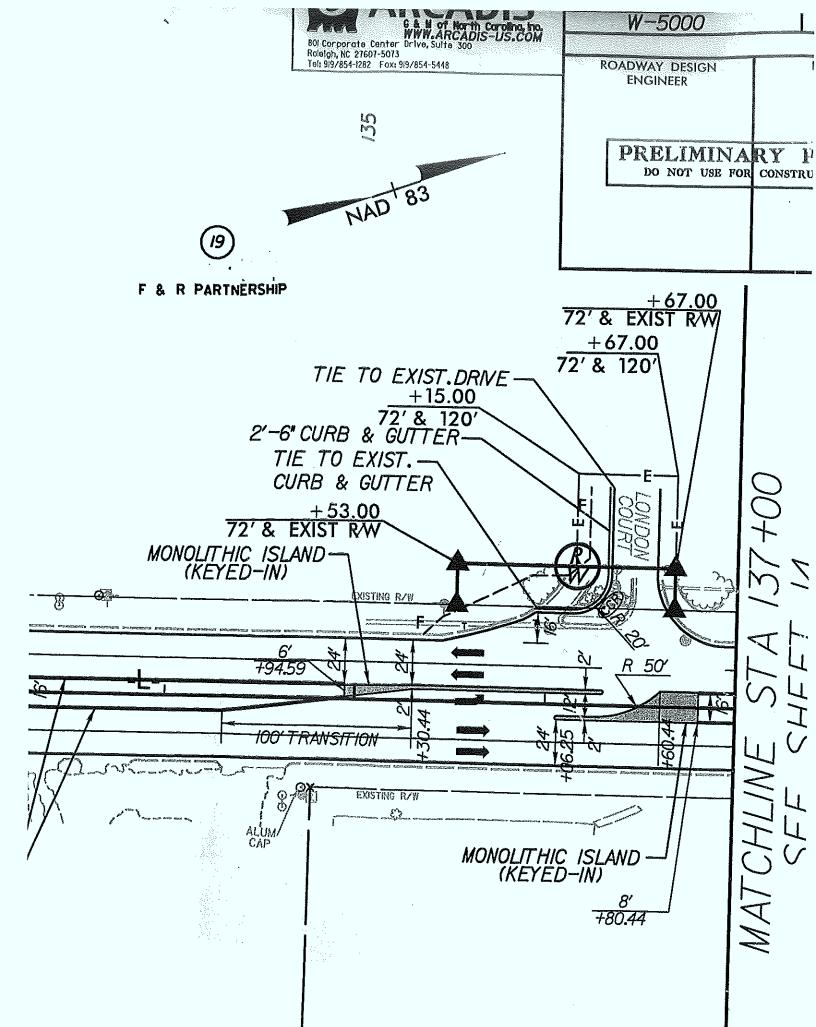




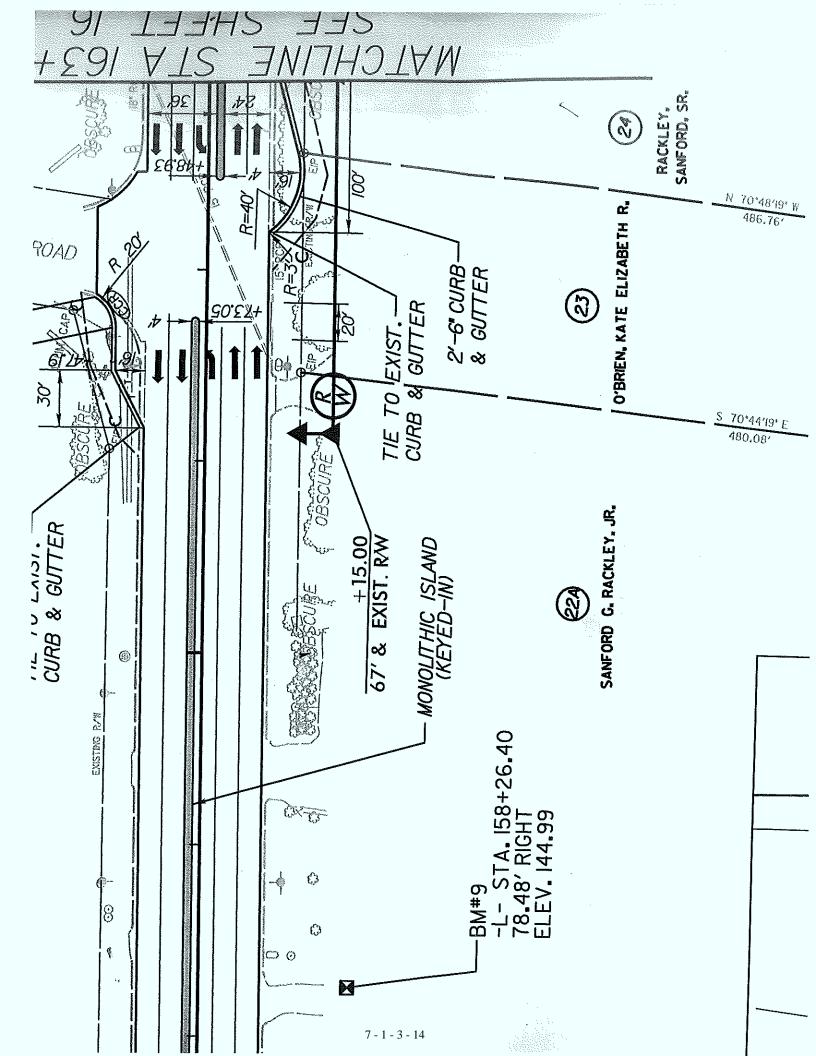














### STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE GOVERNOR

EUGENE A. CONTI, JR. SECRETARY

June 28, 2010

Contract No. C202179 WBS 40995.3.1

Federal Aid No. STP-0401(185) Tip No. W-5000 County Cumberland Location US-401 (RAMSEY ST) FROM LAW RD TO NORTH OF SR-1612 (FARMERS RD) IN FAYETTEVILLE.

### **NOTIFICATION OF AWARD**

HIGHLAND PAVING CO., LLC P.O. BOX 64553 FAYETTEVILLE, NC 28306

Dear Sir or Madam:

This is official notification that the Secretary Of Transportation has awarded you the contract for the above project based on the bid submitted on June 15, 2010 in the amount of \$2,560,596.89.

Necessary forms for executing the contract and the contract bonds are available on the NCDOT web site at http://www.NCDOT.gov/business under the Project Letting link. Please return two properly executed signature sheets and two original sets of executed bonds within 14 calendar days from the date you received your award letter. Execution of contract shall conform to Section 102-8 of the Standard Specifications and shall be sent to:

> N.C. Department Of Transportation **Contract Standards and Development Unit** Attn : R. A. Garris, P.E. - Contract Officer **1591 MAIL SERVICE CENTER** RALEIGH, N.C. 27699-1591

As soon as possible following receipt of the properly executed contract bonds, the Department will complete the execution of the contract and return one copy of the contract to you. Please remember that work may not start before the contract has been properly executed.

In addition, I wish to call your attention to Articles 107-16, 108-1, 108-2, and 108-3 of our *Standard Specifications* relative to liability insurance, prosecution of work, progress schedule, and preconstruction conferences. Information regarding these items and other items is available at http://www.NCDOT.org/business under the Project Letting link and should be addressed prior to beginning work. Please forward this information to the Division Engineer Gregory W Burns, PE, or Division Construction Engineer, Tracey C Pittman, PE, as soon as possible so that a preconstruction conference can be held. The Division's mailing address is PO Box 1150 Fayetteville, NC 28302 and telephone number is (910)486-1493.

In accordance with Article 104-2 of our *Standard Specifications*, it will be necessary for you to submit the name of those individuals within your organization who will be authorized to sign supplemental agreements that may be necessary in the performance of the work under this contract. Please furnish this information to Resident Engineer Jason P Salisbury. The Resident Engineer's mailing address is PO Box 1150 Fayetteville, North Carolina 28301 and telephone number is (910) 486-1401.

If clarification is required, I can be reached by telephone at (919) 250-4124.

Sincerely,

R. A. Garris, P.E. Contract Officer

cc: Angie Ayscue Anthony W. Roper Majed Al-Ghandour Gregory W Burns, PE Jason P Salisbury Michael McKoy Roger Worthington G. R. Perfetti (Attn: Allen Raynor) Marie Novello FILES (2)

MAILING ADDRESS: NC DEPARTMENT OF TRANSPORTATION CONTRACTS & PROPOSALS 1591 MAIL SERVICE CENTER RALEIGH N.C. 27699-1591

TELEPHONE: (919) 250-4124 FAX: (919) 250-4127 WE8SITE: WWW.NCDOT.GOV LOCATION: CENTURY CENTER COMPLEX BUILDING B - ENTRANCE B15 1020 BIRCH RIDGE DRIVE RALEIGH, NC 27610

### CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council

FROM: Lisa Smith, Chief Financial Officer

**DATE:** July 26, 2010

RE: Tax Refunds Of Less Than \$100

### THE QUESTION:

No action required. Information only.

### **RELATIONSHIP TO STRATEGIC PLAN:** Not applicable.

### BACKGROUND:

Approved by the Cumberland County Special Board of Equalization for the month of June 2010.

ISSUES:

None

OPTIONS: Not applicable.

### **RECOMMENDED ACTION:**

Information only. No action required.

### ATTACHMENTS:

Tax Refunds Approved for June 2010



July 26, 2010

TO: Lisa Smith, Chief Financial Officer

FROM: Nancy Peters, Accounts Payable

RE: Tax Refunds of Less Than \$100

The tax refunds listed below for less than \$100 were approved by the Cumberland County Special Board of Equalization for the month of June, 2010.

NAME	BILL NO.	YEAR	BASIS	CITY REFUND
Daniels, Waverly	0575889	2007- 2008	Illegal Tax	28.03
TOTAL				\$28.03

433 HAY STREET P.O. DRAWER D FAYETTEVILLE, NC 28302-1746 FAX (910) 433-1680 www.cityoffayetteville.org An Equal Opportunity Employer

### CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council

FROM: Rita Perry, City Clerk

**DATE:** July 26, 2010

RE: Monthly Statement of Taxes for June 2010

### THE QUESTION:

For information only

### **RELATIONSHIP TO STRATEGIC PLAN:**

Greater Tax Base Diversity - Strong Local Economy

### BACKGROUND:

Attached is the report that has been furnished to the Mayor and City Council by the Cumberland County Tax Administrator for the month of June 2010

ISSUES: N/A

IN/A

<u>options</u>: N/A

**<u>RECOMMENDED ACTION</u>**: For information only

### ATTACHMENTS:

Monthly Statement of Taxes for June 2010



### OFFICE OF THE TAX ADMINISTRATOR 117 Dick Street, 5th Floor, New Courthouse • P0 Box 449 • Fayetteville, North Carolina • 28302 Phone: 910-678-7507 • Fax: 910-678-7582 • www.co.cumberland.nc.us

### MEMORANDUM

TO: Rita Perry, Fayetteville City Clerk

FROM: Aaron Donaldson, Tax Administrator HA

DATE: July 1, 2010

RE: MONTHLY STATEMENT OF TAXES

Attached hereto is the report that has been furnished to the Mayor and governing body of your municipality for the month of June 2010.

This report separates the distribution of real property and personal property from motor vehicle property taxes, and provides detail for the current and delinquent years.

Should you have any questions regarding this report, please contact me at 678-7587.

AD/sn Attachments

7/1/2010

## FAYETTEVILLE MACC LEDGER

JUNE 2010

	2009 FAY STORM	WATER	1,174.92	261.48	679.64	573.94	813.17	268.64	192.00	722.39	658.73	480.00	448.11	341.14	169.79	510.66	432.74	267.56	520.08	817.05	275.63	376.96	720.39	1,462.03	12,167.05
3	2005 STC	MA																						1,4	12,
	2009 STORM	WATER	587.45	130.74	339.82	286.97	406.59	134.32	96.00	361.20	329.36	240.00	224.05	170.57	84.90	255.33	216.36	133.79	260.04	408.52	137.81	188.47	360.20	731.02	6,083.51
	2009 TRANSIT	ТАХ	3,420.00	1,542.51	1,755.00	3,115.83	4,194.02	1,419.08	2,310.00	1,715.00	2,188.43	3,025.00	1,985.00	1,849.06	1,860.93	1,625.00	2,527.68	1,130.35	1,410.35	1,228.63	1,415.00	2,844.48	1,637.04	2,549.18	46,747.57
	2009 FVT		3,420.00	1,542.51	1,755.00	3,115.86	4,194.01	1,424.08	2,310.00	1,715.00	2,188.45	3,025.00	1,985.00	1,849.07	1,860.93	1,625.00	2,527.68	1,130.34	1,410.36	1,228.62	1,415.00	2,844.46	1,637.02	2,549.17	46,752.56
6	2009 VEHICLE	REVIT	17.86	(3.35)	21.69	0.88	00.00	24.14	00.0	20.01	0.00	22.59	11.22	7.40	74.38	10.55	74.44	50.76	00.0	00.0	35.08	00.0	00.0	00.0	367.65
1999-2009	2009 REVIT		00.0	212.58	137.76	00.0	175.41	00.0	00.0	00.0	0.00	54.75	00.0	00.0	00.0	0.00	12.84	0.00	0.00	1.67	53.97	3.89	0.00	0.00	652.87
1	2009 VEHICLE		28,558.93	10,766.55	12,408.65	22,493.13	29,459.88	10,649.06	17,830.80	16,224.12	17,388.32	23,120.54	15,197.59	13,422.49	15,916.12	11,132.55	29,466.50	9,057.29	11,163.61	9,666.19	10,664.71	23,376.74	11,680.94	22,157.54	371,802.25
	2009 CC		18,721.01	6,842.71	10,841.12	15,383.02	8,905.68	5,890.45	3,926.28	6,264.88	37,289.20	8,243.97	6,725.87	6,613.81	5,589.45	3,596.11	6,558.85	5,519.18	4,734.95	7,042.37	4,989.15	7,479.44	6,702.93	25,524.39	213,384.82
	REMITTED TO FINANCE		59,932.11	23,381.15	31,365.74	48,654.57	52,663.68	23,423.19	28,773.89	29,355.94	63,854.24	43,242.14	30,235.94	26,413.80	27,203.82	20,650.12	44,623.42	19,139.57	20,862.34	22,102.46	20,719.02	39,851.54	24,718.43	59,952.77	761,119.88
	REPORT #		2009-239	2009-240	2009-241	2009-242	2009-243	2009-244	2009-245	2009-246	2009-247	2009-248	2009-249	2009-250	2009-251	2009-252	2009-253	2009-254	2009-255	2009-256	2009-257	2009-258	2009-259	2009-260	
	DATE		06/01/10	06/02/10	06/03/10	06/04/10	06/07/10	06/08/10	06/09/10	06/10/10	06/11/10	06/14/10	06/15/10	06/16/10	06/17/10	06/18/10	06/21/10	06/22/10	06/23/10	06/24/10	06/25/10	06/28/10	06/29/10	06/30/10	TOTALS

FVT: FAYTTEVILLE VEHICLE TAX (\$5.00)

TRUE MACC: MONTHLY ACCOUNTING (TOTALS COLLECTED FOR MONTH) CC: INCLUDES REAL & PERSONAL, LATE LIST, & PUBLIC SERVICE JUNE 2010.xlsx

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### FAYETTEVILLE MACC LEDGER 1999-2009

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	2007 CC	95.13	9.38	0.00	0.00	86.85	176.12	0.00	0.00	23.58	691.12	0.00	0.00	2.39	0.00	33.54	0.00	0.00	8.48	3.44	0.00	3.49	332.20		1,465.72
	2008 ANNEX	00.0	0.00	0.00	0.00	0.00	00.0	00.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0	0.00		00.0
	2008 FAY STORM WATER	0.00	00.0	0.00	0.00	24.00	00.0	0.00	0.00	00.0	48.00	00.0	0.00	0.00	00.0	0.00	0.00	00.0	0.00	0.00	0.00	0.00	9.96	-	81.96
	2008 RECYCLE	00.0	00.0	00.0	00.0	42.00	00.0	00.0	00.0	00.0	42.00	00'0	00.0	00.0	00.0	00.0	00.0	00.0	00.0	00.0	00.0	0.00	17.43		101.43
	2008 STORM WATER	0.00	00.00	00.0	6.66	24.00	12.00	00.0	12.00	00.0	36.00	00.0	00.0	24.00	12.00	12.00	00.0	12.00	12.00	00.0	00.0	12.24	31.42		206.32
	2008 TRANSIT TAX	55.00	28.23	90.00	99.51	98.45	75.00	65.00	51.06	57.04	70.00	88.32	70.00	48.97	20.00	60.00	45.00	15.00	31.03	43.02	65.00	55.00	66.53		1,297.16
	2008 FVT	70.00	33.90	105.00	112.45	123.45	112.46	80.00	71.07	72.04	70.00	127.92	85.00	58.97	35.00	60.00	50.00	15.00	31.03	48.02	80.00	70.00	71.53		1,582.84
	2008 VEHICLE REVIT	0.00	0.00	0.00	0.00	0.00	00.0	00.00	0.00	00.0	0.00	0.00	0.00	0.00	0.00	00.0	00.0	0.00	0.00	00.0	0.00	0.00	00.0		0.00
	2008 REVIT	00.0	0.00	00.0	0.00	0.00	0.00	0.00	00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.92	0.00	0.00	0.00	0.00		1.92
	2008 VEHICLE	492.73	21.08	698.63	640.47	597.85	826.23	510.51	416.46	406.07	478.65	480.59	428.26	212.78	267.32	409.56	412.03	147.58	74.93	263.17	499.58	354.04	471.28		9,109.80
1 0000	2008 CC CC	157.55	84.80	4.93	57.68	201.83	75.57	7.35	0.00	21.48	911.31	50.61	0.00	16.58	29.95	30.44	00.0	0.00	97.02	3.03	207.30	9.92	73.30		2,040.65
	Z009 Annexation	0.00	00.0	0.00	0.00	00.0	17.92	0.00	0.00	17.92	00.0	0.00	0.00	00.0	0.00	00.0	00.0	0.00	00.0	00.0	0.00	00.0	0.00		35.84
	ZUUS RECYCLE FEE	1,138.28	414.00	816.69	946.75	717.52	425.35	228.00	581.20	1,081.00	722.00	997.41	540.13	230.83	190.00	592.70	461.64	253.45	457.66	360.40	503.30	98.66	1,078.40		12,835.37

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# FAYETTEVILLE MACC LEDGER

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2006	ANNEX	0	0	o	0	0	Ö	0	0	0	0	0	0	Ö	Ö	0	O	0	0	0	Ö	0	59.		59.
2006	STORM WATER	00.0	00.0	00.0	00.00	17.08	00.0	00.0	12.00	00.0	00.0	00.00	00.0	00.0	00.0	00.0	00.0	00.00	00.0	00.0	00.0	00.0	0.00		29.08
2006	FVT	5.00	10.00	13.75	7.40	20.00	35.00	0.00	5.00	15.00	20.00	10.00	5.00	12.60	0.00	15.00	15.00	10.00	00.0	10.00	15.00	25.00	5.00		253.75
2006	VEHICLE REVIT	0.00	00.0	00.0	00.0	00.0	0.00	0.00	00.0	00.0	00.0	00.0	00.0	00.0	00.0	00.0	00.0	00.0	00.0	00.0	0.00	0.00	0.00		00.0
2006	REVIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0	0.00		0.00
2006	VEHICLE	32.38	145.75	39.42	9.68	276.31	218.32	43.15	28.72	89.63	61.05	33.78	1.21	40.67	84.00	77.45	18.12	33.58	27.59	33.09	17.55	136.23	16.51		1,464.19
2006	cc	66.87	218.26	11.14	00.0	86.85	16.14	17.82	00.0	00.0	00.0	00.0	00.0	2.56	0.00	00.0	00.0	0.00	00.0	00.00	00.0	34.68	105.13		559.45
2007	ANNEX	00.0	0.00	0.00	00.0	00.0	00.00	00.0	00.0	0.00	00.00	00.0	00.0	00.0	00.0	00.0	00.0	0.00	00.0	00.0	0.00	0.00	0.00		0.00
2007	FAY STORM WATER	0.00	0.00	0.00	00.00	24.00	0.00	0.00	0.00	0.00	24.00	0.00	00.00	00.00	00.0	00.0	00.00	00.00	0.00	00.0	0.00	00.0	0.00		48.00
2007	STORM WATER	0.00	00.0	0.00	0.00	24.00	0.00	0.00	12.00	0.00	12.00	0.00	0.00	0.00	0.00	0.00	0.00	0.08	00.00	00.00	00.00	12.00	12.00		72.08
2007	FVT	25.00	5.00	29.64	31.65	28.71	30.00	25.00	20.00	36.45	20.00	35.00	25.00	5.00	24.48	20.00	32.66	10.00	30.00	14.18	40.00	45.82	30.00		563.59
2007	VEHICLE REVIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0	0.00	0.00	0.00	00.0	00.0	00.0	0.00	00.00	0.00	00.0	00.0	0.00		0.00
	REVIT	00.0	0.00	0.00	0.00	0.00	00.0	0.00	0.00	0.00	0.00	0.00	0.00	00.0	00.0	0.00	0.00	0.00	0.00	0.00	00.0	0.00	0.00		00.0
2007	VEHICLE	129.14	17.68	76.67	99.37	146.15	71.97	148.33	26.42	102.42	129.63	122.61	43.77	123.08	63.13	134.02	66.62	82.77	197.48	27.61	120.15	142.96	136.87		2,208.85

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## FAYETTEVILLE MACC LEDGER

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<b>JUNE 2010</b>		TOTAL TAX &	INTEREST		59,932.11	23,381.15	31,365.74	48,654.57	52,663.68	23,423.19	28,773.89	29,355.94	63,854.24	43,242.14	30,235.94	26,413.80	27,203.82	20,650.12	44,623.42	19,139.57	20,862.34	22,102.46	20,719.02	39,851.54	24,718.43	59,952.77	761,119.88
		FAY	RECYCLE		55.92	23.13	44.14	54.60	47.12	29.15	13.25	35.70	59.98	48.12	58.57	33.33	13.06	11.09	34.98	25.80	14.12	26.90	17.92	28.71	6.61	64.19	746.39
		ANNEX	INTEREST		0.00	00.0	00.0	00.0	00.0	1.03	00.0	0.00	0.89	00.0	00.0	00.0	00.0	00.0	0.00	00.0	00.00	00.0	0.00	0.00	0.00	17.92	19.84
		FAY	STORM WATED	INTEREST	58.19	14.60	37.76	33.08	56.03	18.12	10.80	43.16	36.48	40.33	27.06	20.78	9.64	29.10	25.49	14.90	29.69	47.40	14.11	22.36	40.84	83.43	713.35
FATELLEVILLE MACULEDGER		STORM	WATER		29.03	7.31	18.84	16.66	48.48	10.83	8.72	41.23	18.23	22.05	13.56	10.39	8.45	15.74	14.62	7.46	16.68	25.52	7.07	11.21	25.34	60.48	437.90
TE MAC	1999-2009	REVIT	INTEREST		0.06	20.59	00.0	00.00	6.75	00.00	00.0	0.39	00.0	0.41	0.18	0.00	00.0	00.0	0.23	00.00	00.00	0.38	3.29	0.22	00.0	00.0	32.50
ELLEVIL	19	INTEREST			1,530.72	932.55	1,203.16	1,457.21	1,408.61	1,142.71	804.44	931.30	1,609.93	1,540.22	1,342.19	835.15	768.58	847.21	1,116.17	681.44	613.12	635.89	754.40	1,051.95	796.20	2,068.42	24,071.57
LAL		2005 &	PRIOR	WATER	0.00	0.00	0.00	0.00	24.00	0.00	7.82	24.00	00.0	0.00	0.00	0.00	00.0	00'0	0.00	0.00	0.00	4.18	0.00	0.00	0.00	24.00	84.00
		2005	FVT & PRICR		14.70	5.00	50.00	31.39	30.00	40.00	20.00	10.00	15.41	8.61	44.14	5.00	10.00	58.24	51.92	5.00	10.00	0.00	21.35	28.08	20.00	15.93	494.77
		2005	VEHICLE BEVIT &	PRIOR	0.00	0.00	0.00	0.00	00.0	00.00	0.00	0.00	0.00	00.0	0.00	00.0	0.00	00.0	0.00	00.0	0.00	00.0	00.00	0.00	00.0	00.0	00.0
		2005	REVIT & PRIOR		00.0	00.0	00.0	00.0	00.0	00.0	00.0	00.0	0.00	00.0	00.0	0.00	0.00	0.00	0.00	0.00	00.0	00.0	00.0	00.0	00.0	00.0	00.0
010-1/-//		2005	VEHICLE &		69.83	68.11	187.21	80.38	101.06	274.38	118.62	11.63	133.77	19.37	220.68	20.40	53.17	207.66	105.91	14.63	99.88	0.00	108.57	46.69	72.91	102.18	2,117.04
1~11		2005	CC & PRIOR		6.41	26.05	0.08	0.00	253.82	5.12	0.00	0.00	14.43	15.42	6.48	36.84	5.99	0.00	12.30	0.00	0.00	0.00	0.00	0.00	17.97	25.63	426.54

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