



FAYETTEVILLE CITY COUNCIL
AGENDA
MAY 23, 2011
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 ANNOUNCEMENTS AND RECOGNITIONS

6.0 CONSENT

6.1 Approve Minutes:

- February 4, 2011 - Strategic Planning Retreat
- February 5, 2011 - Strategic Planning Retreat
- February 28, 2011 - Regular Meeting
- March 7, 2011 - Work Session
- March 14, 2011 – Dinner & Discussion Meeting
- March 14, 2011 – Regular Meeting
- March 22, 2011 – Special Budget Meeting
- March 28, 2011 – Regular Meeting
- March 30, 2011 – Strategic Planning Retreat
- April 4, 2011 – Work Session
- April 12, 2011 – Special Meeting
- April 20, 2011 – Agenda Briefing

6.2 Budget Ordinance Amendment 2011-14 (General Fund)

6.3 Budget Ordinance Amendment 2011-15 (General Fund)

6.4 Capital Project Closeouts 2011-14 through 2011-16 (Park, Recreation, and Sidewalk Projects) and Special Revenue Fund Project Closeout 2011-8 (2009 Community Waste Reduction and Recycling Project)

6.5 Capital Project Ordinance Amendment 2011-16 (Transit Capital Grant 469), Special Revenue Project Ordinance Amendment 2011-5 (Transit Planning Grant 469) and Budget Ordinance Amendment 2011-13 (General Fund)

6.6 Capital Project Ordinance Amendment 2011-17 (Land for the Transit Multi-Modal Center)

6.7 Capital Project Ordinance Amendment 2011-18 (Transit Capital Enhancements & Improvements)

6.8 Local Government Resolution (Governor's Highway Safety Program)

6.9 Adopt A Resolution Declaring Jointly-Owned Real Property Surplus And Authorizing A Quitclaim of the City's Interest In Order To Expedite Cumberland County's Sale of Property

7.0 PUBLIC HEARINGS

For certain issues, the Fayetteville City Council may sit as a quasi-judicial body that has powers resembling those of a court of law or judge. The Council will hold hearings, investigate facts, weigh evidence and draw conclusions which serve as a basis for its decisions. All persons wishing to appear before the Council should be prepared to give sworn testimony on relevant facts.

7.1 Public Hearing on the Fiscal Year 2011-2012 Recommended Budget

Presenter(s): Dale Iman, City Manager

7.2 Case P11-07F. The remapping of all Zoning Districts within the City of Fayetteville to the closest matching or appropriate districts within the new Unified Development Ordinance (UDO). This affects all owners of property within the city limits of Fayetteville.

Presenter(s): Karen Hilton, Manager, Planning and Zoning Division & Craig Harmon, Planner, Planning and Zoning Division

8.0 OTHER ITEMS OF BUSINESS

8.1 (a) Fayetteville Cumberland County Chamber of Commerce Economic Development Report

(b) FY 2011 Strategic Plan's Policy and Management Action Agenda Third Quarter Report

Presenter(s): Rebecca Rogers-Carter, Management Services Manager & Doug Peters, Executive Director, Fayetteville Cumberland County Chamber of Commerce

8.2 FY 2011-12 Strategic Plan Presentation

Presenter(s): Rebecca Rogers Carter, Management Services Manager

8.3 Resolution Authorizing the Execution and Delivery of an Installment Financing Agreement, a Deed of Trust and Related Documents in Connection with the Financing of Various Capital Projects for the City of Fayetteville, North Carolina

Presenter(s): Lisa Smith, Chief Financial Officer

8.4 Uninhabitable Structures Demolition Recommendations :

- 2006 Center Street
- 1018 Ellis Street
- 703 Pritchett Road
- 5802 Shenandoah Drive
- 2123 Strickland Bridge Road

Presenter(s): Bart Swanson, Housing and Code Enforcement Division Manager

8.5 Proposed Solid Waste Service Standard Changes

Presenter(s): Jerry Dietzen, Environmental Services Director

9.0 ADMINISTRATIVE REPORTS

9.1 Monthly Statement of Taxes for April 2011

10.0 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
MAY 23, 2011 - 7:00 PM
COMMUNITY CHANNEL 7**

**COUNCIL MEETING WILL BE RE-AIRED
MAY 25, 2011 - 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 rmcelrath@ci.fay.nc.us, (910) 433-1696, or the office of the City Clerk at cityclerk@ci.fay.nc.us, (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: City Clerk's Office
DATE: May 23, 2011
RE: **Approve Minutes:**
- February 4, 2011 - Strategic Planning Retreat
- February 5, 2011 - Strategic Planning Retreat
- February 28, 2011 - Regular Meeting
- March 7, 2011 - Work Session
- March 14, 2011 – Dinner & Discussion Meeting
- March 14, 2011 – Regular Meeting
- March 22, 2011 – Special Budget Meeting
- March 28, 2011 – Regular Meeting
- March 30, 2011 – Strategic Planning Retreat
- April 4, 2011 – Work Session
- April 12, 2011 – Special Meeting
- April 20, 2011 – Agenda Briefing

THE QUESTION:

Should City Council approve the draft minutes as the official record of the proceedings and actions of the associated meetings?

RELATIONSHIP TO STRATEGIC PLAN:

Greater Community Unity - Pride in Fayetteville; Objective 2: Goal 5: Better informed citizenry about the City and City government.

BACKGROUND:

The Fayetteville City Council conducted meeting (s) on the referenced date (s) during which they considered items of business as presented in the draft minutes.

ISSUES:

N/A

BUDGET IMPACT:

N/A

OPTIONS:

1. Approve the draft minutes as presented.
2. Revise the draft minutes and approve the draft minutes as revised.
3. Do not approve the draft minutes and provide direction to Staff.

RECOMMENDED ACTION:

Approve the draft minutes as presented.

ATTACHMENTS:

February 4, 2011 - Strategic Planning Retreat Minutes
February 5, 2011 - Strategic Planning Retreat Minutes
February 28, 2011 - Regular Meeting Minutes
March 7, 2011 - Work Session Minutes
March 14, 2011 – Dinner & Discussion Meeting

March 14, 2011 – Regular Meeting
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FAYETTEVILLE CITY COUNCIL
STRATEGIC PLANNING RETREAT MINUTES
FAYETTEVILLE REGIONAL AIRPORT
FIRST FLOOR CONFERENCE ROOM
FEBRUARY 4, 2011
2:00 P.M.

Present: Mayor Anthony G. Chavonne

Council Members Keith Bates, Sr. (District 1); Kady-Ann Davy (District 2) (arrived at 5:30 p.m.); Robert A. Massey, Jr. (District 3) (arrived at 6:00 p.m.); Darrell J. Haire (District 4) (arrived at 2:40 p.m.); Bobby Hurst (District 5); William J. L. Crisp (District 6); Valencia A. Applewhite (District 7); Theodore W. Mohn (District 8) (arrived at 5:00 p.m.); James W. Arp, Jr. (District 9)

Others Present: Dale E. Iman, City Manager
Doug Hewett, Assistant City Manager
Kristoff Bauer, Assistant City Manager
Karen M. McDonald, City Attorney
Jason Booker, Management Services Financial Analyst
Rebecca Rogers-Carter, Management Services Manager
Lyle Sumek, Lyle Sumek Associates, Inc.
Members of the Press

CALL TO ORDER

Mayor Chavonne called the retreat to order at 2:05 p.m. and recognized Mr. Lyle Sumek, facilitator.

Mr. Sumek provided an overview of the retreat activities and covered the FY 2010-2011 successes identified by City Council and staff.

City Council recessed for dinner at 5:00 p.m. and reconvened at 5:45 p.m.

City Council identified their long-term policy issues and short-term policy issues.

City Council recessed the strategic planning retreat at 8:30 p.m. to reconvene on Saturday, February 5, 2011, at 8:15 a.m.

Respectfully submitted,

KAREN M. MCDONALD
City Attorney

ANTHONY G. CHAVONNE
Mayor

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FAYETTEVILLE CITY COUNCIL
STRATEGIC PLANNING RETREAT MINUTES
FAYETTEVILLE REGIONAL AIRPORT
FIRST FLOOR CONFERENCE ROOM
FEBRUARY 5, 2011
8:15 A.M.

Present: Mayor Anthony G. Chavonne

Council Members Keith Bates, Sr. (District 1); Kady-Ann Davy (District 2); Robert A. Massey, Jr. (District 3); Darrell J. Haire (District 4); Bobby Hurst (District 5); Valencia A. Applewhite (District 7); Theodore W. Mohn (District 8); James W. Arp, Jr. (District 9)

Absent: Council Member William J. L. Crisp (District 6)

Others Present: Dale E. Iman, City Manager
Doug Hewett, Assistant City Manager
Kristoff Bauer, Assistant City Manager
Karen M. McDonald, City Attorney
Jason Booker, Management Services Financial Analyst
Rebecca Rogers-Carter, Management Services Manager
Lyle Sumek, Lyle Sumek Associates, Inc.
Senator Wesley Meredith (arrived at 12:00 noon)
Members of the Press

The strategic planning retreat reconvened at 8:15 a.m. Mr. Lyle Sumak, facilitator, led the City Council through a review of the goals for fiscal year 2012 which included Council ranking their objectives under each goal, identifying the challenges and opportunities for each goal, and prioritizing specific actions to achieve each goal.

Council began reviewing the following goals and prioritizing specific actions to achieve the goals:

- Goal 1: Greater Tax Base Diversity
- Goal 2: More Efficient Government
- Goal 3: Growing City, Livable Neighborhoods

City Council recessed for lunch at 12:15 p.m. and reconvened at 1:00 p.m.

Council continued reviewing the following goals and prioritizing specific actions to achieve the goals:

- Goal 4: More Attractive City
- Goal 5: Greater Community Unity
- Goal 6: Revitalized Downtown

There being no further business, the meeting adjourned at 3:15 p.m.

Respectfully submitted,

KAREN M. MCDONALD
City Attorney

ANTHONY G. CHAVONNE
Mayor

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FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
CITY HALL COUNCIL CHAMBER
FEBRUARY 28, 2011
7:00 P.M.

Present: Mayor Anthony G. Chavonne

Council Members Keith Bates, Sr. (District 1); Kady-Ann Davy (District 2); Robert A. Massey, Jr. (District 3); Darrell J. Haire (District 4); Bobby Hurst (District 5); William J. L. Crisp (District 6); Valencia A. Applewhite (District 7); Theodore W. Mohn (District 8); Wesley A. Meredith (District 9)

Others Present: Dale E. Iman, City Manager
Doug Hewett, Assistant City Manager
Kristoff Bauer, Assistant City Manager
Karen M. McDonald, City Attorney
Tom Bergamine, Chief of Police
Lisa Smith, Chief Financial Officer
Charles Hunter, Police Captain
Jeffery Brown, Engineering & Infrastructure Director
Rusty Thompson, City Traffic Engineer
Karen Hilton, Planning and Zoning Division Manager
Craig Harmon, Planner II
Rita Perry, City Clerk
Members of the Press

1.0 CALL TO ORDER

Mayor Chavonne called the meeting to order.

2.0 INVOCATION

The invocation was offered by Mayor Pro Tem Haire.

3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was recited by those in attendance.

4.0 APPROVAL OF AGENDA

MOTION: Council Member Bates moved to approve the agenda.
SECOND: Council Member Hurst
VOTE: UNANIMOUS (10-0)

5.0 ANNOUNCEMENTS AND RECOGNITIONS

Mr. Dale Iman, City Manager, announced that both the House of Representatives and State Senate recognized the veterans of North Carolina by passing resolutions designating July 4, 2011, North Carolina Veterans Park Day in the State of North Carolina.

6.0 CONSENT

MOTION: Council Member Applewhite moved to approve the consent agenda with the exception of Item 6.1.
SECOND: Council Member Crisp
VOTE: UNANIMOUS (10-0)

6.1 Pulled for discussion by Council Member Applewhite.

6.2 Special Revenue Fund Project Ordinance 2011-9 (FY 10 Assistance to Firefighters Grant).

The ordinance appropriated a federal grant of \$80,000.00 awarded through the FY 2010 Assistance to Firefighters Grant and a required

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local match from the General Fund of \$20,000.00. The funds were used to purchase 40 semi-automated defibrillators.

6.3 Capital Project Ordinance 2011-9 Airport Rescue Fire Fighting Vehicle Replacement.

The ordinance appropriated \$700,000.00 of Airport Passenger Facility Charge revenues for the purchase of a replacement Airport rescue fire fighting vehicle.

6.4 Special Revenue Fund Project Ordinance Amendment 2011-2 (Appropriation of Federal Forfeiture and Controlled Substance Tax Funds for Law Enforcement Purposes) and Capital Project Ordinance Amendment 2011-14 (Public Safety Computer-Aided Dispatch and Records Management Systems Project).

The special revenue fund project ordinance amendment appropriated \$82,403.00 in controlled substance tax revenues and federal forfeiture funds to increase resources for law enforcement purposes, and authorized the transfer of \$178,937.00 of the funds to the Public Safety Capital Project Fund. The capital project ordinance amendment appropriated funds transferred from the Special Revenue Fund and \$97,188.00 was transferred from the General Fund for the project.

6.5 Budget Ordinance Amendment 2011-7 (General Fund).

The amendment appropriated \$108,000.00 to fund additional outside legal services for the City Attorney's office and \$320,599.00 to fund permit and fee reimbursement commitments for the Hope VI project through the end of fiscal year 2011. The funding sources for the appropriations included \$301,225.00 in permits and fee revenues for the Hope VI project to be paid in fiscal year 2011 and a \$127,374.00 General Fund fund balance appropriation. Additionally, the amendment increased budgeted transfers from the Public Works Commission to the General Fund by \$818,156.00 consistent with PWC budget and project ordinance amendments adopted by City Council on February 14, 2011.

6.6 Enforcement provisions of the City Code related to the regulation of taxicabs.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING CHAPTER 26, TAXICABS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE. ORDINANCE NO. S2011-002.

6.7 Approve purchase of four automated side loader refuse trucks.

Pursuant to N.C.G.S. 143-129(g), the City piggybacked Town of Gibsonville, NC, contract to Carolina Environmental Systems, Kernersville, NC, to purchase 2 Mack/Heil automated side loader refuse trucks in the amount of \$456,988.00 and piggybacked City of Waterloo, IA, contract to Cedar Rapids Truck City, Cedar Rapids, IA, to purchase 2 trucks in the amount of \$430,751.42.

6.8 Phase 5 Annexation Areas 6 and 7 assessment process.

RESOLUTION DECLARING COST AND ORDERING PREPARATION OF PRELIMINARY ASSESSMENT ROLL AND SETTING TIME AND PLACE FOR PUBLIC HEARING ON PRELIMINARY ASSESSMENT ROLL. RESOLUTION NO. R2011-009.

6.9 Consider single bid award for the City Enterprise GPS/AVL system.

The City issued a Request for Proposal to six potential bidders for the new system and held a pre-bid conference on January 14, 2011, to address any potential bidder's questions. Only one bid was received from Mentor Engineering for an estimated total project cost of \$750,012.00.

6.1 Case No. P11-02F. Rezoning of four properties totaling 1.19 acres at 1018, 1010, 1009 Ellis Street and 828 Wilbon Drive from

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C1 Commercial District to R5 Residential District. Grace Baldwin, Yvette Bullard, David McLaurin, and Daniel Washington, owners.

This item was pulled for discussion by Council Member Applewhite.

Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and gave an overview of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He explained the area was zoned for commercial use and at one time there was a store and junkyard in the area. He stated the owners were requesting the rezoning so that the properties matched the surrounding properties and they could rebuild their homes if necessary. He stated the Zoning Commission and Planning staff recommended approval based on the properties being adjacent to and surrounded by similar residential zoning.

Council Member Applewhite inquired if there had been environmental concerns for the salvage yard. Mr. Harmon responded no environmental testing was conducted on the property and explained it had been included with the group of junkyards that were to be abolished by January 1, 2012. Mr. Dale Iman, City Manager, explained the phases of environmental testing.

MOTION: Council Member Bates moved to approve the rezoning to R5.
SECOND: Council Member Massey
VOTE: PASSED by a vote of 8 in favor to 2 in opposition (Council Members Applewhite and Crisp)

7.0 PUBLIC HEARINGS

7.1 Case No. P11-01F. Rezoning 81.38 acres at west of All American and northwest of Santa Fe Drive and south of Fort Bragg from R10 Residential District to R6 Residential District. John Koenig and wife, Margarete, owner.

Mr. Kristoff Bauer, Assistant City Manager, presented this item. Mr. Bauer showed vicinity maps and gave overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He stated the rezoning had previously been denied by Council in 2009 due to community concerns that the developer would connect the development to the Southwick Drive community by reconnecting the dam which would increase traffic through Cottonade. He stated Council at that time requested the rezoning come back within one year with a conditional zoning that there be no connection from the development to the Southwick Drive area. He stated the Zoning Commission and Planning staff recommended approval of the current rezoning request.

Council Member Bates inquired how the City would hold the property owners to the UDO standards that were not in effect. Mr. Bauer responded between now and July 1 there was the risk of single- and multi-family development that was not assisted living and explained any assisted living facility would have to come back as a special use.

Council Member Applewhite inquired if Southwick Drive could be closed. Mr. Bauer responded in the affirmative.

A question and answer period ensued regarding access to the property. Mr. Bauer explained a condition on the property with regard to a connection on Southwick Drive would not be effective because the property does not adjoin Southwick Drive. He explained at some point it would be set out in a plan because it would require a special use permit and the property was not developable until access to the property was determined.

This is the advertised public hearing set for this date and time. The public hearing was opened.

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Mr. John Koenig, owner of the property, 1763 Wilmington Highway, Fayetteville, NC 28306, appeared in favor and provided information on the surrounding properties and explained the access would be through Santa Fe Drive.

Mr. Kenneth Steen, 5545 Hedrick Drive, Fayetteville, NC 28303, appeared in opposition. He stated the rezoning would negatively impact property values in Cottonade and expressed concern that a connection would be made between the development and Cottonade.

Mr. Randol W. Wilkie, 428 Hallmark Road, Fayetteville, NC 28303, appeared in opposition and expressed concern that a connection would be made between the development and Cottonade.

Mr. Floyd W. Johnson, 448 Hallmark Road, Fayetteville, NC 28303, appeared in opposition and expressed concern that a connection would be made between the development and Cottonade.

Mr. Rudolph B. Jones, 517 Thorngate Drive, Fayetteville, NC 28303, appeared in opposition and expressed concern for the property values in Cottonade. He stated an ideal buffer would be a walking path or park.

Mr. Stanley Lonell, 6424 Milford Road, Fayetteville, NC 28303, appeared in opposition and expressed concern that a connection would be made between the development and Cottonade.

Mr. Raynard Esquilin, 517 Southwick Drive, Fayetteville, NC 28303, appeared in opposition.

Mr. John Tucker, 5822 Weatherford Road, Fayetteville, NC 28303, appeared in opposition and expressed concern that a connection would be made between the development and Cottonade.

There being no one further to speak, the public hearing was closed.

Council Member Applewhite inquired of Mr. Koenig if he had any plans for the entry or exit. Mr. Koenig responded it would be to the Broadwell property coming from Santa Fe Drive going north. He explained Southwick Drive would be the worst choice as it would cost in the millions to make the connection.

Mayor Chavonne inquired how long it would take to research whether they could close off Southwick Drive. Ms. McDonald explained the statutory process and stated more information could be provided at the next work session.

Council Member Arp inquired if Council approved the zoning and another developer acquired the parcel that abutted Southwick Drive, would they have to submit a site plan that would show their intent to make a connection with Southwick Drive. Mr. Bauer responded if a connection were proposed, the timeframe for the approval would run into July 1 and therefore would be under the UDO which would require an appeal to Council for the connection.

Council Member Mohn stated there were three parcels that were vacant that could be used as a connection and inquired if those parcels could also be closed. Mr. Bauer responded under the UDO any proposed connection to an existing neighborhood would require a notice, community meeting, and an appeal to the Council for consideration.

MOTION: Mayor Pro Tem Haire moved to deny the rezoning of the property to R6.

SECOND: Council Member Massey

VOTE: PASSED by a vote of 6 in favor (Council Members Haire, Massey, Davy, Mohn, Applewhite, and Bates) to 4 in

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opposition (Council Members Chavonne, Arp, Hurst, and Crisp)

- 7.2 Case No. P11-04F. Special Use Permit for mini-storage warehouses, 1.98 acres at 2638 Legion Road. Rorie Investments, LLC, owner.

Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and provided overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He reviewed aerial photos and stated the proposal for the property was for two mini-storage warehouses and the developer wanted to retain the area fronting Legion Road as future commercial development. He stated the Zoning Commission and Planning staff recommended approval subject to the following conditions:

1. The site plan;
2. Construction and operation of such facilities shall comply with the provisions of the general statutes of the State of North Carolina and any other applicable federal, state, or local codes including the City of Fayetteville Fire Code;
3. All required driveway permits shall be obtained;
4. The construction of the facilities and the future expansion indicated on the site plan must comply with the City's regulations regarding mini-warehouses at the time of construction;
5. The Special Use Permit would be null and void if the mini-warehouses would not receive a permit to construct within two years from the date of approval of the Special Use Permit; and
6. All outside lighting must be shielded to prevent light trespass to other properties.

A question and answer period ensued regarding the buffer and landscaping requirements.

This is the advertised public hearing set for this date and time. The public hearing was opened.

Mr. Chris Pusey, 409 Chicago Drive, Fayetteville, NC 28306, appeared in favor and stated he was part of the design team and the owner was present if there were any questions.

There being no one further to speak, the public hearing was closed.

MOTION: Council Member Davy moved to approve the Special Use Permit with the conditions as listed or modified.

SECOND: Council Member Arp

FRIENDLY AMENDMENT:

Council Member Bates made a friendly amendment to follow the current guidelines for appearance design.

Council Members Davy and Arp accepted the friendly amendment.

VOTE: UNANIMOUS (10-0)

7.3 Multifamily Recycling "Draft" Ordinance.

Mr. Jerry Dietzen, Environmental Services Director, presented this item and stated they had partnered with Sustainable Sandhills to conduct online and personal surveys with multifamily property managers, residents, and owners. He stated the survey respondents

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clearly stated they wanted a recycling program, were willing to pay for the service, wanted the flexibility to design their own program, wanted to work with their current contract haulers, and believed the program would not happen unless the City enacted a City-wide program or required a mandate. He stated they researched and contacted other North Carolina cities and counties to determine their current practices. He provided a brief history on recycling and reviewed highlights of the ordinance. He stated the effective date of the ordinance would be 180 days from the date of adoption and a how-to booklet with step-by-step instructions would be available.

A question and answer period ensued regarding the additional cost to implement the program and design of the containers for larger complexes. Mr. Dietzen responded the additional cost would include staff time, development of the step-by-step booklet, and review of sites on a periodic basis. He stated the design of the containers at larger complexes would be the responsibility of the management officer and the provider.

This is the advertised public hearing set for this date and time. The public hearing was opened.

Ms. Kristin Bradley, on behalf of Waste Management of Fayetteville, 6005 Whitmore Court, Fayetteville, NC 28306, appeared in favor and assured Council they could provide the multifamily recycling and tonnage reports to the customers.

There being no one further to speak, the public hearing was closed.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING CHAPTER 22, SOLID WASTE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE TO PROVIDE SPACE FOR APPROPRIATE CONTAINERS AND THE COLLECTION OF SINGLE-STREAM RECYCLABLES FROM MULTIFAMILY COMMUNITIES. ORDINANCE NO. S2011-003.

MOTION: Council Member Bates moved to adopt the ordinance making the appropriate amendments with a program start date of 180 days from adoption.
SECOND: Council Member Crisp
VOTE: UNANIMOUS (10-0)

8.0 OTHER ITEMS OF BUSINESS

8.1 Award a contract to LSV Partnership to perform an analysis on locating police substations.

Mr. Tom Bergamine, Chief of Police, presented this item and stated they were requesting to enter into negotiations with LSV Partnership regarding a study of potential sites for two substations. He stated the main focus of the contract would be the study of potential sites for full service substations based on crime patterns, infrastructure, historical trends, City growth, and projected growth. He stated there would also be preliminary design considerations based on the needs of a police substation to include that of the citizens which they would be serving. He stated the projected time for the study would be 16 weeks and the money was capped at \$50,000.00.

A question and answer period ensued regarding the bids received, the firm having the knowledge to study crime patterns and growth, substations offering other services such as yard sale permits, and combining fire and police stations. Mr. Bergamine responded bids were sent out to ten regional firms with only one responding. Mr. Charles Hunter, Police Captain, further responded negotiations with LSV would address study needs, substations providing other services, and the possibility of combining fire and police stations.

MOTION: Council Member Arp moved to authorize the City Manager or his designee to conduct the final negotiations with LSV

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Partnership as the architectural firm to conduct the requested study.

SECOND: Council Member Bates

VOTE: UNANIMOUS (10-0)

- 8.2 Special consideration for the Boys and Girls Club to serve alcohol at Cross Creek Park at their fundraising event.

Mr. Michael Gibson, Parks and Recreation Director, presented this item and stated a request was approved last year for the Boys and Girls Club at the Cross Creek Park where they held a fundraiser and they were requesting special consideration again.

Ms. Jenny Beaver, on behalf of the Boys and Girls Club of Cumberland, stated they were requesting permission to serve alcohol. She stated this was not a children's event but on behalf of the children and the invitation would state no children in attendance. She stated wrist bands would be provided to the adults who have paid and temporary fencing would be erected.

MOTION: Council Member Bates moved to approve.

SECOND: Council Member Hurst

VOTE: PASSED by a vote of 9 in favor to 1 in opposition (Mayor Pro Tem Haire)

- 8.3 Consideration of waiver of qualification based selection process for structural engineering services for Cape Fear River Trail.

Mr. Craig Hampton, Special Projects Director, presented this item and provided background on the Cape Fear River Trail. He reviewed a map showing the locations of Phases I and II. He stated Phase I was completed at a cost of \$1.8 million. He stated on July 24, 2006, City Council passed a resolution in support of funding from the Clean Water Trust Fund for Phase II. He stated Phase II was estimated at \$2.3 million and the funding consisted of \$1.3 million from the Clean Water Trust Fund with a balance of two NCDOT grants for a total of \$1 million and local matches. He stated construction would begin later this year and take approximately 8 to 9 months. He stated they were requesting a waiver of the qualification-based selection process for structural engineering services to save time and money. He stated the recommendation was to use the Phase I engineer due to the excellent work received on that project, cost, and knowledge of design and DOT specifications.

MOTION: Council Member Bates moved to authorize the City Manager or his designee to execute the contract as recommended.

SECOND: Mayor Pro Tem Haire

VOTE: UNANIMOUS (10-0)

- 8.4 Consideration of a Planned Neighborhood District General Site Plan application for property located on the southeast side of Bingham Drive across from Lakeridge Drive. Containing 56.22 acres more or less and being the property of Edgar L. Maness and wife and Robert C. Draughon and wife.

Mr. Craig M. Harmon, Planner II, presented this item and stated they received a general development plan for a Planned Neighborhood District (PND) called Bingham Place. He showed vicinity maps and provided overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He explained the PND development application process and stated after approval of the site plan by Council, the developer would have two years to submit a detailed site plan. He stated the Planning Commission and staff recommended approval based on (1) the submitted site plan meeting the minimum requirements for a general PND site plan and (2) the Planning staff and the Technical Review Committee reviewing the General Development Plan and accepting the layout and distribution of use areas as submitted. He stated staff had also noted to the developer that (1) a berm or more substantial fence and

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landscaping may be needed where the public edge was to the rear yard of the development, (2) a traffic impact analysis was likely to be required, and (3) open space should help connect or provide a natural corridor. He stated as one of the conditions the developer would have to change the proposed name of the site as there was already a development called Bingham Place.

A question and answer period ensued regarding whether a traffic impact study would be required and who would maintain the fence. Mr. Harmon explained whether a traffic impact study was conducted or not would be based on the detailed development plan and maintenance of the fence would be the responsibility of the property owner.

MOTION: Council Member Crisp moved to approve with the condition that the developer change the recommended name of Bingham Place.

SECOND: Council Member Massey

VOTE: UNANIMOUS (10-0)

8.5 Special Sign Permit request for temporary event signs for the Fort Bragg Fair from April 14 through May 15, 2011.

Ms. Karen Hilton, Planning and Zoning Division Manager, presented this item and stated the Special Sign Permit was allowed by the existing regulations for temporary events. She stated they were requesting ten signs and a banner. She stated staff recommended approval of the ten signs and denial of the banner.

Mayor Chavonne inquired if the UDO would provide an administrative solution to sign requests. Ms. Hilton responded in the affirmative and explained there would be options available if there were concerns.

A question and answer period ensued regarding public information being available explaining the requirements for signs and banners. Ms. Hilton responded there were a number of brochures and the requirements were provided on the application.

MOTION: Council Member Bates moved to grant the Special Sign Permit for up to ten signs to be put out on April 14, 2011, and to be removed by the end of the day on May 15, 2011, and deny the banner request.

SECOND: Council Member Applewhite

VOTE: UNANIMOUS (10-0)

9.0 ADMINISTRATIVE REPORTS

9.1 Revenue and expenditure report for annually budgeted funds for the five-month period ended November 30, 2010 and 2009.

Mr. Dale Iman, City Manager, presented this item and stated this was being provided as information only.

10.0 ADJOURNMENT

There being no further business, the meeting adjourned.

Respectfully submitted,

JENNIFER PENFIELD
Deputy City Clerk

ANTHONY G. CHAVONNE
Mayor

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FAYETTEVILLE CITY COUNCIL
WORK SESSION MINUTES
LAFAYETTE ROOM
MARCH 7, 2011
5:00 P.M.

Present: Mayor Anthony G. Chavonne

Council Members Keith Bates, Sr. (District 1); Kady-Ann Davy (District 2); Darrell J. Haire (District 4); Bobby Hurst (District 5); William J. L. Crisp (District 6); Theodore W. Mohn (District 8); James W. Arp, Jr. (District 9)

Absent: Council Members Robert A. Massey, Jr. (District 3);
Valencia A. Applewhite (District 7)

Others Present: Dale E. Iman, City Manager
Doug Hewett, Assistant City Manager
Kristoff Bauer, Assistant City Manager
Karen M. McDonald, City Attorney
Brian Meyer, Assistant City Attorney
Renner Eberlein, Assistant City Attorney
Lisa Smith, Chief Financial Officer
Tracey Broyles, Budget and Evaluation Manager
John Kuhls, Human Resource Development Director
Tom Bergamine, Chief of Police
Patricia Bradley, Police Attorney
Christopher Davis, Police Lieutenant
Jerry Dietzen, Environmental Services Director
Victor Sharpe, Community Development Director
Randy Hume, Transit Director
Bart Swanson, Housing and Code Enforcement Division
Manager
Jeff Thompson, Chairman, Fayetteville Advisory
Committee on Transit
Members of the Press

1.0 CALL TO ORDER

Mayor Chavonne called the meeting to order.

2.0 INVOCATION

The invocation was offered by Council Member Crisp.

3.0 APPROVAL OF AGENDA

MOTION: Council Member Mohn moved to approve the agenda.
SECOND: Council Member Arp
VOTE: UNANIMOUS (8-0)

4.0 OTHER ITEMS OF BUSINESS

4.1 Fayetteville Advisory Committee on Transit Service Enhancement Recommendations

Mr. Randy Hume, Transit Director, presented this item. He provided background information on the Transportation Development Plan (TDP) and stated the service recommendations of the TDP were included in the FY 2010 budget and had been implemented. He stated no service improvements were made last year because of the budget situation, but several capital improvements were made. He introduced Mr. Jeff Thompson, the Chairman of the Fayetteville Advisory Committee on Transit Service (FACT).

Mr. Jeff Thompson, FACT Chairman, stated the Committee's goal was to offer a comprehensive and complete system for the next several years and develop the system into a metropolitan bus system. He

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stated they wanted to continue to focus on the needs of the elderly and disabled and issues such as fare changes, long-range plans, and projects were not on the table at this time. He reviewed the following service enhancement recommendations for FY 2011-2012:

	Weekday		Saturday		Annual Hours	Annual Operating Cost
	Hours	# Week Days	Hours	# Sat		
Route 15 - Evening Service						
Weekday	6.0	256			1,536	\$ 96,768
Saturday			6.0	53	318	20,034
Route 7 - Evening Service						
Weekday	3.0	256			768	43,384
Saturday			3.0	53	159	10,017
Route 8 - Evening Service						
Weekday	3.0	256			768	48,384
Saturday			3.0	53	159	10,017
Route 5 - Evening Service						
Weekday	3.0	256			768	48,384
Saturday			3.0	53	159	10,017
Extend Paratransit - Evening Service						
Weekday	5.5	256			1,408	88,704
Saturday			5.5	53	292	18,365
Extend Service to CFV - North Pavilion						
Weekday	1.5	256			384	24,192
Saturday			1.5	53	80	5,009
Total						\$428,274

Council Member Hurst inquired when they would begin discussions on the bus fares. Mr. Thompson responded he could not put a date on it but could bring the matter to the Committee's attention if Council desired.

Council Member Mohn inquired if shelters and benches should be considered in the Capital Improvement Plan (CIP). Mr. Dale Iman, City Manager, responded those were budgeted in the operations budget as well as in the vehicles budget.

Discussion ensued regarding the age of the buses on the road and advertising on the buses and concerns were raised that advertising would damage the buses. Mr. Iman stated the state had given a strong indication that they would no longer participate in funding the TDP annual capital plan.

No action was taken on this item.

4.2 Residential Recycling Program Update

Mr. Jerry Dietzen, Environmental Services Director, presented this item and provided an update. He stated the recycling fee was adjusted last year from \$42.00 to \$38.00. He stated the participation rate was between 65 and 70 percent and they recycled 1,122 additional tons more than last year. He stated the recycling fund at this time was healthy and at the current rate they could maintain the \$38.00 fee for four years. He stated there were a couple of issues such as recycling not being collected on holidays and creating overflow in the carts and 35-gallon carts not being large enough for the super recyclers. He stated a solution for holiday collection would be to modify the existing contract. He stated they received a quote from Waste Management for \$35,700.00 per year which would be \$5,100.00 per holiday. He stated a cart exchange program could be established in which customers would exchange their smaller carts for a large cart and pay the difference. He stated they would come back with a cost for that option. He stated they were recommending as part of the exchange program that the large cart remain with the home and that a cap be placed on the number of transfers.

A question and answer period ensued regarding holiday collection with Mr. Dietzen explaining they were looking for an alternate day for collection.

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Mr. Iman inquired if they would have the equipment and staffing. Mr. Dietzen responded in the affirmative.

A question and answer period ensued regarding the size of the recycling carts and the option of homeowners having two carts. Mr. Dietzen responded he would have to get a quote on that option.

No action was taken on this item.

4.3 Presentation of Recommended Fiscal Year 2012-2016 Capital Improvement Plan (CIP) and Information Technology Plan (ITP)

Mr. Dale Iman, City Manager, presented this item and explained an Information Technology Plan had been created. He explained the minimum estimated project cost for the Capital Improvement Plan (CIP) was \$50,000.00 and included infrastructure and facility projects, as well as significant maintenance projects, and excluded vehicle and operating equipment (new and replacement). He explained the minimum estimated project cost for the Information Technology Plan (ITP) was \$25,000.00 and included technology and software projects and upgrades. He stated the adopted 2011-2015 CIP was updated with current estimated costs, funding sources, and timelines; additional project needs identified by departments; priority projects matched to projected available resources; and technology projects separated into an ITP. He stated operational mandates and safety considerations were important and would be a part of the prioritization process. He reviewed the funding sources for the plans.

Mr. Iman briefly highlighted the funding projections during which discussion ensued with questions and answers regarding the funding. Mr. Iman explained this was a plan and not the budget which would change every year based on opportunity and as needs changed.

Mr. Kristoff Bauer, Assistant City Manager, explained the purpose of the CIP and reviewed the projects on the CIP and ITP plans during which discussion ensued with questions and answers regarding the projects.

Mr. Bauer explained the purpose of the ITP and stated the challenge they were facing was matching the level of service expectations with the resources allocated to the service. He stated they were moving forward with a study with the School of Government to take a look at the available resources and level of service being provided.

Discussion with a question and answer period ensued regarding outsourcing Information Technology services. Mr. Iman explained they were losing staff because they were not paying competitive wages. Mr. Bauer stated they would need to do more research on this type of investment. Mr. Iman further explained the Jacobstein Study had suggested an \$800,000.00 increase to outsource and suggested using City and PWC employees.

Mayor Chavonne requested bringing the study back to a future work session.

Ms. Lisa Smith, Chief Financial Officer, explained the next steps in the CIP and reviewed the following future debt capacity:

- Capital Funding Plan
 - o Maintain tax rate equivalent contribution at 5.65 cents per fiscal year
 - o Dedicate Hope VI incremental tax revenues to the CFP through FY 2021 to pay back interfund loan for the project
 - o Dedicate incremental tax revenues in CBTD and other funding to pay debt service for parking deck

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- o Low point in debt capacity is FY 2015
- o Significant debt capacity in FY 2018 and beyond as portions of existing debt are retired
- o Does not include debt service for proposed parks and recreation bond projects
- Storm Water Funding Plan
 - o Have sufficient capacity to issue \$8.9 million in summer 2011
 - o Based on preliminary funding model, future debt issuances will require a fee increase

No action was taken on this item, however, Mayor Chavonne earlier in the presentation requested the Jacobstien study be brought back to a future work session.

4.4 Update on Probationary Rental Occupancy Permit

Mr. Doug Hewett, Assistant City Manager, presented this item and provided an overview of the Probationary Rental Occupancy Permit (PROP) program. He stated PROP was designed for problem residential rental properties that repeatedly violate the City Code or were locations of criminal activity. He explained the process and stated if an event such as a code violation or criminal activity was sighted at a residential rental property, the owner would be notified and informed of the PROP program. He stated at that time each additional event would be tracked for a two-year period until a threshold was met at which time the property would be required to go into the PROP program. He stated once in PROP, the property would have to be in compliance for two years. He stated if there was compliance and no additional violations at the end of the two-year period, the property would be automatically removed from PROP. He stated if there was failure to comply within the two-year period, it could lead to the City restricting rental of the property for a two-year period. He stated there was also an annual fee required for all PROP properties.

Council Member Applewhite inquired if the owner of the rental property had other rental properties, would the other properties be affected by PROP also. Mr. Brian Meyer, Assistant City Attorney, responded if there was a third violation on the problem property while in PROP, then the restriction would also apply to any other property they have in the PROP program.

A question and answer period ensued regarding problems occurring at apartment complexes. Mr. Hewett explained apartment buildings could be subject to PROP as well as individual apartments depending on the situation, but PROP would not deal with large apartment complexes. He stated the PROP program was designed to deal with single-family homes, duplexes, and triplexes that were in established residential neighborhoods.

Mr. Christopher Davis, Police Lieutenant, provided information on criminal activities and stated they would initially be looking for activities involving drugs, prostitution, alcohol, weapons, and public disturbances. He stated they would be going with arrests as opposed to convictions as it would be a logistical nightmare to keep track of convictions from an administrative standpoint. He stated from a police standpoint, if they were going to have any impact, they would need to go with arrests.

Mr. Bart Swanson, Housing and Code Enforcement Division Manager, reviewed the code violations included in the ordinance to include violations by re-occupancy of a dwelling previously found unsafe, noise, solid waste, housing, junked vehicles, animal, and home occupation.

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Mr. Doug Hewett, Assistant City Manager, reviewed the following assumptions for the PROP program:

Costs

- One-time costs of \$16,400.00
 - Initial advertising, marketing, and education
 - Office setup and computers
- Annual reoccurring costs of \$118,553.00
 - 1 full-time Inspector, 1 full-time Paralegal, 1 part-time Office Assistant (94% of annual reoccurring costs)
 - Minimal education and marketing
 - Cell phone, training, supplies, memberships, and mileage
- Costs Not Included
 - No additional software costs
 - No indirect costs
 - No court costs

Revenue

- \$500.00 per year for two years per property
- 100% of fees are collected
- Owners enrolled in PROP are kept to a minimum
- No rental registration fee
- 15 properties the first year, average 30 per year thereafter

Mr. Hewett explained for four years the total direct cost of the program would be \$490,613.00, total revenue assumed would be 52,500.00, and total investment of General Fund would be \$438,113.00.

Discussion and a question and answer period ensued regarding whether other staffing could be utilized until the program was fully operational. Mr. Hewett responded in the affirmative.

A question and answer period ensued regarding whether additional penalties or fees could be put on the violators to increase the revenue or whether the penalties could be increased. Ms. McDonald responded on the inspection side each of the violations had penalties and those could be increased.

Council Member Davy inquired what the next step would be. Mr. Hewett responded the next step would be to hold a public hearing before adoption of the ordinance.

Consensus of Council was to move forward with the public hearing.

4.5 Update on the Murchison Road Redevelopment Plan

Mr. Victor D. Sharpe, Community Development Director, presented this item and provided an update on the project. He stated there were funding issues with the cut of the Community Development Block Grant (CDBG) funding and the current Section 108 loan default. He stated it was likely the City would not recoup those funds and it was being recommended that the funding plans be reviewed. He stated the first phase of the project would involve acquiring the property, demolishing, and relocating the property owners. He stated the first phase of \$2.7 million would be funded with a Section 108 loan. He suggested optional funding of using existing funding sources such as CDBG funds with the Hope VI project, for which they were reaching the end of the five-year period, and transitioning those funds for the first phase of the project.

Discussion and a question and answer period ensued regarding the grant cuts, acquisition of the properties, condemnation, and locating another site.

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Consensus of Council was to come back in April with a new model for Council to consider based on the different factors. Mr. Sharpe stated they would be coming to Council with the Annual Action Plan that would deal with the funding.

4.6 Limited English Proficiency Policy Update

Mr. John Kuhls, Human Resource Development Director, presented this item and provided background information. He stated the census data demonstrated a significant growth in a variety of populations including the Hispanic population. He stated the City currently used a departmental approach to address Limited English Proficiency (LEP) and supporting practices where applicable. He stated they were seeking feedback from Council.

Council Member Applewhite inquired if they were in compliance with the Civil Rights Act. Ms. McDonald responded that all departments receiving federal funds were required to have a plan. She stated the departments were in compliance but there was a push at the national level for adoption of a comprehensive plan. She stated the Human Relations Department was in the beginning stages of creating a comprehensive plan.

Mr. Doug Hewett, Assistant City Manager, stated they have held several meetings and plan to have something for review by the City Manager and City Attorney.

4.7 City Attorney Items

(a) Council Policy Nonprofit Funding

Ms. Karen McDonald, City Attorney, presented this item and provided background information. She stated the directive of Council at the last work session was to revise the policy consistent with current practices. She reviewed the proposed revisions and requested direction from Council.

Mr. Dale Iman, City Manager, inquired what the Council wanted to do with the agencies that were providing services to the City and the City was currently funding with nonprofit funding.

Discussion ensued regarding the organizations with Mr. Iman reviewing their placement on the list.

Discussion ensued regarding Fascinate U Museum and the Aiborne and Special Operations Museum qualifying for money out of the hotel occupancy tax and how the organizations were chosen for funding. Mayor Chavonne explained the Council would make a decision every year on which organization would be on the list and a change could be made in the upcoming budget.

Discussion ensued regarding moving the Child Advocacy Services to the Police Department for evaluation and reviewing the other four against the current practices of the Arts Council and Community Development Department to see if they would have an opportunity to apply and report the findings to Council. Mr. Sharpe explained the only way they would be able to do that was if the goals were for the programs they offer to benefit low- to moderate-income persons.

Consensus of Council was to hold off on modifying the policy.

(b) Approval of City Council Minutes:

- August 2, 2010 - Work Session Meeting
- August 9, 2010 - Regular Meeting
- August 23, 2010 - Dinner and Discussion Meeting
- October 6, 2010 - Agenda Briefing
- October 11, 2010 - Dinner and Discussion Meeting
- October 11, 2010 - Regular Meeting

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Ms. Karen McDonald, City Attorney, presented this item and stated they were requesting approval of the minutes as the minutes were needed as part of pending litigation.

MOTION: Council Member Hurst moved to approve the minutes.
SECOND: Council Member Bates
VOTE: PASSED by a vote of 7 in favor to 1 in opposition (Council Member Arp)

4.8 Council Member Request(s): (In order of receipt date)

- (a) Council Member Mohn - City Council Policy 115.11 - Replacing a Vacancy on the City Council

Council Member Mohn presented this item and reviewed the proposed revisions to the policy. He stated the revisions would cover identifying the event that would mandate the replacement, the timeframe to make a selection, and the requirement that a sitting Council member would be required to vote on their replacement unless they had vacated their position prior to the City Council calling for a vote. He further reviewed the proposed process.

Discussion ensued regarding the proposed revisions.

Consensus of Council was to bring the proposed revisions back to Council for approval.

- (b) Council Member Arp - Small Business Defense Contract Network Opportunity

Council Member Arp presented this item and stated they should encourage the Chamber of Commerce or other organizations to look at a small business defense contract network. He stated the Charleston Defense Contracting Association at their quarterly meetings invite small defense contractors and large defense contractors and the Navy. He stated the purpose of the meetings was for entities to network with each other and look at the contract opportunities that were coming out of the command for the next year plus. He stated it would be good from an economical standpoint if they could assimilate the same type of program here and build that kind of synergy here within the community to help their growing defense contracting network.

Discussion ensued regarding adding this to the contract with the Chamber of Commerce.

Consensus of Council was to have the Chamber of Commerce look into this matter.

5.0 ADJOURNMENT

There being no further business, the meeting adjourned.

Respectfully submitted,

JENNIFER PENFIELD
Deputy City Clerk

ANTHONY G. CHAVONNE
Mayor

030711

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FAYETTEVILLE CITY COUNCIL
DINNER AND DISCUSSION MEETING MINUTES
EXECUTIVE CONFERENCE ROOM
MARCH 14, 2011
6:00 P.M.

Present: Mayor Anthony G. Chavonne

Council Members Keith Bates, Sr. (District 1); Kady-Ann Davy (District 2); Darrell J. Haire (District 4); Bobby Hurst (District 5); William J. L. Crisp (District 6); Valencia A. Applewhite (District 7); Theodore W. Mohn (District 8); Council Member Elect James W. Arp, Jr. (District 9)

Absent: Council Member Robert A. Massey, Jr. (District 3)

Others Present: Dale E. Iman, City Manager
Kristoff Bauer, Assistant City Manager
Doug Hewett, Assistant City Manager
Karen M. McDonald, City Attorney

Mayor Chavonne called the meeting to order.

Closed session for consultation with the attorney.

MOTION: Council Member Hurst moved to go into closed session for litigation regarding Festival Park Plaza, the Capitol Project, and a personnel matter.
SECOND: Council Member Bates
VOTE: UNANIMOUS (9-0)

The regular session recessed at 6:05 p.m. The regular session reconvened at 6:35 p.m.

MOTION: Council Member Mohn moved to go into open session.
SECOND: Council Member Bates
VOTE: UNANIMOUS (9-0)

Council Member Bates inquired what the plans were for Chief Nichol's replacement. Mr. Dale Iman, City Manager, explained the process.

Mayor Chavonne requested an update on the forum. Mr. Iman explained Mr. Tom Bergamine, Chief of Police, had a committee working on some of the recommendations and anticipated an update in April.

Mayor Chavonne then reviewed the agenda items.

There being no further business, the meeting adjourned at 6:45 p.m.

Respectfully submitted,

KAREN M. MCDONALD
City Attorney

ANTHONY G. CHAVONNE
Mayor

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FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
CITY HALL COUNCIL CHAMBER
MARCH 14, 2011
7:00 P.M.

Present: Mayor Anthony G. Chavonne

Council Members Keith Bates, Sr. (District 1); Kady-Ann Davy (District 2); Darrell J. Haire (District 4); Bobby Hurst (District 5); William J. L. Crisp (District 6); Valencia A. Applewhite (District 7); Theodore W. Mohn (District 8); Wesley A. Meredith (District 9)

Absent: Council Member Robert A. Massey, Jr. (District 3)

Others Present: Dale E. Iman, City Manager
Doug Hewett, Assistant City Manager
Kristoff Bauer, Assistant City Manager
Karen M. McDonald, City Attorney
Lisa Smith, Chief Financial Officer
Karen Hilton, Planning and Zoning Division Manager
Nathan Walls, Public Information Specialist
Members of the Press

1.0 CALL TO ORDER

Mayor Chavonne called the meeting to order.

2.0 INVOCATION

The invocation was offered by Father Michael Patrick Cassabon, Saint Patrick's Parochial Vicar.

3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was recited by those in attendance.

4.0 APPROVAL OF AGENDA

MOTION: Council Member Bates moved to approve the agenda.

SECOND: Council Member Crisp

VOTE: UNANIMOUS (9-0)

5.0 ANNOUNCEMENTS AND RECOGNITIONS

Mayor Chavonne announced March was declared Women's History Month and recognized Postmaster Dean Fields who would be unveiling a stamp to honor a woman who had moved history forward through her intellect, talent, courage, and persistence.

Postmaster Dean Fields stated he would be unveiling a stamp of Barbara Jordan which would be available in September. He stated Ms. Jordan was one of the first African-American women to join the Texas State Legislature and be elected to the Texas Senate and U.S. House of Representatives. He stated she was well known for her speaking talents and traveled across country as a renowned national speaker. He stated she captured the attention and admiration of the nation with her intelligence, integrity, ardent patriotism, and steadfast dedication to public service. Mayor Chavonne and Postmaster Fields unveiled the postage stamp in honor of Barbara Jordan.

6.0 PUBLIC FORUM

Mr. Iman Eronomy Mohammed, 2700 Murchison Road, Fayetteville, NC 28303, spoke regarding BRAC, Fayetteville State University, and medical care.

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7.0 CONSENT

MOTION: Council Member Mohn moved to approve the consent agenda with the exception of Item 7.2.
SECOND: Council Member Bates
VOTE: UNANIMOUS (9-0)

7.1 Special Sign Permit request for temporary event signs for the Southeastern North Carolina Asian Indian Association Indian Festival on April 9, 2011.

Staff recommended Council grant the special sign permit with a limit of 25 signs to be put out March 26, 2011, and removed by April 10, 2011.

7.2 Award contract for the purchase of signs for "Wayfinding Signs - Phase I" project.

This item was pulled for discussion by Council Member Mohn.

Ms. Karen Hilton, Planning and Zoning Division Manager, presented this item and briefly reviewed the background of Phase I of the project, the design of the signs, and the project funds to date. She stated staff recommended Council award the contract to Signs Etc., Charlotte, NC, in the amount of \$215,074.00. Bids were received on February 21, 2011, as follows:

Signs Etc. (Charlotte, NC)	\$215,074.00
Rite Lite Signs (Concord, NC)	\$256,181.00
Bunting Graphics, Inc. (Verona, PA)	\$257,640.97
Architectural Signing Inc. (Norcross, GA)	\$313,863.27
Geographics Industries, Inc. (Harrison, OH)	\$347,901.00
Big Apple Visual Group (Fishers, IN)	\$355,233.00
Color-Ad Inc. (Manassas, VA)	\$359,031.00
Schlosser Signs, Inc. (Loveland, CO)	\$386,111.00
Architectural Graphics Inc. (Virginia Beach, VA) ...	\$419,451.00
Henry Inc. (Decatur, GA)	\$457,614.97

A question and answer period ensued regarding local bidders not bidding on the projects and installation of the signs. Ms. Hilton explained significant effort was made to make sure all local sign companies were included in the process. She further explained they may not have received local submissions because wayfinding signs were different from the normal signs for business and have to meet a wide variety of DOT standards when used along the roadways. She stated there was a list of City-approved businesses for installation of signs.

MOTION: Council Member Mohn moved to deny authorization to execute the contract to Signs Etc., Charlotte, NC, in the amount of \$215,074.00 for the purchase of wayfinding signs.

The motion died due to lack of a second.

MOTION: Council Member Bates moved to approve the contract as recommended from staff.
SECOND: Council Member Hurst
VOTE: PASSED by a vote of 8 in favor to 1 in opposition (Council Member Mohn)

8.0 PUBLIC HEARING

8.1 LaGrange and Summerhill public hearing.

Mr. James Rose, PWC Chief Administrative Officer, presented this item and stated the public hearing was for the LaGrange and Summerhill annexation project to provide sanitary sewer service to Areas 6 and 7 of the Phase 5 annexation. He reviewed the site plan and provided the following project information:

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Sanitary Sewer Cost

- Total project cost: \$5,376,374.00
- Number of parcels served: 454
- Average cost per parcel served: \$11,790.00
- Cost of mains: \$5,013,160.00
- Linear feet: 34,958
- Average per linear foot cost: \$143.00

Property Assessment

- Typical single-family residential lot: \$5,000.00
- For non-single family residential properties, a per front foot rate of \$55.56 with a 90 foot minimum plus the area average lateral charge of \$783.00.

Payment Options

- In full (no interest if paid within 30 days from notice)
- Financing Terms
 - 10-year term
 - 8% interest rate
 - Annual or monthly installments

Mr. Rose stated the resolution confirming the assessment roll and levying assessments would come before Council on March 28, 2011, for adoption; the assessment notice to property owners would be mailed on March 30, 2011; and the notice would be published in the newspaper on April 18, 2011.

This is the advertised public hearing set for this date and time. The public hearing was opened.

Ms. Christina Kole, 1935 Washington Street, Wilmington, NC 28401, appeared in opposition and stated she inherited a house at 232 Ramona Drive in LaGrange but did not live in Fayetteville. She expressed concern for the amount of the assessment and felt there should be other options for those who own property in Fayetteville but do not reside in Fayetteville.

Mrs. Gerda Hepner, 7579 Deerwood Drive, Fayetteville, NC 28303, appeared in opposition and expressed concern with the equipment being driven by her home causing severe dust issues.

There being no one further to speak, the public hearing was closed.

No action was taken on this item.

9.0 OTHER ITEMS OF BUSINESS

- 9.1 Consider Adoption of Budget Ordinance Amendment 2011-8, Capital Project Ordinance 2011-10, Special Revenue Project Ordinance 2011-10 and Associated Resolutions Authorizing Grants (FY2011 Transit Capital and Planning Grants).

Mr. Randy Hume, Transit Director, presented this item and provided a brief overview of the grant. He reviewed the following information regarding the Federal Transit Capital Grant:

FTA Grant NC-90-X469

- Federal Transit Administration (FTA) - Formula Section 5307 Grant
- Approved by FTA and Grant Contract executed in December 2010

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- State funding application submitted in December 2010 - If approved, would provide approximately 50 percent of required matching funds.

Vehicle Projects

- New Revenue Vehicles
 - 3 Replacement Buses - Hybrid Electric
 - 3 Replacement FAST TRAC! Vans
- Retrofit Vehicle Cooling Systems
 - 8 Buses - Reduces Engine Temperatures

Other Capital Projects

- Parking Lot Replacement
 - Concrete Bus Parking Area
 - Asphalt Light Vehicle Areas
- Scheduling Software
- Bus Stop Improvements
 - Shelters and Benches
 - Sidewalk Projects

Planning Projects

- Service Planning
 - Route Monitoring
- Civil Rights Programs
 - EEO, DBE, Title VI
- Training and Staff Development

Grant Summary

Vehicle Projects	\$2,195,000.00
Other Capital Projects	661,131.00
Planning Projects	235,147.00
ADA and Maintenance*	<u>1,357,377.00</u>
Total Grant Project	\$4,448,655.00
Federal	\$3,618,774.00
Local (and State)	\$829,881.00

*Note: Included in Operating Budget

Ms. Lisa Smith, Chief Financial Officer, then reviewed the budget items for consideration as follows:

- Capital Project Ordinance 2011-10 sets the \$2,856,131.00 budget for the buses, vans, renovations, shelters, sidewalks

Funding sources*:

Federal	\$2,344,755.00
General Fund	\$511,376.00

*No state funds currently awarded

- Special Revenue Project Ordinance 2011-10 sets the \$235,147.00 budget for planning projects

Funding sources*:

Federal	\$188,118.00
General Fund	\$47,029.00

*No state funds currently awarded

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- Budget Ordinance Amendment 2011-8 increases General Fund contribution for Transit by \$197,490.00 to meet match requirements for capital and planning grants
- Two resolutions will authorize the City to enter into a state contract should grant match funding become available

A question and answer period ensued regarding the funding and lack of state support. Ms. Smith explained the original budget for planning and capital was approximately \$234,000.00 and to that \$126,000.00 remained from last year's budget. She stated they were proposing they use the \$234,000.00 that was in the original budget plus the \$126,000.00 that remained at year-end last year. She stated they would still need another \$197,000.00 and were requesting that Council approve the increase for the \$197,000.00.

RESOLUTION AUTHORIZING CITY OF FAYETTEVILLE TO ENTER INTO AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (FY 2011 TRANSIT CAPITAL GRANT NC-90-X-0469). RESOLUTION NO. R2011-010.

RESOLUTION AUTHORIZING CITY OF FAYETTEVILLE TO ENTER INTO AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (FY 2011 TRANSIT PLANNING GRANT NC-90-X-0469). RESOLUTION NO. R2011-011.

MOTION: Council Member Hurst moved to adopt Budget Ordinance Amendment 2011-8, Capital Project Ordinance 2011-10, Special Revenue Project Ordinance 2011-10, and the two accompanying state grant resolutions.

SECOND: Mayor Pro Tem Haire

VOTE: UNANIMOUS (9-0)

9.2 FY 2012 State Legislative Agenda Update

Ms. Rebecca Rogers-Carter, Management Services Manager, presented this item and stated the 2011-2012 biennium of the North Carolina General Assembly convened on January 26, 2011. She stated the Fayetteville's legislative delegation's support and advocacy was instrumental in assisting the City with acquiring the authority to establish certain programs and in securing community assets. She stated to ensure the delegation was aware of the City's needs and interests, a legislative agenda was prepared for review and action. She stated the following list represented the needs and interests identified for presentation to the delegation:

- Oppose legislation impacting municipal services which:
 - Balances the State budget using state collected local government revenues
 - Creates unfunded mandates for local governments
 - Limits the ability of municipalities to grow in a reasonable manner while providing quality municipal services
 - Imposes a moratorium on local governments providing broadband services to their community
- Support legislation that enhances and protects municipal programs, specifically in public safety, transportation and sustainability
 - Creates parity of fines for speeding convictions in school zones and construction zones
 - Revises the nuisance abatement law
 - Establishes traffic light camera programs that improve safety in our community and protect municipal resources and interests

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- o Appropriates additional funds to the State Fire Protection Grant
 - o Provides additional funding for local transit systems
 - o Provides additional funding to address local transportation infrastructure needs
 - o Provides for funding of climate change adaptation plans and encourages energy efficiency audits for municipalities
- Endorse the 2011-2012 North Carolina League of Municipalities Advocacy Goals

She stated they were requesting adoption of the proposed state legislative agenda so that they could move forward in communicating the City's interests to the elected representatives in Raleigh.

MOTION: Council Member Mohn moved to approve the 2011-2012 state legislative agenda for presentation in the form of a resolution to the City's legislative delegation for their review and action.

SECOND: Mayor Pro Tem Haire

VOTE: PASSED by a vote of 8 in favor to 1 in opposition (Council Member Crisp)

10.0 ADMINISTRATIVE REPORTS

10.1 Monthly statement of taxes for February 2011.

2010 Taxes	\$1,224,642.50
2010 Vehicle Taxes	358,917.09
2010 Revit	3,444.39
2010 Vehicle Revit	273.08
2010 FVT	48,282.41
2010 Transit Tax	48,282.41
2010 Storm Water	54,035.40
2010 Fay Storm Water...	108,070.95
2010 Recycle Fee	67,849.76
2010 Annex.....	0.00
2009 Taxes	8,015.55
2009 Vehicle Taxes	50,122.23
2009 Revit	0.71
2009 Vehicle Revit	3.48
2009 FVT	8,917.79
2009 Transit Tax	8,917.72
2009 Storm Water	119.34
2009 Fay Storm Water...	238.65
2009 Recycle Fee	340.32
2009 Annex.....	0.00
2008 Taxes	1,572.90
2008 Vehicle	4,576.15
2008 Revit	0.00
2008 Vehicle Revit	0.00
2008 FVT	974.69
2008 Transit Tax	741.40
2008 Storm Water	74.76
2008 Fay Storm Water...	73.42
2008 Recycle	128.49
2008 Annex.....	0.00
2007 Taxes	1,077.72
2007 Vehicle	1,981.34
2007 Revit	0.00
2007 Vehicle Revit	0.00
2007 FVT	436.82
2007 Storm Water	26.43
2007 Fay Storm Water...	24.00

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2007 Annex.....	0.00
2006 and Prior Taxes	1,094.69
2006 and Prior Vehicle	5,414.26
2006 and Prior Revit	0.00
2006 and Prior Vehicle Revit	0.00
2006 and Prior FVT	1,085.43
2006 and Prior Storm Water	29.30
2006 Annex.....	0.00
Interest	55,849.05
Revit Interest	88.47
Storm Water Interest	1,398.04
Fay Storm Water Interest	2,727.12
Annex Interest	0.00
Fay Recycle Interest	1,919.07
Total Tax and Interest	\$2,071,767.33

11.0 ADJOURNMENT

There being no further business, the meeting adjourned.

Respectfully submitted,

JENNIFER PENFIELD
Deputy City Clerk

ANTHONY G. CHAVONNE
Mayor

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FAYETTEVILLE CITY COUNCIL
SPECIAL BUDGET MEETING MINUTES
LAFAYETTE ROOM
MARCH 22, 2011
5:00 P.M.

Present: Mayor Anthony G. Chavonne

Council Members Keith Bates, Sr. (District 1); Kady-Ann Davy (District 2); Robert A. Massey, Jr. (District 3); Darrell J. Haire (District 4); Bobby Hurst (District 5); William J. L. Crisp (District 6); Theodore W. Mohn (District 8); James W. Arp, Jr. (District 9)

Absent: Council Member Valencia A. Applewhite (District 7)

Others Present: Dale E. Iman, City Manager
Kristoff Bauer, Assistant City Manager
Karen M. McDonald, City Attorney
Lisa Smith, Chief Financial Officer
Tracey Broyles, Budget and Evaluation Manager
Nathan Walls, Public Information Specialist
Members of the Press

Mayor Chavonne called the meeting to order.

Fiscal Year 2011-2012 Budget

Mr. Dale Iman, City Manager, presented this item and provided an overview of the presentation. He stated they would be discussing the impact of the census count, the unavoidable cost increases, the unexpected cost decreases, the need to address employee wages both short term and long term to recruit and retain workforce, and the zero sum budget. He provided an overview of the budget process to date and emphasized the preliminary revenue projections were based on the best information they had to date and the estimates would change as more information was gathered. He reviewed the following preliminary revenue projections:

- Preliminary estimates only - best information available
- Estimates will change
- Have not received guidance on state shared revenues
- Projections reflect the impact of the 2010 Census
- Federal and state impact on budget is not known
- Have not included any revenues/expenditures for Gates IV annexation

Discussion and a question and answer period ensued regarding where the funds would come from if the Gates IV annexation were approved with Mr. Iman explaining there would be a budget amendment to appropriate from the fund balance to cover the expenditures. He stated the revenues would come in after the taxes were levied.

Ms. Lisa Smith, Chief Financial Officer, stated revenue projections were not completed on the revenues received from fees such as recreation and permits. She stated they were focusing on the revenue sources contributing over 70 percent of the general fund revenue strength which included property tax, sales tax, and state-shared revenues received, as well as the transfer from the Public Works Commission. She explained the 2011 original budget was compared to the 2012 original budget and provided an overview of the following preliminary revenue projections:

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	Increase/ (Decrease) *
Property Tax	\$1,113,000.00
Sales Tax	1,504,000.00
Beer and Wine	(15,000.00)
Powell Bill	68,000.00
Census Impact	(923,000.00)
SAFER Grant (Firefighters)	(224,000.00)
PWC Transfer	(108,000.00)
Total of Above	\$1,415,000.00

*Change over FY 2011 Original Budget

Ms. Smith explained the figures for the sales tax, beer and wine tax, and Powell Bill were before the impact of the census change.

Discussion ensued regarding the SAFER Grant with Ms. Smith explaining the revenue source would ultimately go away. She stated the decline was anticipated but other revenues were not substituted to replace it and now was impacting the rest of the general fund budget. She provided an overview of the following general fund base budget requests:

	FY 2011 Original Budget (In Millions)	FY 2012 Budget Request* (In Millions)	Change
Personnel	\$ 81.7	\$ 82.8	\$1.1
Operating	19.8	21.8	2.0
Contract Services	11.9	12.9	1.0
Capital Outlay	5.1	5.6	.5
Other	15.7	19.6	3.9
Total	134.2	142.7	8.5
F/B Appropriation	(2.9)	(5.6)	(2.7)
Total, Net of Fund Balance	\$131.3	\$137.1	\$5.8

*Includes Proposed FY 2012 Pay Adjustments and PROP Program

Discussion and a question and answer period ensued regarding pay adjustments with Ms. Smith explaining pay adjustments included 2 percent for general employees and 4 to 5 percent step increases for police (5 percent for police officers and 4 percent for upper ranks).

Discussion and a question and answer period ensued regarding the contract services with Ms. Smith explaining it was primarily the election cost that occurs every other year, Goodyear, and the landfill fees submitted for street sweeping. Mr. Iman explained the majority of the street sweeping was for NCDOT roads maintained by the City. He informed Council that NCDOT was put on notice for negotiations to increase the rate.

Ms. Smith explained the capital outlay was primarily for vehicle replacement. She stated Information Technology (IT) was included in the other category. Mr. Iman interjected and stated the issue with IT was not the investment by Council but the investment in human resource. He stated they do not have the people to implement the software and the hardware. He stated they have \$500,000.00 remaining in the line item for new computers for the current year but do not have the people to deploy those units and do not have the people to do the training. He stated people were coming in and getting a few months training and then going to Fort Bragg.

Discussion and a question and answer period ensued regarding the human resource issue of IT not being able to retain employees and the possibility of redirecting some of the hardware for contract services. Mr. Iman explained the wages were an ongoing expense and they would not have the revenue to make it up next year. He stated they have hired contract employees within the last three weeks that were desktop supporters and not trainers. He stated the money that was designated for the computers was put there for a reason because they had identified computers that needed to be replaced. He stated the School

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of Government was doing a study and they would move forward from that. He stated the long-term picture had to be solved and he was hearing Council say that the priority was putting more money into IT in the long term.

Mr. Kristoff Bauer, Assistant City Manager, further explained the equipment replacement process and the virtualization process. He stated they have accomplished virtualizing the servers but virtualizing the desktops would be more complex and do not have the employees skilled for the project. He stated they lost the employees who were trained for the project. He stated they were contracting temporary desktop support to assist with handling the day-to-day operations. He stated they were also working on hiring an outside contractor for higher technical support for the rollout of the virtualization program which would allow them to put items on a desktop that cost less and replaced less often, therefore reducing over time the requirement to buy new computers. He stated there would be a presentation to Council at the April work session regarding this issue.

Ms. Smith proceeded to provide an overview of the following significant expenditure impacts:

	Increase/ (Decrease)*
County Landfill Charges for Street Sweeping	\$ 180,000.00
PROP Program	132,000.00
Election	215,000.00
Utilities	439,000.00
Fuel	556,000.00
Vehicle Maintenance	746,000.00
Salaries (Before Proposed Pay Adjustment)	(612,000.00)
Healthcare	(470,000.00)
Retirement	415,000.00
Performance Pay/Step Increases	1,887,000.00
Capital Improvement Plan Contributions	3,266,000.00
Total of Above	\$6,754,000.00

Discussion and a question and answer period ensued regarding the fuel usage as a result of the idling policy and hybrid buses with Ms. Smith stating if there was a decline in fuel usage they could not state it was exclusively idling but would hope it contributed to a reduction in the use of fuel.

Discussion ensued regarding the increase for vehicle maintenance with Ms. Smith explaining this was primarily the contract with PWC for vehicle maintenance which was the internal service fund. She stated PWC developed the budget for vehicle maintenance, decided how many mechanics, and decided all the assets needed to manage vehicle maintenance and then that cost was split between the City and PWC based on utilization of the services.

Mr. Iman stated it was important to note that of the \$8.5 million increase, \$6.75 million was coming from either Council directed capital expenditures or uncontrollable increases. He stated they would need to know which of the following departments the Council had an interest in seeing enhancements and where to take the money from to balance it:

Administration	Human Relations
Community Development	Human Resources
Development Services	Information Technology
Engineering and Infrastructure	Legal
Environmental Services	Parks and Recreation
Finance	Police
Fire	Transit

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Mr. Iman provided an overview of the following potential expenditure reductions to balance the budget:

- Reduce Workforce - Reducing currently vacant positions, hiring freezes, selected reductions in force
- Reduce Services
 - o NCDOT maintenance
 - o 4 10-hour days
 - o Leaf collection
 - o Recreation center hours
- Reduce/Defer Capital and Maintenance Expenditures
 - o Sidewalk installation
 - o Parking lot improvements
 - o Vehicle replacement
 - o Playground improvements
 - o Building maintenance

Mr. Iman stated potential revenue enhancements would include increasing existing fees and establishing new fees such as solid waste collection and others.

Discussion ensued regarding making personnel reductions more visible to the public; the issue of losing employees in various departments; going to a 4-day 10-hour workweek; and all employees, including salaried, furloughing 2 hours a month.

There being no further business, the meeting adjourned.

Respectfully submitted,

KAREN M. MCDONALD
City Attorney

ANTHONY G. CHAVONNE
Mayor

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FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
CITY HALL COUNCIL CHAMBER
MARCH 28, 2011
7:00 P.M.

Present: Mayor Anthony G. Chavonne

Council Members Keith Bates, Sr. (District 1); Kady-Ann Davy (District 2); Robert A. Massey, Jr. (District 3); Darrell J. Haire (District 4); Bobby Hurst (District 5); William J. L. Crisp (District 6); Valencia A. Applewhite (District 7); Theodore W. Mohn (District 8); Wesley A. Meredith (District 9)

Others Present: Dale E. Iman, City Manager
Doug Hewett, Assistant City Manager
Kristoff Bauer, Assistant City Manager
Karen M. McDonald, City Attorney
Bryan Meyer, Assistant City Attorney
Renner Eberlein, Assistant City Attorney
Lisa Smith, Chief Financial Officer
John Kuhls, Human Resource Development Director
Brad Whited, Airport Director
Karen Hilton, Planning and Zoning Division Manager
David Nash, Planner II
Randy Hume, Transit Director
Donald Pike, Transit Safety and Training Coordinator
Nathan Walls, Public Information Specialist
Members of the Press

1.0 CALL TO ORDER

Mayor Chavonne called the meeting to order.

2.0 INVOCATION

The invocation was offered by Pastor David Murphy, Purpose of Praise Outreach Center.

3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was recited by those in attendance.

4.0 APPROVAL OF AGENDA

MOTION: Council Member Mohn moved to approve the agenda.
SECOND: Council Member Arp
VOTE: UNANIMOUS (10-0)

5.0 ANNOUNCEMENTS AND RECOGNITIONS

Mayor Pro Tem Haire announced the Foxfire Community would be hosting a scholarship fundraiser on April 9, 2011, at 9:00 a.m. at the corner of Glen Canyon Drive and Foxfire Road.

Mayor Chavonne recognized Mr. Donald Pike, Transit Department Safety and Training Coordinator, who had been selected the Training Professional of the Year by the National Transit Institute who recognize excellence in transit training. Mr. Iman congratulated Mr. Pike and presented him the award.

6.0 CONSENT

MOTION: Council Member Mohn moved to approve the consent agenda with the exception of Items 6.3 and 6.10.
SECOND: Council Member Massey
VOTE: UNANIMOUS (10-0)

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6.1 Approve Minutes:

- August 9, 2010 - Dinner and Discussion Meeting
- November 1, 2010 - Work Session
- November 8, 2010 - Dinner and Discussion Meeting
- November 8, 2010 - Regular Meeting
- November 18, 2010 - Special Joint Meeting
- November 22, 2010 - Dinner and Discussion Meeting
- November 22, 2010 - Regular Meeting
- December 6, 2010 - Work Session
- December 8, 2010 - Agenda Briefing Meeting
- January 3, 2011 - Work Session
- January 19, 2011 - Agenda Briefing Meeting

6.2 Capital Project Ordinance Amendment 2011-15 (North Carolina State Veterans Park 2).

The amendment reduced the overall budget for the North Carolina Veterans Park project by \$723,275.00.

6.3 Pulled for discussion by Council Member Mohn.

6.4 Special Revenue Fund Project Ordinance Amendment 2011-4 (Energy Efficiency and Conservation Block Grant).

The amendment appropriated an additional \$166,900.00 for the Energy Efficiency and Conservation Program.

6.5 Special Revenue Fund Project Ordinance 2011-11 (Washington Drive School Site Project).

The ordinance established a \$235,000.00 project budget for a gateway feature and a portion of the demolition work at the Washington Drive School site.

6.6 Consideration of assigning 18 recent annexation areas to election districts.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE
ACCOUNTING FOR EIGHTEEN ANNEXATIONS OF TERRITORY TO THE CITY OF
FAYETTEVILLE. RESOLUTION NO. R2011-012.

6.7 Special Sign Permit request for temporary event signs for the Fayetteville Farmers Market.

Staff recommended Council grant the special sign permit for up to 4 signs to be placed 1 hour before and removed 1 hour after the event on Wednesdays and Saturdays, April 16-October 29, 2011.

6.8 Bid recommendation for purchase of 9,000 feet of 500 MCM copper conductor.

The Public Works Commission approved bid award for purchase of 9,000 feet of 500 MCM copper conductor, PWC Stock No. 1-065-400 (with the option to purchase additional quantities within a one-year period upon the agreement of both parties) to Stuart C. Irby, Rocky Mount, NC, low bidder in the total amount of \$117,126.00. Bids were received March 2, 2011, as follows:

	<u>Cost Per Ft.</u>	<u>Total Cost</u>
Stuart C. Irby (Rocky Mount, NC)	\$13.014.....	\$117,126.00
WESCO (Raleigh, NC)	\$13.485.....	\$121,365.00

6.9 Bid recommendation for purchase of ten 230kV metering class combined potential and current transformers.

The Public Works Commission approved bid award for purchase of ten 230kV metering class combined potential and current transformers (with the option to purchase additional units within a one-year period

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upon the agreement of both parties) to Alstom Grid, Inc., Waynesboro, GA, low bidder in the total amount of \$300,000.00. Bids were received February 22, 2011, as follows:

	<u>Unit Cost</u>	<u>Total Cost</u>
Alstom Grid, Inc. (Waynesboro, GA) ..	\$27,740.00 \$277,400.00
Trench Limited (Scarborough, Ontario, Canada)	\$27,900.00 \$279,000.00
ABB (Lexington, KY)	\$28,835.00 \$283,850.00

6.10 Pulled for discussion by Council Member Mohn.

6.11 Consider resolution of award for South Reilly Road - Jeffrey Drive to Morganton Road Concrete Sidewalk Project.

RESOLUTION OF AWARD OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA (SOUTH REILLY ROAD - JEFFREY DRIVE TO MORGANTON ROAD CONCRETE SIDEWALK PROJECT). RESOLUTION NO. R2011-014.

6.12 Consideration of an Economic Development Incentive Agreement for MBM Hospitality, LLC. relating to the development of an Embassy Suites project on Lake Valley Drive.

6.13 Consideration of the Economic Development Incentive Agreement for Strategic Solutions Unlimited.

6.3 Special Revenue Fund Project Ordinance Amendment 2011-3 (Wayfinding Signage Project).

This item was pulled for discussion by Council Member Mohn. He inquired if the amendment was authorizing the \$50,000.00 from the general fund as outlined in the CIP. Ms. Karen Hilton, Planning and Zoning Division Manager, responded it was to make sure that all the funds were in a location that the contract could be placed against.

MOTION: Council Member Mohn moved to deny approval as recommended.
SECOND: Council Member Crisp

Mayor Chavonne inquired if this was included in this year's operating budget. Mr. Iman responded in the affirmative and stated the funding for the project was approved by Council.

Council Member Arp inquired how the wayfinding signage would be impacted if not approved. Mr. Iman responded it would impact the work from the past 2 years through a partnership with the Convention and Visitors Bureau, several departments of the City, and the consultants.

VOTE: FAILED by a vote of 4 in favor (Council Members Crisp, Mohn, Applewhite, and Haire) to 6 in opposition

MOTION: Council Member Bates moved to approve as recommended.

SECOND: Council Member Hurst

VOTE: PASSED by a vote of 7 in favor to 3 in opposition (Council Members Haire, Applewhite, and Mohn)

6.10 Confirmation of assessment roll for LaGrange and Summerhill.

This item was pulled for discussion by Council Member Mohn. He inquired if this was approving the assessment roll and PWC moving forward with notifying the property owners of the assessment amount. Mr. Iman responded in the affirmative.

RESOLUTION CONFIRMING ASSESSMENT ROLL AND LEVYING ASSESSMENTS.
RESOLUTION NO. R2011-013.

MOTION: Council Member Mohn moved to deny staff's recommendation.

Motion died due to lack of a second.

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MOTION: Council Member Bates moved to approve as recommended.
SECOND: Council Member Hurst
VOTE: PASSED by a vote of 9 in favor to 1 in opposition (Council Member Mohn)

7.0 PUBLIC HEARINGS

7.1 Formation of a Municipal Service District to provide drainage improvements necessary for the Embassy Suites project on Lake Valley Drive and Budget Ordinance Amendment 2011-10 funding the drainage project.

Mr. Kristoff Bauer, Assistant City Manager, presented this item and stated the notice area was larger than the proposed Municipal Service District (MSD) area because there was confusion on what areas would benefit from the project and they wanted to make sure all areas that would benefit were noticed. He stated feedback and additional documentation from the property owners resulted in the size of the MSD being reduced to three lots. He reviewed a site plan of the improvements and stated the proposed assessed valuation would be .345 cents per \$1,000.00 in valuation and was based on the current estimate of the assessed value. He stated it was estimated the payback on the loan would be at a .12 interest rate over a ten-year period.

A question and answer period ensued regarding the City being protected on the loan and bankruptcy. Mr. Bauer explained the loan was between the general fund and the MSD. He stated there was a taxable authority that would allow them to levy a tax on the parcels and it would be levied until they received the proceeds back for the service being purchased. In response to a question, Ms. Karen McDonald, City Attorney, further explained the City would be on the top as far as the tax lien if there was a bankruptcy.

This is the advertised public hearing set for this date and time. The public hearing was opened.

Mr. Charlton Johnson, 334 Point Place, Apt. J, Fayetteville, NC 28301, appeared in favor and expressed concern with wasting money on the project and stated the City should waste the money downtown where they could make money.

There being no one further to speak, the public hearing was closed.

A RESOLUTION ESTABLISHING AND CREATING THE LAKE VALLEY ROAD MUNICIPAL SERVICE DISTRICT IN FAYETTEVILLE, NORTH CAROLINA. RESOLUTION NO. R2011-015.

MOTION: Council Member Bates moved to approve as recommended.
SECOND: Mayor Pro Tem Haire
VOTE: UNANIMOUS (10-0)

8.0 OTHER ITEMS OF BUSINESS

8.1 Settlement for Festival Park Plaza building and Budget Ordinance Amendment 2011-9.

Ms. Karen McDonald, City Attorney, presented this item and stated the City's commitment was the land valued at \$275,000.00 and a Master Lease. She reviewed the purpose, plan, and City's obligation under the Master Lease. She stated the initial tenants were Schoollink, Defense Technology Innovation Center, and Mitchell Brewer Richardson. She reviewed the ownership and management structure as follows:

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- Festival Park Plaza Office, LLC (Owner)

	<u>Ownership Interest</u>
- James Baker, Jr.	33.33%
- Cumberland County Business Council (Fayetteville- Cumberland County Chamber of Commerce)	33.33%
- 3Aaab, LLC, Members: Erick Wells, Wendell Troy, L. Gavin Gutterson, and Molly Arnold)	33.33%

- Property Manager

- The Lundy Group (James Baker, President/Owner)

Ms. McDonald reviewed various safeguards in the Master Lease, property management, and City ownership. She stated in June 2009 the City began making payments and for every \$50,000.00 Mr. Baker was losing 1.5 percent ownership interest. She stated in 2010, the City began trying to negotiate with Mr. Baker to acquire his interest with no success. She stated an appraisal was conducted with the building appraising at \$6.2 million and the individual interests appraising at \$1.55 million. She explained each individual interest was discounted because no one individual had a majority ownership. She reviewed the lawsuits and pointed out the important points of the settlement terms as follows:

Baker Settlement Terms

- The City will pay Baker \$500,000.00 for his one-third ownership interest in Festival Park Plaza Office, LLC (FPPO).
- The City and the Chamber will dismiss the lawsuit, with prejudice.
- The City and the Chamber will indemnify Baker against any action or collection on the personal guaranty he provided to Bank of America in connection with the Festival Park Plaza loan.
- The parties agree not to disparage each other.
- Upon execution of the settlement agreement, Baker will resign as manager of FPPO. Baker must account for all monies and assets held by FPPO to facilitate a smooth management transition.

Schoollink Settlement Terms

- 3Aaab will convey its one-third interest in FPPO to the Chamber on or before March 31, 2011.
- The City will dismiss the lawsuit, with prejudice.
- The City will indemnify 3Aaab and its owners against any action or collection on the personal guaranties they provided to Bank of America in connection with the Festival Park Plaza loan.
- The parties agree not to disparage each other.

Ms. McDonald stated the Chamber wanted to enter into an agreement with the City that the City would continue to incur all of the obligations with regards to the building and its operations would be the responsibility of the City, the City would retain a real estate management company to manage the building, and the City would forgive \$275,000.00 debt owed by the Chamber and accrued interest upon purchase of the building from the Chamber. In summary, she stated the three components were (1) the settlement of the lawsuits, (2) the budget amendment to fund the settlement agreement, and (3) the agreement with the Chamber.

MOTION: Council Member Hurst moved to authorize the City Manager and Chief Financial Officer, with advice from the City Attorney, to execute on behalf of the City all the necessary documents consistent with the terms regarding the Festival Park Plaza building.

SECOND: Council Member Bates

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A question and answer period ensued regarding the taxes on the property once the property transferred to the City and future plans for leasing or selling the property. Ms. Lisa Smith, Chief Financial Officer, explained no taxes would be paid once transferred to the City. Mr. Dale Iman, City Manager, further explained there were several options for the future of the building that they would discuss and stated they would update Council on progress.

VOTE: UNANIMOUS (10-0)

Mr. Iman stated it was brought to his attention that there was an administrative error in the action that was taken under Item 7.1. He stated it was reported during the presentation that the tax rate was .345 cents per \$1,000.00 of assessed value. He stated the correct number was .345 cents per \$100.00 of assessed value. He also noted an administrative error on page 7-1-4-2 of the agenda. He stated the resolution should be amended to read .345 cents for each \$100.00 value and not 29 cents.

MOTION: Council Member Bates moved to reconsider Item 7.1.
SECOND: Council Member Massey
VOTE: UNANIMOUS (10-0)

MOTION: Council Member Bates moved to approve Item 7.1 with amendment to resolution for assessment fee to read .345 cents per \$100.00 valuation.
SECOND: Council Member Mohn
VOTE: UNANIMOUS (10-0)

8.2 Policy 115.11, replacing a vacancy on the City Council.

Ms. Karen McDonald, City Attorney, presented this item and provided background on the policy and the general statute requirements. She stated with the recent election of former Council Member Meredith to the Senate, the Council invoked the policy regarding his replacement. She stated after that process took place, Council expressed interest in making changes to the policy, specifically changes proposed by Mr. Mohn. She stated she incorporated those changes into the current policy for Council's consideration.

MOTION: Council Member Mohn moved to approve the revision of City Council Policy 115.11.
SECOND: Council Member Massey

A question and answer period ensued regarding the changes in the policy to include the applicant completing an application, the applicant addressing Council at a regular meeting, and the requirement that the vacating Council member must vote.

Council Member Applewhite requested the City Attorney interpret the statute as to whether an actual vacancy or projected vacancy was the same. Ms. McDonald explained the statute states that when you have a vacancy, you must replace the vacancy and does not address that. She stated there was nothing in the statute that precluded the Council from filling the vacancy in advance to ensure continuity on the Council. She further explained it was up to the Council as to what they wanted to do as it pertained to the policy.

Council Member Mohn explained the policy was calling the vacancy the event and reviewed the possible events.

SUBSTITUTE MOTION:

Council Member Applewhite moved to amend the policy to include a provision that Council would not vote to replace a sitting Council member until the departing member had left the seat.
SECOND: Mayor Pro Tem Haire

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Further discussion ensued regarding the substitute motion.

SUBSTITUTE MOTION VOTE:

FAILED by a vote of 3 in favor (Council Members Applewhite, Haire, and Massey) to 7 in opposition

ORIGINAL MOTION VOTE:

FAILED by a vote of 4 in favor (Council Members Massey, Mohn, Haire, and Crisp) to 6 in opposition

9.0 ADJOURNMENT

There being no further business, the meeting adjourned.

Respectfully submitted,

JENNIFER PENFIELD
Deputy City Clerk

ANTHONY G. CHAVONNE
Mayor

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FAYETTEVILLE CITY COUNCIL
STRATEGIC PLANNING RETREAT MINUTES
LAFAYETTE ROOM
MARCH 30, 2011
2:00 P.M.

Present: Mayor Anthony G. Chavonne

Council Members Kady-Ann Davy (District 2); Bobby Hurst (District 5); William J. L. Crisp (District 6); Theodore W. Mohn (District 8); James W. Arp, Jr. (District 9)

Absent: Council Members Keith Bates, Sr. (District 1); Robert A. Massey, Jr. (District 3); Darrell J. Haire (District 4); Valencia A. Applewhite (District 7)

Others Present: Dale E. Iman, City Manager
Doug Hewett, Assistant City Manager
Kristoff Bauer, Assistant City Manager
Karen M. McDonald, City Attorney
Lyle Sumek, Lyle Sumek Associates, Inc.
Rebecca Rogers-Carter, Management Analyst
Members of the Press

Mayor Chavonne called the meeting to order and introduced Mr. Lyle Sumek, facilitator.

Mr. Sumek and Council then reviewed each goal and the Action Agenda as follows:

GOAL 1: GREATER TAX BASE DIVERSITY - STRONG LOCAL ECONOMY

Actions 2011-2012

1. Economic Development Contract with the Chamber of Commerce
2. Bragg Boulevard Corridor Development (Hay Street to I-295): Corridor Plan
3. Murchison Road Corridor Redevelopment Plan: Projects and Funding
 - a. Redevelopment Plan: Adoption
 - b. Washington Drive School: Development
 - c. Gateway Beautification (at MLK Park)
4. Nonstop Air Service to Washington, D.C.
5. Hope VI Business Park Development

Management in Progress 2011-2012

1. Hotel and Conference Center Development
2. Military Business Park Infrastructure: Sewer and Street Improvements

Major Projects 2011-2012

1. Airport Improvements: Restrooms, Awnings, Escalators

On the Horizon 2012-2016

1. Airport Terminal Master Plan and Capital Projects
2. Cape Fear River Land Use Plan
3. Ramsey Street Corridor Overlay Zone Ordinance
4. Sustainable Communities Foundation: Economic Development Project
5. Raeford Road Corridor Development

Other Government Responsibility

1. Workforce Development

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1. City's Economic Development Programs and Position

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GOAL 2: MORE EFFICIENT CITY GOVERNMENT - COST EFFECTIVE SERVICE DELIVERY

Actions 2011-2012

1. FAST Improvements - Evening Service: Direction and Funding
2. Lobbyist: Evaluation, Direction and Funding
 - a. Federal
 - b. State
3. Goals and Performance Matrix: Funding
4. Employee Salaries for 2012: Direction and Funding
5. Comprehensive Classification and Compensation Plan and Funding
6. Limited English Proficiency and Strategy
7. Police Staffing (at PERF Recommendations): Direction and Funding
8. City Funding of Nonprofit Organizations: Policy Review and Direction
9. Public Safety Employees Paid by Grants: Funding Positions
 - a. Fire
 - b. Police
10. Solid Waste Contracting for Service Pilot Study and Future Direction

Management in Progress 2011-2012

1. Security at City Hall: Report and Direction
2. IT Organization Performance Evaluation Report
3. Consolidated 9-1-1 Operations
 - a. CAD-CAD
 - b. OSS1
 - c. Dispatch
4. Fire Department Accreditation
5. IT Infrastructure Upgrade
6. Recycling Contract and Services

Major Projects 2011-2012

1. Fire Station 19: Construction

On the Horizon 2012-2016

1. Consolidated Communications Center with Cumberland County
2. Human and Social Needs Survey and Direction
3. Organizational Climate and Employee Survey

Other Government Responsibility

1. Animal Control

Direction

1. Budget: Service Alignment and Resources

GOAL 3: GROWING CITY, LIVABLE NEIGHBORHOODS - A GREAT PLACE TO LIVE

Actions 2011-2012

1. Park Bond Referendum: Proposal and Direction (With Cumberland County)
2. Police Substations Study: Direction and Funding
3. Sewer Hook Up Acceleration: Direction and Funding
4. Reclaiming Neighborhoods Next Project: Direction

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5. Private Roads Policy Framework: Direction and Funding (Necessary for City services)
6. Street Lighting Ordinance: Direction and Funding
7. Residential Rental Program (PROP): Direction and Funding

Management in Progress 2011-2012

1. Pavement Management Program
2. Unified Development Ordinance: Zoning Map and Administrative Manual

Major Projects 2011-2012

1. Storm water Projects
2. Cross Creek Linear Park Phase 3B
3. Sidewalks in Developed Areas
4. Grove Street Safety Project

On the Horizon 2012-2016

1. Shaw Heights/Julie Heights Annexations
2. Gates IV Annexation
3. Enclaves Annexation
4. Curfew Options: Direction
5. Mall Pedestrian Connectivity
6. Panhandling Ordinance: Enforcement Evaluation and Direction
7. Community Wellness New Initiatives: Direction and Funding

Other Government Responsibility

1. Regional Transportation Plan Coordination

Ongoing Program

1. Reclaiming Neighborhood Program for Bonnie Doone

GOAL 4: MORE ATTRACTIVE CITY - CLEAN AND BEAUTIFUL

Actions 2011-2012

1. Building Demolition Program: Funding
2. "Fayetteville Beautiful" City Endorsement and Resources
3. Old Days Inn Site Redevelopment: Direction
4. Sign Ordinance: Revision and Direction

Management in Progress 2011-2012

1. North Carolina Veterans Park
 - a. Operations and Maintenance Plan
 - b. Marketing Program
 - c. Phase II Development Plan
2. Multi-Family Recycling Program: Implementation
3. Texfi
 - a. Site Clean Up
 - b. Secure Buildings
 - c. Design River Trail Phase II
 - d. Evaluate Redevelopment Opportunities
 - e. Seek Funding for Wells Monitoring

Major Projects 2011-2012

1. North Carolina Veterans Park - Phase I: Dedication
2. Cape Fear River Trail Phase II: Final Design and Construction

On the Horizon 2012-2016

1. Code Enforcement: Service Level and Funding
2. Commercial Recycling: Plan and Funding
3. River Park Development
4. Community Sustainability Council: Direction

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GOAL 5: GREATER COMMUNITY UNITY - PRIDE IN FAYETTEVILLE

Actions 2011-2012

1. 250th Celebration: Plan and Funding
2. Citizen Survey: Direction and Funding
3. City Communications Strategy: Plan and Funding

Management in Progress 2011-2012

1. Youth Council: Implementation
2. Homeless Briefing (with Cumberland County Continuum of Care)

On the Horizon 2012-2016

1. Summer Youth Programs: Direction and Funding
2. Youth Employment: Discussion with the Business Community

GOAL 6: REVITALIZED DOWNTOWN - A COMMUNITY FOCAL POINT

Actions 2011-2012

1. Festival Park Plaza Building: Direction
2. Sign Ordinance for Downtown: Direction
3. Prince Charles Hotel: City Options and Direction
4. Multi-Modal Center: Land Assembly and Design

Management in Progress 2011-2012

1. Downtown Marketing Plan: Development (CVB)

Major Projects 2011-2012

1. Franklin Street Parking Garage
2. Wayfinding Signs
3. Russell Street Sidewalk and Streetscape Improvements
4. Rail Corridor Improvements

On the Horizon 2012-2016

1. Downtown Development Plan: Boundary, Update and Funding
2. Disincentives for Vacant Buildings: Direction
3. Historic District and Boundary Restrictions
4. MSD: Review and Direction

There being no further business, the meeting adjourned.

Respectfully submitted,

KAREN M. MCDONALD
City Attorney

ANTHONY G. CHAVONNE
Mayor

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FAYETTEVILLE CITY COUNCIL
WORK SESSION MINUTES
LAFAYETTE ROOM
APRIL 4, 2011
5:00 P.M.

Present: Mayor Anthony G. Chavonne

Council Members Keith Bates, Sr. (District 1) (departed at 7:00 p.m.); Kady-Ann Davy (District 2) (departed at 7:25 p.m.); Robert A. Massey, Jr. (District 3); Darrell J. Haire (District 4); Bobby Hurst (District 5); William J. L. Crisp (District 6); Valencia A. Applewhite (District 7); Theodore W. Mohn (District 8) (departed at 6:40 p.m.); James W. Arp, Jr. (District 9) (arrived at 5:55 p.m.)

Others Present: Dale E. Iman, City Manager
Doug Hewett, Assistant City Manager
Kristoff Bauer, Assistant City Manager
Karen M. McDonald, City Attorney
Tom Bergamine, Chief of Police
Patricia Bradley, Police Attorney
Charles Kimble, Assistant Police Chief
Bradley Chandler, Assistant Police Chief
Phil Cannady, Assistant Police Chief
Katherine Bryant, Assistant Police Chief
Robert Spatorico, Police Captain
Kenneth Eaker, Police Captain
Chris Davis, Police Lieutenant
Victor Sharpe, Community Development Director
Michelle Haire, Community Development Administrator
John Kuhls, Human Resource Development Director
Jerry Dietzen, Environmental Services Director
James Rhodes, Solid Waste Supervisor
Bart Swanson, Housing and Code Enforcement Division Manager
Marion Wilson, Code Enforcement Administrator
James Rose, PWC Chief Administrative Officer
Stanley Victrum, Chief Information Officer
Tracey Glover, Information Technology Manager
Information Technology Department Staff
Dr. Shannon Tufts, School of Government
Members of the Press

1.0 CALL TO ORDER

Mayor Chavonne called the meeting to order.

2.0 INVOCATION

The invocation was offered by Mayor Pro Tem Haire.

3.0 APPROVAL OF AGENDA

MOTION: Council Member Crisp moved to approve the agenda with the addition of a closed session for consultation with attorney.

SECOND: Council Member Massey

VOTE: UNANIMOUS (9-0)

4.0 OTHER ITEMS OF BUSINESS

4.1 Discussion of City of Fayetteville Information Technology Outsourcing Feasibility Study Report by RHJ Associates, Inc.

Mr. Kristoff Bauer, Assistant City Manager, presented this item and recognized Dr. Shannon Tufts from the UNC School of Government. He provided a brief history of the past studies conducted on the Information Technology (IT) functions and stated in 2006 Council

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requested staff move forward with a look at more efficient IT services and initiated the most current study which was conducted in 2007.

Ms. Shannon Tufts, School of Government, then provided a presentation on the strategic IT plan. She stated it was decided to develop a plan assessing the current structure, the current staffing, and the skill sets needed. She stated there would be organizational changes in the IT Department in terms of fitting the best skill sets with the best staff currently in place or new hires. She stated the plan at this point was being reviewed by City staff and would be finalized by the second week of May for Council's review.

A question and answer period ensued regarding the process in writing the strategic IT plan with Ms. Tufts explaining they had interviewed the department heads, the users in the department, and IT staff to obtain different views of the IT needs.

Mr. Bauer stated in 2007 the City had 8 employees in IT and now were up to 20 with 16 of those being existing positions and 4 being new positions to serve approximately 1,700 employees, averaging 1 IT staff for every 85 employees. He stated in comparison, PWC had 30 employees in Information Systems (IS), averaging 1 IS staff for every 20 employees. He stated PWC had informed the City that the study no longer represented where they were today and would not be in the position to manage the City's IT function and the only way PWC could handle the City's IT function would be to outsource or hire additional personnel.

Mr. Iman explained the "Jacobstein" study went on for seven years and the IT Department was in limbo during that time. He stated the Council reviewed the final report and directed staff to keep IT internally and invest in it. He stated in 2009 they had to stop the investment because there was no money.

Mr. Bauer briefly reviewed the next step in the process and stated they would be identifying the level of service they could provide with the existing resources.

This presentation was provided for information purposes only. No action was taken on this item.

4.2 Traffic Stop Forum Action Plan

Mr. Tom Bergamine, Chief of Police, presented this item and provided a recap of the action plan regarding the racial profiling forum. He stated training would be coordinated with the Department of Justice for Fayetteville police officers and members of the community. He stated to date they had 26 cameras and hoped to purchase future cameras at a cost of \$6,000.00 per unit. He stated an operational change was being suggested to require officers to document reasons for traffic related searches. He stated the reason for the searches would be noted on the officer's citation and reviewed by the supervisors at the end of the shift. He stated they would be establishing a community liaison through the Human Relations Department for reviewing bias-based policing complaints and work with the Office of Professional Standards.

Mayor Pro Tem Haire inquired how long the videos would be kept. Ms. Patricia Bradley, Police Attorney, responded the statute of limitations was three years from the date of the incident and they would keep the videos until the situation was resolved.

Council Member Applewhite inquired on the life expectancy of a camera and how many cars were not equipped with cameras. Mr. Bradley Chandler, Assistant Police Chief, responded the life expectancy was 10 to 12 years and they would have to outfit 160 cars. Mr. Bergamine further stated they were reviewing the possibility of grants for funding.

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Discussion and a question and answer period ensued regarding probable cause and consent to search with Mr. Bergamine explaining it would be documented. Ms. Bradley further explained if there was consent to search, the officer would have the right to search without probable cause, but if there was no consent to search, the officer could not search unless there was probable cause.

Mayor Chavonne requested the quarterly report be submitted to the City Manager for review prior to coming to Council.

This presentation was provided for information purposes only. No action was taken on this item.

4.3 Taxicab Fare Rate Increase

Mr. Marion Wilson, Code Enforcement Administrator, presented this item and provided background information. He stated the last taxi rate increase was August 28, 2008. He stated a representative of the Fayetteville taxicab franchises submitted a written request to the City Council for a fare increase as follows:

	<u>Current Rate</u>	<u>Proposed Rate</u>
Drop Fee	\$2.00	\$2.10
Per Mile Fee	\$2.10	\$2.40
Per Hour Wait Time Fee	\$15.00	\$18.00

He stated Council directed staff to conduct a survey and 47 licensed taxi franchise operators received the survey. He stated 30 operators responded with 26 of those in favor of the proposed increase.

Consensus of Council was to set a public hearing for April 26, 2011, on this item.

4.4 Threats Assessment for City Council/Public Meetings

Mr. Dale Iman, City Manager, presented this item and provided background information. He stated concern was raised regarding the security practices during City Council meetings. He stated Mr. Kenneth Eaker, Police Captain, was assigned the task of looking at the building and meeting formats and analyzing the data.

Mr. Kenneth Eaker, Police Captain, stated he conducted a threat assessment and explained the process of gathering intelligence information. He stated the City Council meetings were currently assigned two officers who have metal detectors and look for suspicious activity. He stated these officers would now be assigned to the work sessions also. He stated a study was conducted on the environmental design of city hall and they looked at access control, the type of locks, how the public was screened, the proxy card readers, the security at the front of the building, and what additional steps were taken to ensure the safety of everybody in the building. He stated there were changes that would need to be made to the surveillance cameras, such as the resolution, or the possibility of updating the cameras. He stated changes may also need to be made to the proxy card system and the outside perimeter of the building such as the bushes, lighting, and additional street signage. He stated PWC conducted a lighting study and found deficiencies and presented the recommendations. He stated it was suggested that Council be briefed through an annual survey as to the threat level, a safe room be designated, and training be provided. He stated they would need to budget for the improvements.

A question and answer period ensued regarding access through the rear of the building and the use of metal detectors.

This presentation was provided for information purposes only. No action was taken on this item.

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4.5 Update on the 2011-2012 Annual Action Plan

Mr. Victor Sharpe, Community Development Director, presented this item and provided an overview of the 2011-2012 Annual Action Plan. He stated the goal was to submit the plan to HUD on May 5, 2011. He provided the funding sources and anticipated program income. He also provided the funding assumptions which included a 7.5 percent reduction in anticipation of the threats to the CDBG program. He stated adjustments would be made once the final allocations were announced.

Council Member Crisp inquired how they arrived at 7.5 percent. Mr. Sharpe responded it was based on the 2012 recommendation and discussions held with other municipalities and HUD. Mr. Sharpe then reviewed the reductions and the proposed programs and projects and responded to questions posed by Council members regarding the projects and funding.

Council Member Applewhite requested a power point on the economic development activities. Mr. Sharpe responded that could be included with the Consolidated Annual Performance Evaluation Report at the end of the year.

This presentation was provided for information purposes only and to be placed on the City Council's April 26, 2011, agenda for consideration.

4.6 Update on City-wide Remapping with Unified Development Ordinance (UDO) Zoning Districts

Ms. Karen S. Hilton, Planning and Zoning Division Manager, presented this item and provided an update on the community meetings on the remapping and reviewed the challenges.

This presentation was provided for information purposes only.

4.7 250th City Celebration

Mr. Doug Hewett, Assistant City Manager, presented this item and announced next year would represent the City's 250th anniversary. He stated the proposal was to work with the Arts Council to develop a community-based committee that would identify activities as well as funding and partnership opportunities. He stated \$50,000.00 would be budgeted in next year's budget to fund a position with the Arts Council to focus solely on the celebration. He stated the plan was to develop a proposal and come back to Council for guidance.

Mr. Dale Iman, City Manager, suggested adopting a theme for the celebration that would be used by other organizations such as the Dogwood Festival.

Discussion ensued regarding the location of the celebration.

No action was taken on this item.

4.8 Proposed Service Standards for Garbage Collection

Mr. Jerry Dietzen, Environmental Services Director, presented this item and reviewed the recent efficiency improvements which included cart lifter replacements on the back of trucks, purchasing route-smart software resulting in more efficient routes, a commercial scale opening at the landfill reducing wait time, replacement of trucks with larger capacity trucks resulting in less trips to landfill, and maintenance of tires being instituted on Wednesdays resulting in less tire problems during routes. He stated some driver positions were reclassified to collectors resulting in money savings. He reviewed the proposed collection standard changes to include household garbage only being collected from City carts issued to households because the one-arm machine only picks up standard carts,

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not the round carts bought at retail stores, and the City brown cart bought for yard waste being used as an overflow cart for household garbage. He stated bags or other items outside the cart would not be collected.

Discussion ensued regarding educating the public and the cost of the carts.

Mr. Dietzen then provided the guidelines for placement of the carts and stated they would be placed within one foot of curb or edge of pavement with a minimum of four feet from anything that would interfere with automated collection, such as parked cars, mailboxes, or other carts.

Further discussion ensued regarding the proposed service standards.

Mr. Dietzen then reviewed the following proposed new fees:

	<u>Proposed Fee</u>
Collection of household generated construction debris such as construction debris	\$50.00
Set out fee (Renters move out without paying rent and large amounts of items are placed on curb)	\$100.00
Multiple pickup of bulky items within 90 days (Fee charged on every subsequent pickup after first one)	\$50.00

Discussion ensued regarding the proposed fees and the savings.

Council Member Crisp expressed concern on the bulky item fee and requested this be looked at before instituting. Discussion ensued regarding the bulky item fee and people dropping off bulky items elsewhere to avoid paying a fee.

Consensus of Council was to move forward with the following standards:

Proposed Garbage Collections Standards

- Trash will only be collected from City-issued carts. Should one cart not provide adequate capacity, one additional City brown cart may be used for excess trash.
- Bags or other items outside of the cart shall not be collected.
- Carts shall be placed within one foot of the curb or edge of the pavement and a minimum of four feet from anything that may interfere with automated collection.

Proposed New Fees

- Household generated construction debris will be collected by the City for a fee of \$50.00 or the homeowner may dispose of the debris themselves.
- A "set out" will result in a fee of \$100.00.
- Multiple bulky collection pickups within 90 days will result in a fee of \$50.00 for every subsequent pickup after the first one.

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Proposed Yard Waste Collection Changes

- Maximum of 30 bags will be collected per household during loose leaf collection season.
- All yard waste must be placed within five feet of the curb or the edge of the pavement.

Discussion ensued regarding the use of clear bags during loose leaf collection. Consensus of Council was to phase in the recommendation to only use clear bags for yard waste.

4.9 Local Preference Policy

Mr. James Rose, PWC Chief Administrative Officer, presented this item and provided information on the survey. He stated they were finding there were more municipalities not having a local preference policy than those that do. He reviewed the trend for PWC local expenditures and City of Fayetteville local expenditures and explained they were spending more locally.

Consensus of Council was that staff monitor the local trends and share at another work session if trend goes to local preference policies.

4.10 Closed Session for Consultation with City Attorney

MOTION: Mayor Pro Tem Haire moved to go into closed session for consultation with the City Attorney.
SECOND: Council Member Crisp
VOTE: UNANIMOUS (7-0)

The regular session recessed at 8:05 p.m. The regular session reconvened at 8:20 p.m.

MOTION: Mayor Pro Tem Haire moved to go into open session.
SECOND: Council Member Massey
VOTE: UNANIMOUS (7-0)

5.0 ADJOURNMENT

There being no further business, the meeting adjourned at 8:20 p.m.

Respectfully submitted,

KAREN M. MCDONALD
City Attorney

ANTHONY G. CHAVONNE
Mayor

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FAYETTEVILLE CITY COUNCIL
SPECIAL MEETING MINUTES
LAFAYETTE ROOM
APRIL 12, 2011
5:00 P.M.

Present: Council Members Keith Bates, Sr. (District 1); Bobby Hurst (District 5); Valencia A. Applewhite (District 7); Theodore W. Mohn (District 8)

Absent: Council Members Anthony G. Chavonne (Mayor); Kady-Ann Davy (District 2); Robert A. Massey, Jr. (District 3); Darrell J. Haire (District 4); William J. L. Crisp (District 6); James W. Arp, Jr. (District 9)

Others Present: Dale E. Iman, City Manager
Doug Hewett, Assistant City Manager
Kristoff Bauer, Assistant City Manager
Karen M. McDonald, City Attorney
Lisa Smith, Chief Financial Officer
Tracey Broyles, Budget and Evaluation Manager
Randy Hume, Transit Director
Members of the Press

Mr. Dale Iman, City Manager, opened the meeting and stated the North Carolina League of Municipalities had provided FY 2011-2012 municipal state-collected revenue estimates for guidance to municipalities in preparing the budget.

Ms. Lisa Smith, Chief Financial Officer, provided an overview of the City's FY 2011-2012 General Fund budget to include key revenue assumptions, recommended fee changes, operating efficiency improvements, service enhancements, and expenditure updates as follows:

Updated Revenue Assumptions

- Property Taxes
 - o As of March 22:
 - Real and personal property - 1.22% growth
 - Motor vehicles - 7% growth projected for the remaining months of FY 2011 and first half of FY 2012, normal growth of 3% thereafter
 - o As of April 12:
 - Real and personal property - 1.75% growth
 - Motor vehicles - 8% growth projected for the remaining months of FY 2011 and first half of FY 2012, normal growth of 3% thereafter
- Sales Taxes
 - o Per capita distributions projected to decline 2.1% for Cumberland County due to Census
 - o City's share of Cumberland County distribution decreased from 36.93% to 36.28%
 - o Growth in FY 2012 statewide and local sales
 - As of March 22 - assumed 3%
 - As of April 12 - assumed 3.5%
- Powell Bill Revenue
 - o As of March 22:
 - Projected \$1,490.00 per mile and \$18.99 per capita
 - Received an additional \$208,000 for FY 11

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- o As of April 12:
 - Projected \$1,532.00 per mile and \$19.70 per capita
- Beer and Wine Revenue
 - o As of March 22:
 - Projected \$4.45 per capita
 - o As of April 12:
 - Projected \$4.21 per capita

Preliminary Revenue Changes

	March 22 Increase/ (Decrease)*	April 12 Increase/ (Decrease)*
Property Tax	\$1,113,000.00	\$1,444,000.00
Sales Tax	1,504,000.00	1,877,000.00
Beer and Wine	(15,000.00)	(64,000.00)
Powell Bill	68,000.00	248,000.00
Census Impact	(923,000.00)	(1,056,000.00)
SAFER Grant (Firefighters)	(224,000.00)	(224,000.00)
PWC Transfer	(108,000.00)	(170,000.00)
Total of Above	\$1,415,000.00	\$2,055,000.00

Recommended Fee Changes

- Engineering and Infrastructure \$3,500.00
 - o Degradation fee increase
 - o Street closing and right-of-way withdrawal fees
 - o Temporary truck route permit fee
- Environmental Services \$78,000.00
 - o New pickup fees for construction debris, set outs, and excess bulky pickups
- Fire \$21,000.00
 - o Training tower use fees
- Parks and Recreation \$20,000.00
 - o Veterans Park Rental Fees
- Development Services \$169,000.00
 - o Fees for new Unified Development Ordinance processes
 - o Cell tower special use permits
 - o PROP program fees
 - o Contractor privilege license fees
 - o Change to square feet fees for electrical, mechanical, plumbing and insulation permits
 - o Building permit construction value and fee changes

Operating Efficiency Improvements

- Police - Overtime savings of \$501,000.00 (including benefits) over FY 2011 original budget, primarily due to shift changes
- Environmental Services - \$503,000.00 annualized benefit resulting from:
 - o New fees
 - o Transitioning four routes to side arm collectors
 - o Route consolidations
 - o Supervisory restructuring
 - o Cart maintenance staff consolidation
 - o Reduced construction debris landfill fees

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Service Enhancements

- PROP program - \$132,000.00
- Veteran's Park - \$145,000.00
- Transit enhancements - \$262,000.00
 - o Route 9 extension
 - o Evening service on routes 18 and 15
 - o Upgrade 5 intermittent bus operator positions to full-time
- Information technology enhancement - MDC replacements
- Police
 - o Additional in-car cameras
 - o Upgrade a part-time forensic video specialist to full-time

Other Expenditure Updates

- Sales tax reimbursements - FY 2012 projected to be \$797,000.00 less than FY 2011 original budget
- Nonprofits - funded at original FY 2011 budget levels
- Street resurfacing - recommendation for FY 2012 reduced by \$350,000.00 compared to recommended FY 2012 CIP
- Vehicle replacements

Use of Fund Balance for Capital Improvements

- Use \$2.46 million from undesignated fund balance in FY 2012:
 - o \$1.19 million for municipal agreements - transportation projects
 - o \$607,000.00 for building maintenance - roof repairs, HVAC replacements, and other projects
 - o \$200,000.00 for street resurfacing, including Fort Bragg rehabilitation
 - o \$265,000.00 for facility space and needs analysis
 - o \$150,000.00 for Ramsey Street project
 - o \$50,000.00 to secure Texfi site

Discussion ensued regarding the budget presentation with Mr. Iman and Ms. Smith responding to questions from Council.

There being no further business, the meeting adjourned at 6:15 p.m.

Respectfully submitted,

KAREN M. MCDONALD
City Attorney

ANTHONY G. CHAVONNE
Mayor

041211

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FAYETTEVILLE CITY COUNCIL
AGENDA BRIEFING MINUTES
LAFAYETTE ROOM
APRIL 20, 2011
4:00 P.M.

Present: Mayor Anthony G. Chavonne

Council Members Kady-Ann Davy (District 2); Robert A. Massey, Jr. (District 3); Bobby Hurst (District 5); William J. L. Crisp (District 6)

Absent: Council Members Keith Bates, Sr. (District 1); Darrell J. Haire (District 4); Valencia A. Applewhite (District 7); Theodore W. Mohn (District 8), James W. Arp, Jr. (District 9)

Others Present: Kristoff Bauer, Assistant City Manager
Karen M. McDonald, City Attorney
Jeffery Brown, Engineering and Infrastructure
Director
Karen Hilton, Planning and Zoning Division Manager
Craig Harmon, Planner II
Marsha Bryant, Planner II
Members of the Press

Mayor Chavonne called the meeting to order.

City staff presented the following items scheduled for the Fayetteville City Council's April 26, 2011, agenda:

PUBLIC HEARINGS

Request for a waiver to make payment in lieu of installation of a sidewalk along 8736 King Road (Quasi-Judicial).

Ms. Marsha Bryant, Planner II, presented this item and provided background information. She stated the Planning Commission considered the waiver request at its meeting on March 22, 2011, and the Engineering and Planning staff noted the following:

1. The existing guardrail prevented locating the sidewalk along the roadway.
2. The narrow bridge prevented extension of the sidewalk across the bridge.
3. The property dropped steeply approaching the bridge and remained a low wetland area beyond that.
4. The Engineering and Infrastructure Department supported the request to allow payment in lieu of construction due to the continuation of the sidewalk not being beneficial to the citizens or the City based upon the existing location of the guardrail and the topography.
5. Due to the quasi-judicial nature of the request, all of the following findings of fact would have to be shown to approve the waiver request:
 - a. A waiver may be granted if the developer showed that the provision would cause unnecessary hardship if strictly adhered to.
 - b. A waiver may be granted due to topographical or other conditions peculiar to the site.
 - c. A waiver may be granted if the intent of the ordinance was not destroyed.

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She stated the Planning Commission and staff recommended approval of the sidewalk waiver based on the findings and allowing the payment in lieu of construction of the sidewalk.

Case No. P11-03F. Rezoning of 0.7 acres at 150 Carvers Falls Road from R6 Residential District to C3 Commercial District. Nathan Elmon Page, Jr., and wife, Cindy L. Page, owners.

Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and gave overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He stated the request would expand an existing C3 use. He stated the Zoning Commission and staff recommended approval of the rezoning to C3 based on (1) the property being adjacent to similar commercial zoning and use; (2) although the 2010 Land Use Plan called for residential use on the property, staff believed that the property would serve as a natural end point to the commercial development on Carvers Falls Road; and (3) the property to the rear was currently undeveloped. He stated if the rezoning were approved, then the zoning for the property would be translated to the CC Community Commercial zone under the Unified Development Ordinance during the remapping process.

OTHER ITEMS OF BUSINESS

Uninhabitable structure recommended for demolition - 516 Link Street.

Mr. Kristoff Bauer, Assistant City Attorney, presented this item and provided background information. He stated the property was a problem in the community for some time and Code Enforcement issued 12 notices of violation to the owners dating back to January 2010. He stated the structure had been vacant since September 2009 and was constantly unsecure and littered with trash from the people hanging out on the property. He stated there had been 166 calls for 911 service in the past 24 months. He stated staff recommended adoption of the ordinance ordering demolition of the structure.

Mr. Bauer then provided an update on the church demolition at 1301 Hillsboro Street.

Consider adoption of resolution authorizing condemnation to acquire easements for storm drainage improvement projects.

Mr. Jeffery P. Brown, Engineering and Infrastructure Director, presented this item and provided background information. He stated the City had been unsuccessful in acquiring the needed drainage easements and fee simple property. He stated the projects were on the list of projects that the City was in the process of acquiring short-term financing in order to move forward with the construction of the improvements. He stated the preliminary schedule was to seek approval from the Local Government Commission (LGC) in July for the financing of the storm drainage improvement projects and the City needed all the easements and properties acquired necessary to make the improvements prior to the LGC approving the financing package. He stated without approval of condemnation, the projects would be delayed, which in turn would delay the approval from the LGC.

There being no further business, the meeting adjourned.

Respectfully submitted,

KAREN M. MCDONALD
City Attorney

ANTHONY G. CHAVONNE
Mayor

042011

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Lisa T. Smith, Chief Financial Officer
DATE: May 23, 2011
RE: **Budget Ordinance Amendment 2011-14 (General Fund)**

THE QUESTION:

Council is asked to approve this budget ordinance amendment to appropriate \$887,500 from General Fund fund balance to provide additional funding for debris clean-up expenditures related to the April 16, 2011 tornadoes. It is anticipated that these expenditures will ultimately be eligible for reimbursement from the Federal and State governments.

RELATIONSHIP TO STRATEGIC PLAN:

Mission Principle: Financially Sound City Government

Vision Principle A: A Great Place to Live - Means a clean and safe community

BACKGROUND:

- Estimates for the cost of debris clean-up activities, including contracted collection and disposal, and required monitoring of the collection process, have increased by \$887,500 since the initial cost estimate of \$1,550,000 was funded by Council on April 26, 2011 with budget ordinance amendment 2011-12.
- Cost estimates for other tornado-related expenditures are currently being compiled and will be addressed in a future budget ordinance amendment.

ISSUES:

None

BUDGET IMPACT:

See the budget impact outlined above.

OPTIONS:

- Adopt the budget ordinance amendment.
- Do not adopt the budget ordinance amendment.

RECOMMENDED ACTION:

Staff recommends that Council adopt the budget ordinance amendment as presented.

ATTACHMENTS:

Budget Ordinance Amendment 2011-14

2010-2011 BUDGET ORDINANCE AMENDMENT
CHANGE 2011-14

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.

<u>Item</u>	<u>Listed As *</u>	<u>Revision</u>	<u>Revised Amount</u>
<u>Schedule A: General Fund</u>			
Fund Balance Appropriation	\$ 9,482,943	\$ 887,500	\$ 10,370,443
All Other General Fund Revenues and OFS	132,936,254	-	132,936,254
Total Estimated General Fund Revenues and Other Financing Sources	<u>\$ 142,419,197</u>	<u>\$ 887,500</u>	<u>\$ 143,306,697</u>

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:

<u>Item</u>	<u>Listed As *</u>	<u>Revision</u>	<u>Revised Amount</u>
<u>Schedule A: General Fund</u>			
Environmental Services	\$ 10,232,534	\$ 887,500	\$ 11,120,034
All Other General Fund Departments	132,186,663	-	132,186,663
Total Estimated General Fund Expenditures	<u>\$ 142,419,197</u>	<u>\$ 887,500</u>	<u>\$ 143,306,697</u>

* Reflects presumed adoption of Budget Ordinance Amendment 2011-13, also presented on May 23, 2011.

Adopted this 23rd day of May, 2011.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Lisa T. Smith, Chief Financial Officer
DATE: May 23, 2011
RE: **Budget Ordinance Amendment 2011-15 (General Fund)**

THE QUESTION:

Council is asked to approve this budget ordinance amendment to appropriate \$19,500 from General Fund fund balance and \$30,600 in anticipated private donations and outside funding, and transfer \$12,500 of funding currently appropriated for City Council travel to provide funding for the City to compete for the All-America City Award.

RELATIONSHIP TO STRATEGIC PLAN:

Goal 5: Greater Community Unity – Pride in Fayetteville

BACKGROUND:

On May 18, 2011, Assistant City Manager Doug Hewett provided an overview of the City's plans to send a delegation to compete for the All-America City Award in Kansas City in June, 2011. The outline of the proposed budget for the event preparations, travel expenditures for the delegation and related expenditures is attached.

This budget ordinance amendment will reduce the current budget for Council travel by \$12,500 to allow for the use of that funding for this initiative. Additionally, the budget ordinance amendment will appropriate \$5,600 in anticipated reimbursements for travel expenditures for some delegates and \$25,000 in anticipated private donations to fund the effort. The \$19,500 balance of funding needed in the current fiscal year will be appropriated from General Fund fund balance.

For fiscal year 2012, an \$83,000 fund balance appropriation will be added to the proposed General Fund budget in anticipation of the City's receipt of the All-America City Award to provide funding for associated marketing and promotion of the success.

ISSUES:

None

BUDGET IMPACT:

As outline above.

OPTIONS:

- Adopt the budget ordinance amendment.
- Do not adopt the budget ordinance amendment.

RECOMMENDED ACTION:

Staff recommends that Council adopt the budget ordinance amendment as presented.

ATTACHMENTS:

All-America City Budget and FAQs
Budget Ordinance Amendment 2011-15

What is an All-America City?

The All-America City Award is given by the National Civic League annually to ten cities in the United States. The oldest community recognition program in the nation, the award recognizes communities whose citizens work together to identify and tackle community-wide challenges and achieve uncommon results. Since the program's inception in 1949, more than 600 communities have been named All-America Cities. Each year, interested communities submit a comprehensive package based on published criteria that are evaluated in the award selection process. Deserving communities are named as finalists, and the year's ten award winners are named from that pool of applicants. For more information on the award, log onto <http://www.allamericacityaward.com/>.

Who issues the awards?

The National Civic League is an American non-profit organization that advocates for transparency, effectiveness, and openness in local government. It was founded as the National Municipal League in 1894 to discuss the future of American cities. It also promotes professional management of local government through publication of "model charters" for both city and county governments.

Has Fayetteville been so honored previously?

Fayetteville is a two-time All-America City Award winner, having won the honor in 1984-1985 and most recently in 2001.

What community-wide challenges and projects were submitted by Fayetteville for consideration?

The City of Fayetteville completed an application that displayed civic engagement and collaboration, a communitywide effort for inclusiveness and creative leveraging of resources to complete projects that have dramatic impact in the community.

Specifically, the application highlighted how Greater Fayetteville Futures is a communitywide initiative that has brought together hundreds of Fayetteville's citizens and transformed the community's vision into innovative projects. Through this effort, committed volunteers have collaboratively planned and rallied together, moving Fayetteville forward.

The City also focused on how it has improved its image and embraced the military. In the application, the City described how it adopted the slogan, "History, Heroes and a Hometown Feeling," being home to the world's most elite military force at Ft. Bragg and the community's diversity. Fayetteville also discussed how the city has been energized by BRAC decisions that will bring FORSCOM and more residents to the region, and community initiatives, including: The Army's Amy, "America's First Military Sanctuary Community," 31 Day Salute program and the Society of Patriots.

Fayetteville highlighted how leaders quickly moved to consolidate the community's economic development efforts in a concerted effort to leverage the economic engine of the military presence. Fayetteville has seen explosive growth in the local economy. Average income rose by 4.7 percent in 2010, the second highest increase in the nation. Soaring from 80th to 18th in three years, Fayetteville was cited in the 2010 Milken Institute's "Best Performing Cities Index," which measures economic strength.

Additionally, the City focused on how the community has embraced the Reading Rocks program to benefit Fayetteville's youth. Reading Rocks is one of the largest events in Cumberland County, with a walkathon that raised more than \$800,000 over the last five years to support purchases of books and e-books for more than 52,000 children in Cumberland County Schools.

What is next?

The 2011 awards event will be June 15-17 in Kansas City, Mo., where 10 winners will be announced. During the three-day competition, a delegation from each community will present its challenges and solutions to a jury of national experts from across the United States.

Representatives from our community will have up to 10 minutes to address each of the community projects, with questions following by the national jurors. In preparation, 30 plus citizens are working weekly to be ready for the June events. The City's delegation is comprised of a variety of individuals including citizens, community youth, Cumberland County Schools, Chamber of Commerce, Visitors and Convention Bureau, City Council members and staff. Additionally, the 82nd Airborne Chorus All-American Chorus will perform, as they did in 2001 when Fayetteville was last named an All-America City.

What is needed now?

Support from City Council via continued participation, funding, and commitment following the award of Fayetteville as a three time All-America City.

Draft Budget Proposal:	
\$160,100	Total Project Costs, <i>approximates</i> <ul style="list-style-type: none"> • \$17,000 Air Travel • \$15,000 Hotel Lodging • \$ 1,600 Registrations • \$ 9,000 Per Diem • \$ 5,000 Post event celebration • \$ 6,000 Miscellaneous (ground transport, props, etc.) • \$23,500 82nd Airborne All-American Chorus • \$83,000 Follow-up/Marketing
-\$14,500	Paid from City Travel Accounts
-\$12,500	Paid from Excess City Council Travel Balance
\$133,100	Subtotal
-\$83,000	FY12 Fund Balance Appropriation for Marketing& Follow-up
\$50,100	This Year Budget Amendment
	<u>To Be Paid from Private Sources</u>
-\$5,600	Chamber/CCSC/Military Reimbursements
-\$25,000	Fundraising from Private Sources
\$19,500	Net To City - This Year

What action is needed?

Staff will prepare a budget amendment for the City Council's consideration for the Monday, May 23, 2011 City Council Meeting to fund the activities listed above.

2010-2011 BUDGET ORDINANCE AMENDMENT
CHANGE 2011-15

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.

<u>Item</u>	<u>Listed As *</u>	<u>Revision</u>	<u>Revised Amount</u>
<u>Schedule A: General Fund</u>			
Other Revenues	\$ 2,338,948	\$ 30,600	\$ 2,369,548
Fund Balance Appropriation	10,370,443	19,500	10,389,943
All Other General Fund Revenues and OFS	130,597,306	-	130,597,306
Total Estimated General Fund Revenues and Other Financing Sources	<u>\$ 143,306,697</u>	<u>\$ 50,100</u>	<u>\$ 143,356,797</u>

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:

<u>Item</u>	<u>Listed As *</u>	<u>Revision</u>	<u>Revised Amount</u>
<u>Schedule A: General Fund</u>			
Mayor & Council	\$ 560,615	\$ (12,500)	\$ 548,115
Other Appropriations	21,781,982	62,600	21,844,582
All Other General Fund Departments	120,964,100	-	120,964,100
Total Estimated General Fund Expenditures	<u>\$ 143,306,697</u>	<u>\$ 50,100</u>	<u>\$ 143,356,797</u>

* Reflects presumed adoption of Budget Ordinance Amendments 2011-13 and 2011-14, also presented on May 23, 2011.

Adopted this 23rd day of May, 2011.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Lisa Smith, Chief Financial Officer
DATE: May 23, 2011
RE: **Capital Project Closeouts 2011-14 through 2011-16 (Park, Recreation, and Sidewalk Projects) and Special Revenue Fund Project Closeout 2011-8 (2009 Community Waste Reduction and Recycling Project)**

THE QUESTION:

Staff requests Council to closeout three Capital Project Ordinances and one Special Revenue Fund Project Ordinance as follows:

- Capital Project Ordinance Closeout 2011-14 (EE Miller Recreation Center)
- Capital Project Ordinance Closeout 2011-15 (Bonnie Doone Park)
- Capital Project Ordinance Closeout 2011-16 (Sidewalk Construction along and nearby Cliffdale Road)
- Special Revenue Fund Project Ordinance Closeout 2011-8 (2009 Community Waste Reduction and Recycling Project)

RELATIONSHIP TO STRATEGIC PLAN:

Principle B: Leisure Opportunities for All

Goal 3: More Efficient City Government - Cost-Effective Service Delivery

Objective 3: Investing in City's future infrastructure, facilities and equipment

Goal 4: More Attractive City - Clean and Beautiful

Objective 1: Clean and beautiful community with less trash and less visual blight

BACKGROUND:

- Annually, the City closes out several projects that have been completed in previous fiscal years and that are no longer active.
- The projects referenced above have been completed in a previous fiscal year and the revenues and expenditures related to the projects have been audited.
- The attached ordinance closeouts detail the budget and actual revenues and expenditures for the projects.

ISSUES:

None

BUDGET IMPACT:

No future budget impact. Projects have been completed in previous fiscal years.

OPTIONS:

- 1) Adopt the project closeouts.
- 2) Do not adopt the project closeouts.

RECOMMENDED ACTION:

Adopt Capital Project Ordinance Closeouts 2011-14 through 2011-16 and Special Revenue Fund Project Ordinance Closeout 2011-8.

ATTACHMENTS:

CPOC 2011-14 thru 2011-16 and SROC 2011-8

CAPITAL PROJECT ORDINANCE CLOSEOUT
CLO 2011-14 (CPO 2006-8)

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 closed:

Section 1. The project closing authorized is to Capital Project Ordinance 2006-8, adopted April 10, 2006, as amended, for the construction of the EE Miller Recreation Center and associated costs to include equipment, furniture, and landscaping.

Section 2. The project director is hereby directed to proceed with the necessary closing entries and collection of any and all grant and loan agreements outstanding.

Section 3. The following revenues were made available to the City for the project:

	<u>Budget</u>	<u>Actual</u>
Capital Lease Proceeds	\$ 2,122,000	\$ 2,122,000
General Fund Transfer	156,692	156,691
Investment Income	26,366	26,366
Total Revenues	<u>\$ 2,305,058</u>	<u>\$ 2,305,057</u>

Section 4. The following amounts were appropriated and expended for the project:

	<u>Budget</u>	<u>Actual</u>
Project Expenditures	\$ 2,295,960	\$ 2,295,959
Transfer to General Government Fund	9,098	9,098
	<u>\$ 2,305,058</u>	<u>\$ 2,305,057</u>

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

Adopted this 23rd day of May, 2011.

CAPITAL PROJECT ORDINANCE CLOSEOUT
CLO 2011-15 (CPO 2005-6)

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 closed:

Section 1. The project closing authorized is to Capital Project Ordinance 2005-6, adopted January 24, 2005, as amended, for the funding of the Bonnie Doone Park.

Section 2. The project director is hereby directed to proceed with the necessary closing entries and collection of any and all grant and loan agreements outstanding.

Section 3. The following revenues were made available to the City for the project:

	<u>Budget</u>	<u>Actual</u>
State Grant - PARTF Grant	\$ 249,895	\$ 249,895
General Fund Transfer	230,000	229,789
Donation Fayetteville Junior League	75,000	75,000
Total Revenues	<u>\$ 554,895</u>	<u>\$ 554,684</u>

Section 4. The following amounts were appropriated and expended for the project:

	<u>Budget</u>	<u>Actual</u>
Project Expenditures	<u>\$ 554,895</u>	<u>\$ 554,684</u>

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

Adopted this 23rd day of May, 2011.

CAPITAL PROJECT ORDINANCE CLOSEOUT
CLO 2011-16 (CPO 2009-22)

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 closed:

Section 1. The project closing authorized is to Capital Project Ordinance 2009-22, adopted April 27, 2009, for the construction of five foot sidewalks located at: Cliffdale Road at the parcel to 71st School Road, Cliffdale Road to Hidden Creek Village, Hidden Creek Village east end to Bunce Road, Waters Edge Road on the south side of Cliffdale Road, and Pritchett Road to Cliffdale Road across from Cliffdale Recreation Center.

Section 2. The project director is hereby directed to proceed with the necessary closing entries and collection of any and all grant and loan agreements outstanding.

Section 3. The following revenues were made available to the City for the project:

	<u>Budget</u>	<u>Actual</u>
NC Department of Transportation	<u>\$ 60,000</u>	<u>\$ 58,236</u>

Section 4. The following amounts were appropriated and expended for the project:

	<u>Budget</u>	<u>Actual</u>
Project Expenditures	<u>\$ 60,000</u>	<u>\$ 58,236</u>

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

Adopted this 23rd day of May, 2011.

SPECIAL REVENUE FUND PROJECT ORDINANCE CLOSEOUT
CLO 2011-8 (SRO 2010-15)

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 closed:

Section 1. The project closing authorized is to Special Revenue Project Ordinance 2010-15, adopted March 22, 2010, for the funding of the 2009 Community Waste Reduction and Recycling Grant awarded by the N.C. Department of Environment and Natural Resources.

Section 2. The project director is hereby directed to proceed with the necessary closing entries and collection of any and all grant and loan agreements outstanding.

Section 3. The following revenues were made available to the City for the project:

	<u>Budget</u>	<u>Actual</u>
N.C. Department of Environment and Natural Resources	\$ 22,000	\$ 20,714
Recycling Fund Transfer	3,458	3,143
Local Match - Fayetteville/Cumberland Arts Council	500	500
Local Match - Pratt Industries, USA	500	500
	<u>\$ 26,458</u>	<u>\$ 24,857</u>

Section 4. The following amounts were appropriated and expended for the project:

	<u>Budget</u>	<u>Actual</u>
Project Expenditures	<u>\$ 26,458</u>	<u>\$ 24,857</u>

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

Adopted this 23rd day of May, 2011.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Lisa Smith, Chief Financial Officer
DATE: May 23, 2011
RE: **Capital Project Ordinance Amendment 2011-16 (Transit Capital Grant 469), Special Revenue Project Ordinance Amendment 2011-5 (Transit Planning Grant 469) and Budget Ordinance Amendment 2011-13 (General Fund)**

THE QUESTION:

Capital Project Ordinance Amendment 2011-16 will appropriate a \$238,369 match from the NCDOT and will reduce the General Fund transfer by the same amount. Special Revenue Project Ordinance Amendment 2011-5 will appropriate a \$23,514 match from the NCDOT and will reduce the General Fund transfer by the same amount. Budget Ordinance Amendment 2011-13 will reduce the transfer from the General Fund to the various Transit Funds by a total of \$193,974, and reduce the General Fund fund balance appropriation by the same amount.

RELATIONSHIP TO STRATEGIC PLAN:

Goal 3: More Efficient City Government – Cost-Effective Service Delivery. Objective 3: Investing in City's future infrastructure, facilities and equipment.

Principle A: Great Place to Live – Accessible and efficient transit throughout the City.

BACKGROUND:

- Transit received a federal grant for various capital and planning items in December 2010. At that time, the City did not know if the NCDOT would provide a local match for the grant funded project. To proceed with purchases and activities authorized in the grant, including the purchase of replacement buses, the City provided the full local match, assuming that NCDOT would not approve any funds for the project.
- To fund the full local match, the City used funds included in the FY2011 original budget for Transit funding matches, as well as funds designated at June 30, 2010 for Transit one-time enhancements and marketing, and undesignated General Fund fund balance.
- At its April meeting, NCDOT approved a matching grant award of \$261,883 for the Transit project as follows: \$238,369 for the capital portion of the project and \$23,514 for the planning portion of the project.
- The recommended capital and special revenue project amendments will appropriate the funds awarded by the State and reduce the General Fund match by the same amount.
- Budget Ordinance Amendment 2011-13 reduces the General Fund match for the Transit capital and planning grants by \$261,883, consistent with the project amendments outlined above, and restores \$67,909 that was originally designated for one-time Transit enhancements and marking improvements. The net impact of these actions is a \$193,974 reduction in the General Fund transfer to the Transit Funds.

ISSUES:

None.

BUDGET IMPACT:

See background information above.

OPTIONS:

1) Adopt Capital Project Ordinance Amendment 2011-16, Special Revenue Project Ordinance Amendment 2011-5, and Budget Ordinance Amendment 2011-13.

2) Do not adopt Capital Project Ordinance Amendment 2011-16, Special Revenue Project Ordinance Amendment 2011-5, or Budget Ordinance Amendment 2011-13.

RECOMMENDED ACTION:

Adopt Capital Project Ordinance Amendment 2011-16, Special Revenue Project Ordinance Amendment 2011-5, and Budget Ordinance Amendment 2011-13.

ATTACHMENTS:

CPOA 2011-16

SROA 2011-5

Budget Ordinance Amendment 2011-13

CAPITAL PROJECT ORDINANCE AMENDMENT
CHANGE 2011-16 (CPO 2011-10)

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 amended:

Section 1. The project change authorized is to Capital Project Ordinance 2011-10, adopted March 14, 2011, as amended, for the funding of the Transit Capital Grant 469, which includes funds for the replacement and rehabilitation of buses, technology upgrades, building renovations, bus shelters and pedestrian walkways.

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:

	<u>Listed As</u>	<u>Amendment</u>	<u>Revised</u>
Federal Transit Administration	\$ 2,344,755	\$ -	\$ 2,344,755
North Carolina Department of Transportation	-	238,369	238,369
Local Match - General Fund Transfer	511,376	(238,369)	273,007
	<u>\$ 2,856,131</u>	<u>\$ -</u>	<u>\$ 2,856,131</u>

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

Project Expenditures	<u>\$ 2,856,131</u>	<u>\$ -</u>	<u>\$ 2,856,131</u>
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Section 5. Copies of this capital project ordinance amendment shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Adopted this 23rd day of May, 2011.

SPECIAL REVENUE FUND PROJECT ORDINANCE AMENDMENT
CHANGE 2011-5 (ORD 2011-10)

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 amended:

Section 1. The project change authorized is to the Special Revenue Project Ordinance 2011-10, adopted March 14, 2011, as amended, for the FY 2011 Transit Planning Grant 469 awarded by the Federal Transit Administration.

Section 2. The project director is hereby directed to proceed with the project within the terms of the various grant agreements executed with the Federal and State governments and within the funds appropriated herein.

Section 3. The following revenues are anticipated to be available to the City to complete the project:

	<u>Listed As</u>	<u>Amendment</u>	<u>Revised</u>
Federal Transit Administration	\$ 188,118	\$ -	\$ 188,118
North Carolina Department of Transportation	-	23,514	23,514
Local Match - General Fund Transfer	47,029	(23,514)	23,515
\$ -	<u>\$ 235,147</u>	<u>\$ -</u>	<u>\$ 235,147</u>

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

Project Expenditures	<u>\$ 235,147</u>	<u>\$ -</u>	<u>\$ 235,147</u>
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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 23rd day of May, 2011.

2010-2011 BUDGET ORDINANCE AMENDMENT
CHANGE 2011-13

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.

<u>Item</u>	<u>Listed As *</u>	<u>Revision</u>	<u>Revised Amount</u>
<u>Schedule A: General Fund</u>			
Fund Balance Appropriation	\$ 9,676,917	\$ (193,974)	\$ 9,482,943
All Other General Fund Revenues and OFS	132,936,254	-	132,936,254
Total Estimated General Fund Revenues and Other Financing Sources	<u>\$ 142,613,171</u>	<u>\$ (193,974)</u>	<u>\$ 142,419,197</u>

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:

<u>Item</u>	<u>Listed As *</u>	<u>Revision</u>	<u>Revised Amount</u>
<u>Schedule A: General Fund</u>			
Other Appropriations	\$ 21,975,956	\$ (193,974)	\$ 21,781,982
All Other General Fund Departments	120,637,215	-	120,637,215
Total Estimated General Fund Expenditures	<u>\$ 142,613,171</u>	<u>\$ (193,974)</u>	<u>\$ 142,419,197</u>

Adopted this 23rd day of May, 2011.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Lisa Smith, Chief Financial Officer
DATE: May 23, 2011
RE: **Capital Project Ordinance Amendment 2011-17 (Land for the Transit Multi-Modal Center)**

THE QUESTION:

This amendment will reduce the original \$500,000 budget for the Transit Multi-Modal Center land project by \$166,231.

RELATIONSHIP TO STRATEGIC PLAN:

Goal 3: More Efficient City Government – Cost-Effective Service Delivery. Objective 3: Investing in City's future infrastructure, facilities and equipment.

Principle A: Great Place to Live – Accessible and efficient transit throughout the City.

BACKGROUND:

- In May 2009, Council approved a General Fund Transfer of \$500,000 to purchase land for the future Transit Multi-Modal Center.
- At the time of the original appropriation, it was expected that a portion of it would be used as the local match for a related future grant.
- In September 2010, Transit was awarded a grant to purchase land for the future multi-modal Center. The grant required a local match of \$166,231. The City's matching funds came from the initial transfer of \$500,000 that occurred in May of 2009.
- This amendment will reduce the original \$500,000 project budget for land by the \$166,231 local match, since those funds are now accounted for in the grant project budget.

ISSUES:

None.

BUDGET IMPACT:

See background information above.

OPTIONS:

- 1) Adopt Capital Project Ordinance Amendment 2011-17.
- 2) Do not adopt Capital Project Ordinance Amendment 2011-17.

RECOMMENDED ACTION:

Adopt Capital Project Ordinance Amendment 2011-17.

ATTACHMENTS:

CPOA 2011-17

CAPITAL PROJECT ORDINANCE AMENDMENT
CHANGE 2011-17 (CPO 2009-24)

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 amended:

Section 1. The project change authorized is to Capital Project Ordinance 2009-24, adopted May 26, 2009, as amended, for the purchase of land needed for the development of the Transit Multi-Modal Center.

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:

	<u>Listed As</u>	<u>Amendment</u>	<u>Revised</u>
General Fund Transfer	<u>\$ 500,000</u>	<u>\$ (166,231)</u>	<u>\$ 333,769</u>

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

Project Expenditures	<u>\$ 500,000</u>	<u>\$ (166,231)</u>	<u>\$ 333,769</u>
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Section 5. Copies of this capital project ordinance amendment shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Adopted this 23rd day of May, 2011.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Lisa Smith, Chief Financial Officer
DATE: May 23, 2011
RE: **Capital Project Ordinance Amendment 2011-18 (Transit Capital Enhancements & Improvements)**

THE QUESTION:

Capital Project Ordinance Amendment 2011-18 will appropriate additional funding for Transit improvements and enhancements resulting from the variance between the original FY2010 General Fund budgeted transfer and the actual General Fund transfer to the Transit Operating Fund to cover FY2010 expenditures and year-end encumbrances.

RELATIONSHIP TO STRATEGIC PLAN:

Goal 3: More Efficient City Government – Cost-Effective Service Delivery. Objective 3: Investing in City's future infrastructure, facilities and equipment.

Principle A: Great Place to Live – Accessible and efficient transit throughout the City.

BACKGROUND:

- At the June 21, 2010 City Council worksession, City Council approved a motion to designate use of the excess budgeted General Fund transfer to the Transit Operating Fund for various one-time Transit capital improvements and enhancements.
- At the June 28 meeting, Council used a portion of these funds to establish a \$459,000 transit capital enhancements project budget.
- After the fiscal year 2010 financial records were closed, the remaining variance between the actual General Fund transfer and the original General Fund budgeted transfer for the Transit Operating Fund was determined and an additional \$126,707 was designated for transit enhancements.
- Of the \$126,707 that was designated, \$58,798 was used to provide a portion of the local match for a transit capital grant and \$60,000 remains designated for business development and marketing initiatives. This ordinance amendment appropriates the remaining \$7,909 to a capital project budget for transit improvements and enhancements.

ISSUES:

None.

BUDGET IMPACT:

See background information above.

OPTIONS:

- 1) Adopt Capital Project Ordinance Amendment 2011-18.
- 2) Do not adopt Capital Project Ordinance Amendment 2011-18.

RECOMMENDED ACTION:

Adopt Capital Project Ordinance Amendment 2011-18.

ATTACHMENTS:

CPOA 2011-18

CAPITAL PROJECT ORDINANCE AMENDMENT
CHANGE 2011-18 (CPO 2010-24)

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 amended:

Section 1. The project change authorized is to Capital Project Ordinance 2010-24, adopted June 28, 2010, as amended, for the funding of various Transit capital improvements and enhancements.

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:

	<u>Listed As</u>	<u>Amendment</u>	<u>Revised</u>
General Fund Transfer	<u>\$ 459,000</u>	<u>\$ 7,909</u>	<u>\$ 466,909</u>

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

Project Expenditures	<u>\$ 459,000</u>	<u>\$ 7,909</u>	<u>\$ 466,909</u>
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Section 5. Copies of this capital project ordinance amendment shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Adopted this 23rd day of May, 2011.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Tom Bergamine, Chief of Police
DATE: May 23, 2011
RE: **Local Government Resolution (Governor's Highway Safety Program)**

THE QUESTION:

The Police Department is applying for funding on behalf of the Cumberland County Sobriety Court to fund 30 ankle bracelets to monitor high risk Driving While Impaired (DWI) Offenders who are awaiting trial. The resolution is required by the Governor's Highway Safety Program to ensure that the named official, Dale Iman, has the authority to apply for funding on behalf of the City of Fayetteville.

RELATIONSHIP TO STRATEGIC PLAN:

Great Place to Live: a clean and safe community
Desireable Neighborhoods: safe and secure neighborhoods

BACKGROUND:

The Police Department has a close working relationship with the Sobriety Court and will act as a pass through agency for this necessary funding.

ISSUES:

None.

BUDGET IMPACT:

There is a required match of \$7,325.76; however, this will not be a cash match. It will be provided in-kind by salaries of the Police Department Captain and Sergeant who participate in this project.

OPTIONS:

- Authorize the City Manager to apply for these funds.
- Do not authorize the City Manager to apply for these funds.

RECOMMENDED ACTION:

Authorize the City Manager to apply for these funds.

ATTACHMENTS:

Sobriety Court Resolution

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CITY COUNCIL ACTION MEMO

TO: Mayor and Members Of City Council
FROM: Tami Lewis, Senior Paralegal
DATE: May 23, 2011
RE: **Adopt A Resolution Declaring Jointly-Owned Real Property Surplus And Authorizing A Quitclaim of the City's Interest In Order To Expedite Cumberland County's Sale of Property**

THE QUESTION:

How Best to respond to a request from Cumberland county for assistance in expediting the sale of jointly-owned real property.

RELATIONSHIP TO STRATEGIC PLAN:

More Efficient City Government

BACKGROUND:

Cumberland County and the City of Fayetteville received joint title to three properties identified as:

1-PIN 0438-07-0224 being 718 Wilma Street

2-PIN 0429-80-2953 being 5.76 acres Wicker Land (landlocked)

3-PIN 0428-92-9668 being Ada Boone Property on Coley Drive

Title to the subject properties is jointly held due to the 2010 foreclosure by the County in its role as tax administrator. The County has received an offer to purchase said property for a price equaling the foreclosure bid, i.e. \$10,831.77. The County is requesting the City declare the properties surplus and quitclaim the City's interest to the County in order to expedite the sale. From these proceeds, the City will receive \$498.87 for the assessment listed within the final report. If the present bid is declined, there is a good chance the properties will remain in joint government ownership not earning taxes and requiring upkeep.

ISSUES:

None

BUDGET IMPACT:

OPTIONS:

1. Accept the County's request and quitclaim the City's title to the County.
2. Decline the County's request.

RECOMMENDED ACTION:

Adopt the attached resolution declaring the properties surplus and authorize the City Manager to sign a quitclaim deed conveying the City's interest to the County.

ATTACHMENTS:

Resolution Declaring Real Property Surplus

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND
CITY OF FAYETTEVILLE**

Resolution R2011_____

***RESOLUTION DECLARING PROPERTY EXCESS
TO CITY'S NEEDS AND QUITCLAIMING CITY TITLE
IN THE PROPERTY TO CUMBERLAND COUNTY***

WHEREAS, the City of Fayetteville and the County of Cumberland jointly own real property in Cumberland County, said properties having the following tax map designation and locations –

- 1- PIN 0438-07-0224 being 718 Wilma Street
- 2- PIN 0429-80-2953 being 5.76 acres Wicker Land (landlocked)
- 3- PIN 0428-92-9668 being Ada Boone property on Coley Drive; and

WHEREAS, the City of Fayetteville has a financial interest in the form of getting the real property back on the tax books; and

WHEREAS, the property is surplus to the needs of the City of Fayetteville; and

WHEREAS, the County of Cumberland has received an offer to purchase the parcels and requests that the City of Fayetteville join in the sale of the property by declaring the parcels surplus to the City's needs and quitclaiming the City's title to the County; and

WHEREAS, the City Council of the City of Fayetteville finds such actions to be in the public interest.

NOW THEREFORE, the City Council of the City of Fayetteville hereby declares that the aforesaid real property is surplus to City's needs and authorizes its Manager to sign a deed quitclaiming title to the County of Cumberland.

ADOPTED this _____ day of _____, 2011 by the City Council of the City of Fayetteville, North Carolina.

CITY OF FAYETTEVILLE

(SEAL)

By: _____
Dale Iman, City Manager

ATTEST:

Jennifer Penfield, Deputy City Clerk

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Dale Iman, City Manager
DATE: May 23, 2011
RE: **Public Hearing on the Fiscal Year 2011-2012 Recommended Budget**

THE QUESTION:

The public hearing has been set to receive comments regarding the proposed fiscal year 2011-2012 budget.

RELATIONSHIP TO STRATEGIC PLAN:

Mission Principle: Financially Sound City Government

BACKGROUND:

The Fiscal Year 2011-2012 Recommended Budget document has been distributed to City Council and also made available for public inspection at the office of the City Clerk and on the city website.

ISSUES:

N/A

BUDGET IMPACT:

As presented in the Fiscal Year 2011-2012 Recommended Budget document.

OPTIONS:

N/A

RECOMMENDED ACTION:

Public input only. No action required.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Karen Hilton, Manager, Planning and Zoning Division
DATE: May 23, 2011
RE: **Case P11-07F. The remapping of all Zoning Districts within the City of Fayetteville to the closest matching or appropriate districts within the new Unified Development Ordinance (UDO). This affects all owners of property within the city limits of Fayetteville.**

THE QUESTION:

Does the proposed systematic translation to new UDO Zoning Districts provide the closest reasonable match to the current Zoning Districts being replaced?

RELATIONSHIP TO STRATEGIC PLAN:

Growth and Development

BACKGROUND:

Owner: All owners of property within Fayetteville's City Limits

Applicant: City of Fayetteville

Requested Action: Appropriate translation to the closest matching new UDO districts

Property Address: All properties within Fayetteville's City Limits (over 75,000 parcels)

2010 Land Use Plan: Applicable when more than 1 reasonable matching district is available...this is a 1 to 1 remapping project

Postcards, letters and advertising:

Postcards: 57,296 postcards were mailed the week of March 20th to the owners of each property within the City Limits of Fayetteville. These advertised three (3) community meetings and the 4 public hearings (2 each for Zoning Commission and City Council).

Letters: 4,921 letters regarding the public hearings were mailed April 29th to property owners living outside of the general circulation area for the Fayetteville Observer newspaper.

Advertisement: One half page advertisement ran twice in the Fayetteville Observer, on April 29th and on May 7th. A reminder block ad is scheduled for Friday, May 20.

Purpose:

With adoption of the new Unified Development Ordinance (UDO), the existing zoning for all property in the city must be changed to an appropriate new zoning district. The UDO regulations, which replace Chapters 25-Subdivisions and 30-Zoning in the City Code, govern the use and development of land in the City of Fayetteville. The May cycle of public hearings will consider all properties except those shown in white with a blue solid border on the draft Official Zoning Maps (Part 1) or on a supplemental list. The remaining properties, Part 2, will be considered in the second set of hearings in June.

Community Meetings:

On March 29th, 31st and April 5th over 126 citizens participated in a series of community meetings at both the Kiwanis Community Center and Fayetteville City Hall to receive input on the proposed zoning district translations. At these meetings, which were four (4) hours each, the entire area was broken down to four quadrants and two staff were available for each quadrant to discuss the large maps of both the existing and proposed zoning districts. For citizens that had additional questions or were unhappy with the translation of their zoning district, information sheets were available to be filled out and to request a follow up phone call or individual meeting with staff.

Individual Meetings and Resulting Zoning Map:

The City's community meetings, radio spots, and advertising generated over 100 calls, emails and individual meetings. Following these conversations, staff prepared the proposed zoning map for

consideration at the May public hearings. Properties for which a different district is requested or recommended or which are still under analysis are shown in white with a blue outline and have been scheduled for the June cycle of hearings. The attached chart lists these properties plus requests for June consideration after the map was prepared.

Additional information such as maps of the existing and proposed zoning, the UDO text, translation guides and frequently asked questions may be found on the City's website at http://www.ci.fayetteville.nc.us/new_udo_zoning/

ISSUES:

The primary objective for the remapping project is to find the closest possible match between the existing zoning district and the new UDO zoning district. Example: Property zoned R10 and developed as single family will be translated as SF10. When there are similar new districts requiring a choice or when a straight translation makes an existing use non-conforming, the existing uses and the surrounding street and development patterns plus any approved plans provide guidance in identifying the closest matching district. Example: Property zoned M2 but developed commercially would translate to HI Heavy Industrial but the uses then become non-conforming, so a translation to LC or CC (Limited or Community Commercial) is considered.

All advertising and public information has emphasized that the new zoning map is not an opportunity to make existing non-conforming uses conforming, to change the zoning of a property in the sense of a standard rezoning, or to correct what may appear to be an improper or undesirable zoning.

The Zoning Commission held a public hearing on May 10th to discuss the proposed zoning map changes that would result from the implementation of the Unified Development Ordinance (UDO). There were approximately 15 citizens in attendance, two of whom signed up to speak during the hearing. The two issues raised by the speakers were conservation of all property around streams and the possible extension of Temple Avenue.

At the close of the Public Hearing, the commission moved to recommend approval of the proposed zoning map as submitted by staff with the exception of several properties that would be held over to their June Public Hearing for more detailed analysis. A list of these properties is attached to the Council's Action Memo.

BUDGET IMPACT:

This is a one to one remapping process and there should be no increase in cost of providing public services and this should not affect the City's tax base.

OPTIONS:

- 1) Recommend approval of remapping as recommended by Commission & Staff (Recommended);
- 2) Recommend approval of remapping with changes;
- 3) Recommend Denial of the remapping and provide direction regarding desired changes.

RECOMMENDED ACTION:

Zoning Commission and Staff recommend that the City Council move to APPROVE the remapping of all zoning districts within the City Limits as shown on the proposed Official Zoning Map (excluding those properties listed on the attached sheet which will be heard at the June remapping public hearings).

ATTACHMENTS:

UDO Transition Table
June Public Hearing Requests
UDO Zoning May 2011

TABLE 30-1.G.6: ZONING DISTRICT TRANSITION TABLE

FORMER ZONING DISTRICT	NEW ZONING DISTRICT [1]
SPECIAL DISTRICTS	
CD Conservation	CD Conservation
AR Agricultural-Residential	AR Agricultural-Residential
	MA Military/Airport
RESIDENTIAL DISTRICTS	
R15 Residential 15	SF-15 Single-Family Residential 15
R10 Residential 10	SF-10 Single-Family Residential 10
R6 Residential 6	SF-6 Single-Family Residential 6
R5A Residential 5A	MR-5 Mixed Residential 5
R5 Residential 5	
MHPD Manufactured Home Park District	MH Manufactured Home
BUSINESS DISTRICTS	
P1 Professional 1	OI Office & Institutional
P4 Neighborhood Professional	
P2 Professional 2	
C1A Area Commercial	NC Neighborhood Commercial
P3(P) Flex Office	
C1 Local Business [2]	Neighborhood Commercial or LC Limited Commercial or CC Community Commercial CC Community Commercial or LI Light Industrial
C1P Shopping Center [2]	
C3 Heavy Commercial [3]	
MU-C Mixed-Use Conditional Zoning [4]	
	MU Mixed-Use
C2 Central Business	DT Downtown
C2P Central Business P	
C2S Central Business S	
M1 Industrial	LI Light Industrial
M2 Industrial	HI Heavy Industrial
PLANNED DEVELOPMENT DISTRICTS	
PND Planned Neighborhood Development [5]	
	PD-R Planned Development Residential
	PD-EC Planned Development Employment Center
	PD-TN Planned Development Traditional Neighborhood
OVERLAY DISTRICTS	
HD Historic District	HLO Historic/Landmark Overlay
MH(O) Manufactured Home Overlay	MHO Manufactured Home Overlay
NAPZ1 Noise Accident Potential Zone 1	NPO Noise-Accident Potential Overlay
NAPZ2 Noise Accident Potential Zone 2	
T(O) Tower Overlay	[Deleted]
	APO Airport Overlay
	HAO Hospital Area Overlay
	SHO Special Highway Overlay
	MCO Murchison Road Corridor Overlay
	NCO Neighborhood Conservation Overlay
	CFO Cape Fear Overlay

Zoning Change Requests						
Applicant	Address	GIS PIN	Current Zoning	UDO Zoning	Requested Zone	Staff Recommendation
Cam Stout	Elm Street	0428-22-5916	C1P	SF-6	LC	
	Boone Trail Extension	0426-25-5453	P2	OI	CC	
	4207 Sweetwater Drive	0439-49-6388	R6	SF-6	CC	
	4202 Sweetwater Drive	0439-49-6029	R6	SF-6	CC	
	4204 Sweetwater Drive	0439-49-7120	R6	SF-6	CC	
Ronald Richardson	720 Teachers Drive	0436-99-3010	M2	HI	MR-5	
	719 Teachers Drive	0436-95-3855	M2	HI	MR-5	
	706 Bullard Street	0436-98-3784	M2	HI	MR-5	
	801 Teachers Drive	0436-98-2822	M2	HI	MR-5	
	811 Teachers Drive	0436-98-2746	M2	HI	MR-5	
	811 Teachers Drive	0436-98-2750	M2	HI	MR-5	
	813 Teachers Drive	0436-98-2675	M2	HI	MR-5	
	815 Teachers Drive	0436-98-2589	M2	HI	MR-5	
	817 Teachers Drive	0436-98-2583	M2	HI	MR-5	
	818 Teachers Drive	0436-98-1511	M2	HI	MR-5	
Roger Harris	822 Teachers Drive	0436-98-1415	M2	HI	MR-5	
	350 N Eastern Blvd	0447-03-7810	M2	HI	CC	
Debbie Liebers	3439 Dundle Road	9495-10-6231	C1	NC	?	
Belvia & Andrew Williams	McCarthy Street	0418-29-4945	R5	MR-5	CC	
	N/A	0418-29-5938	R5	MR-5	CC	
	N/A	0419-20-6031	R5	MR-5	CC	
	409 Bonnie Street	0418-29-4862	R5	MR-5	CC	
	N/A	0418-29-5844	R5	MR-5	CC	
Walter C. Moorman	114 Bonnie Street	0418-29-6837	R5	MR-5	CC	
	110 Bonnie Street	0418-29-7819	R5	MR-5	CC	
	1607 Pugh Street	0427-75-6080	R15	SF-15	SF-6	
	1609 Pugh Street	0427-74-6917	R15	SF-15	SF-6	
	1611 Pugh Street	0427-74-5938	R15	SF-15	SF-6	
	1701 Pugh Street	0427-74-4938	R15	SF-15	SF-6	
	1705 Pugh Street	0427-74-3929	R15	SF-15	SF-6	
	1707 Pugh Street	0427-74-2959	R15	SF-15	SF-6	
	1709 Pugh Street	0427-74-1989	R15	SF-15	SF-6	
	1711 Pugh Street	0427-74-1919	R15	SF-15	SF-6	
Don Broadwell	1713 Pugh Street	0427-75-0021	R15	SF-15	SF-6	
	Military Business Park	Military Business Park	M2	HI	?	
Don Broadwell	110 Lamb Street	0427-66-7155	R15	SF-15	SF-10	

Zoning Change Requests						
Applicant	Address	GIS PIN	Current Zoning	UDO Zoning	Requested Zone	Staff Recommendation
Thomas Barker	2274 Gillis Hill Road	9486-45-7083	C1	LC		
	7603 Raeford Road	9486-55-1866	C1P	NC		
	N/A	9486-54-2995	CD/PND	CD/SF-10		
	N/A	9486-65-0161	PND	SF-10		
	2321 Gillis Hill Road	9486-34-9273	PND	SF-10		
	N/A	9486-95-0597	PND	SF-10	?	
John Gillis	N/A	9486-85-5073	PND	SF-10		
	N/A	9486-24-3086	C1P	LC	CC	
	Gillis Hill Road	9486-33-1108	C1P	LC	CC	
	2561 Gillis Hill Road	9486-22-8663	C1P/CD	LC/CD	CC	
	N/A	0406-09-5137	C1P	LC	CC	
	6605 Raeford Road	0406-09-6372	C1P	LC	CC	
	2148 Rim Road	9486-46-9665	C1P	NC	CC	
	7604 Raeford Road	9486-56-1164	C1P	NC	CC	
	?	9486-46-9227	C1P	?	CC	
	7593 Raeford Road	9486-55-3779	C1P	NC	CC	
Hospital (Andrews Rd)	199 Andrews Road	0531-72-9323	C1	LC		
	201 Andrews Road	0531-71-8969	C1	LC		
	N/A	0531-71-8760	C1	LC		
	6387 Rosser Drive	0531-71-7651	C1	LC		
	6369 Rosser Drive	0531-71-6373	C1	LC		
	N/A	0531-81-1498	C1	LC		
	N/A	0531-81-0323	C1	LC	?	
Jared Fryer	1767 Mteromedical Drive	0426-16-4991	P2	OI		
	N/A	0426-16-4812	N/A	N/A		
	1781 Metromedical Drive	0426-16-5725	P2	OI		
	1901 Owen Drive	0426-15-7231	C1P	CC		
	3104 Turtle Point Drive	0426-27-1114	R5A	MR-5		
	1725 Metromedical Drive	0426-17-4124	P2/R10	OI/SF-10		
	2014 Litho Street	0426-59-7345	C1P	LC		
	N/A	0426-59-9389	C1P	LC		
	418 Ray Avenue	0437-66-1541	R5/P2/C2P/C3	MR-5/OI/CC/DT		
	2209 Robeson Street	0427-50-2003	C1	LC		
	Robeson Street	0427-40-9153	C1	LC		
	3186 Village Drive	0426-16-2454	C1P	CC		
	2950 101 Village Drive	0426-16-5541-201	C1P	CC		
	2950 201 Village Drive	0426-16-5541-101	C1P	CC	?	

Zoning Change Requests						
Applicant	Address	GIS PIN	Current Zoning	UDO Zoning	Requested Zone	Staff Recommendation
Butch Dunlap	Cliffdale Road	0417-07-5002	M2	HI		
	Cliffdale Road	0417-06-6874	COUNTY	COUNTY		
	N/A	9497-48-4978	R5A/C3	MR-5/CC		
	818 B Bedrock Drive	0408-38-7090	R10	SF-10		
	512 McPherson Church Road	0418-42-0524	C1P	LC		
	Sycamore Dairy Road	0418-42-2598	C1P	LC		
	Sycamore Dairy Road	0418-42-4656	C1P	LC		
	N/A	0407-87-4885	C1P	LC		
	321 Hilliard Drive	0439-29-8125	R10	SF-10		
	N/A	0439-39-1808	R10	SF-10		
	437 Crystal Drive	0439-39-5400	R10	SF-10		
	443 Crystal Drive	0439-39-2365	R10	SF-10		
	502 Setter Drive	0530-30-8380	R6	SF-6		
	5600 Cliffdale Road	0407-96-8604	M2	HI		
	N/A	0531-43-5273	PND	SF-10	?	
	N/A	0531-63-0191	PND	SF-10		
Dharmesh Patel	7383 Stoney Point Road	9495-10-6440	AR	AR	LC	
Habitat for Humanity	509 Grace Avenue	0436-88-0615	M2	HI	MR-5	
	Grace Avenue	0436-88-0667	M2	HI	MR-5	
	515 Grace Avenue	0436-88-1618	M2	HI	MR-5	
	N/A	0436-88-1753	M2	HI	MR-5	
	517 Grace Avenue	0436-88-1676	M2	HI	MR-5	
	510 Grace Avenue	0436-88-0468	M2	HI	MR-5	
	Grace Avenue	0436-88-1419	M2	HI	MR-5	
	516 Grace Avenue	0436-88-1550	M2	HI	MR-5	
	520 Grace Avenue	0436-88-2502	M2	HI	MR-5	
Neil Grant	510 McPherson Church Road	0418-42-1405	C1P	LC	CC	
	504 McPherson Church Road	0418-42-1279	C1P	LC	CC	
	McPherson Church Road	0418-42-6343	C1P	LC	CC	
	490 McPherson Church Road	0418-42-1141	C1P	LC	CC	
	482 McPherson Church Road	0418-42-1080	C1P	LC	CC	
	N/A	0418-42-3059	C1P	LC	CC	
Tommy Bradford	N/A	0418-42-4158	C1P	LC	CC	
	McPherson Church Road	0417-81-9543	C1P	LC	?	
	639 Executive Place	0427-32-6502	C1P	LC	CC	
	1540 Purdue Drive	0427-20-6631	P2	OI	CC	
	2919 Breezewood Avenue	0427-20-2768	P2	OI	CC	

Zoning Change Requests						
Applicant	Address	GIS PIN	Current Zoning	UDO Zoning	Requested Zone	Staff Recommendation
Cape Fear Plaza	713 Grove Street	0447-04-9199	M2	HI	CC	
	360 Eastern Boulevard	0447-03-7976	M2	HI	CC	
	344 Eastern Boulevard	0447-03-6680	M2	HI	CC	
	316 Eastern Boulevard	0447-03-6475	M2	HI	CC	
	330 Eastern Boulevard	0447-13-0551	M2	HI	CC	
	321 Eastern Boulevard	0447-03-2725	M2	HI	CC	
	315 Eastern Boulevard	0447-03-3589	M2	HI	CC	
Chris Manning	Shawcroft Road	0530-48-9041	PND	PND		
	347 Shawcroft Road	0530-57-2629	PND	PND		
	N/A	0439-31-3613	R10	SF-10		
	Preston Avenue	0428-46-9409	R6	SF-6		
	Bombay Drive	0456-10-4048	R10	SF-10		
	Sheila Street	0425-64-5516	COUNTY	COUNTY		
	N/A	9487-75-7051	R6	SF-6		
	N/A	9487-74-7238	R6	SF-6		
	N/A	9487-83-6743	R6	SF-6		
	N/A	9487-64-9166	N/A	N/A		
	Schult Drive	9487-83-1476	R6	SF-6		
	Olsted Road	9487-33-9006	R10	SF-10		
	8506 Olsted Road	9487-33-7848	R10	SF-10		
	Cliffdale Road	9487-34-3260	R6	SF-6		
	Candlelight Drive	0530-53-7831	R6	SF-6		
Dawn Driggers	5215 Arbor Road	0530-53-6361	C1P	LC	?	
	500 Fisher Street	0436-88-4845	M2	HI	?	
Joe Riddle	N/A	0406-95-3296	R10	SF-10		
	1913 Biltmore Drive	0406-93-5449	R10	SF-10		
	N/A	0406-93-9361	R10	SF-10		
	5800 Rivercroft Drive	0406-12-5924	R10	SF-10		
	N/A	0406-11-4085	N/A	N/A		
	6152 Lonestar Road	0408-16-7319	PND	SF-10		
	Glensford Drive	0417-28-2611	C1P	CC		
	Glensford Drive	0417-26-2808	P2	OI		
	Sycamore Dairy Road	0418-53-3255	C1P	LC		
	N/A	0418-30-8588	C1P	CC		
	N/A	9485-34-2425	CD	CD		
	Meadowcroft Drive	0530-50-5600	C1P	CC		
	Meadowcroft Drive	0530-40-9691	C1P	CC	?	

Zoning Change Requests						
Applicant	Address	GIS PIN	Current Zoning	UDO Zoning	Requested Zone	Staff Recommendation
Joe Riddle	N/A	0530-41-9723	R10	SF-10		
	Ramsey Street	0530-51-8477	C1P	LC		
	Ramsey Street	0530-51-9133	C1P	LC		
	Ramsey Street	0530-51-6470	C1P	LC		
	Arbor Drive	0530-51-3017	R10	SF-10		
	Arbor Drive	0530-51-4313	R10	SF-10		
	700 McArthur Road	0530-31-2280	R6	SF-6		
	4632 Ramsey Street	0530-60-2285	R10	SF-10		
	Ramsey Street	0439-69-6808	R10	SF-10		
	Duncastle Road	0417-17-5787	C1P	LC	?	
	N/A	0426-60-6981	N/A	N/A		
	N/A	0417-48-9851	P2/C1P	OI/CC		
	103 S. McPherson Church Road	0417-49-8073	C1P	CC		
Joe Riddle	3709 Morganton Road	0417-59-0018	P2/C1P	OI/CC		
	2303 Gillespie Street	0436-12-4155	C3	CC		
	301 N. McPherson Church Road	0418-41-0172	C1P	CC		
	231 N. McPherson Church Road	0418-40-1762	C1P	CC		
	420 Owen Drive	0416-98-9401	C1	LC		
	Lakewell Circle	9495-87-7694	R10	SF-10		
	Lakewell Circle	9495-87-8712	R10	SF-10		
	N/A	9495-19-8098	R15	SF-15		
	2407 Larwood Drive	9496-30-0954	R15	SF-15		
	Duncastle Road	0417-17-8758	C1P	LC		
	4200 Morganton Road	0417-39-9845	C1P	CC		
	255 Glensford Road	0417-28-5323	C1P	CC		
	181 Glensford Drive	0417-29-5049	C1P	CC		
	1240 Ireland Drive	0417-50-5281	C1P	CC		
	Raeform Road	0416-49-7936	C1P	LC		
	Raeform Road	0417-50-1264	C1P	LC		
	4129 Raeform Road	0417-50-3624	C1P	CC		
	4121 Raeform Road	0417-50-4654	C1P	CC		
	4115 Raeform Road	0417-50-5695	C1P	CC		
	5500 Yadkin Road	0408-57-9008	C1P	LC	?	

Zoning Change Requests						
Applicant	Address	GIS PIN	Current Zoning	UDO Zoning	Requested Zone	Staff Recommendation
Joe Riddle	160 N. McPherson Church Road	0418-40-7250	C1P	LC		
	Kenleigh Drive	0416-29-2125	R5A	MR-5		
	Watauga Road	0416-29-7713	R5A	MR-5		
	3317 Bragg Boulevard	0418-81-6969	R10/C1P	SF-10/LC		
	2800 Ramsey Street	0438-69-9909	C1P	LC		
	Ramsey Street	0530-50-9719	C1P	CC		
	4611 Ramsey Street	0530-50-8150	C1P	CC		
	4621 Ramsey Street	0530-50-8268	C1P	CC		
	4509 Ramsey Street	0439-59-8515	C1P	CC		
	4515 Ramsey Street	0439-59-8721	C1P	CC		
	208 Owen Drive	0417-90-1303	C1/C1P	LC/CC		
	2560 Owen Drive	0426-60-8911	C1P	CC		
	Owen Drive	0426-61-5144	C1P	CC		
	2800 Camden Road	0426-70-2802	C1	CC		
	5701 Yarkin Road	0408-47-6632	C1P	CC		
	4604 Yarkin Road	0418-24-1230	C3	CC		
	4600 Yarkin Road	0418-24-1169	C3	CC		
	4560 Yarkin Road	0418-24-3623	C3/M1	CC/LI		
	4610 Yarkin Road	0418-24-0282	C3	CC		
	Alleghany Road	0416-37-7799	R10	SF-10		
	N/A	0416-47-0684	R10	SF-10		
	N/A	0416-49-5192	R10	SF-10		
	4151 Sycamore Dairy Road	0418-30-6817	C1P	CC	?	
Joe Riddle	4195 Sycamore Dairy Road	0418-40-3004	C1P	CC		
	155 N. McPherson Church Road	0418-40-5008	C1P	CC		
	Sycamore Dairy Road	0418-22-8447	C1P	CC		
	4417 Ramsey Street	0439-59-8207	C1P	CC		
	N/A	0439-59-6476	C1P	CC		
	4503 Ramsey Street	0439-59-8329	C1P	CC		
	552 N. McPherson Church Road	0418-33-2804	C1P	CC		
	Cliffdale Road	0407-96-3695	C1P	CC		
	6017 Raeford Road	0407-60-3855	C1P	LC		
	501 N. McPherson Church Road	0418-31-8698	C1P	CC		
	1590 Skibo Road	0418-23-8934	C1P	CC	?	

Zoning Change Requests						
Applicant	Address	GIS PIN	Current Zoning	UDO Zoning	Requested Zone	Staff Recommendation
March Riddle	5604 Cliffdale Road	0407-96-6586	M2	HI		
	N/A	0407-96-7754	M2	HI		
	238 N. McPherson Church Road	0418-41-5152	P2	OI		
	3926 Doon Valley Drive	9495-25-5702	R10	SF-10		
	3330 Broomsgrove Drive	9495-11-5899	R10	SF-10		
	N/A	0405-36-2868	R10	SF-10		
	5696 Lake Trail Drive	0405-37-5287	R10	SF-10		
	N/A	0405-37-7348	R10	SF-10		
	Lakeridge Drive	0405-47-0315	R10	SF-10		
	N/A	0406-02-3100	R10/CD	SF-10/CD		
	Santa Fe Drive	0408-46-8951	C1	LC		
	N/A	0408-79-6617	R10	SF-10		
	N/A	0408-82-2846	R10	SF-10		
	5213 Killdeer Drive	0408-83-1007	R10	SF-10		
	N/A	0408-85-0108	C1P	LC		
	N/A	0416-29-1776	R5A/C1P	MR5/LC		
	Shephard Street	0416-89-5706	C1P/R10	MR5/LC/CC/SF-10	?	
March Riddle	Marshall Road	0417-80-0261	R10	SF-10		
	N/A	0429-53-4492	R6/R10/C1P	SF-6/R-10/CC		
	N/A	0455-08-9919	N/A	N/A		
	N/A	0455-57-0862	CIP/M2	CC/Hi		
	2230 Bragg Boulevard	0502-39-0184	COUNTY	COUNTY		
	N/A	0503-40-9973	COUNTY	COUNTY		
	N/A	9595-11-5715	N/A	N/A		
	N/A	9495-36-4773	AR	AR		
	Camberly Drive	9495-36-5312	R10/COUNTY	SF-10/COUNTY		
	2377 Dundle Road	9495-37-7365	R6	SF-6		
	2345 Dundle Road	9495-47-0022	CD	CD		
	N/A	9497-91-3688	R10	SF-10		
	Reilly Road	9498-62-4124	C1P	NC		
	Reilly Road	9498-62-4781	C1P	NC	?	

Fort Bragg Military Reserve

MAY UDO REMAPPING PUBLIC HEARINGS

All properties shown in color on this map will have their zoning designation heard at the two public hearings listed below.
Properties shown in white with a blue boarder will have their zoning designation heard at the two public hearings scheduled for June of this year.

Zoning Commission Public Hearing May 10th
City Council Public Hearing May 23rd

City of Fayetteville Proposed Zoning

Legend

June PH	APO	C3/Conditional	HI	MHO	MU/Conditional	PND	SF-10-MHO	SF-6-MHO
APO	AR	CC	LC	MR-5	NC	R5/Conditional	SF-15	Coun
HAO	AR-MHO	CD	LI	MR-5-MHO	OI	R6/Conditional	SF-15-MHO	
HLO	C1/Conditional	DT	M2/Conditional	MU	P2/Conditional	SF-10	SF-6	
HLO								

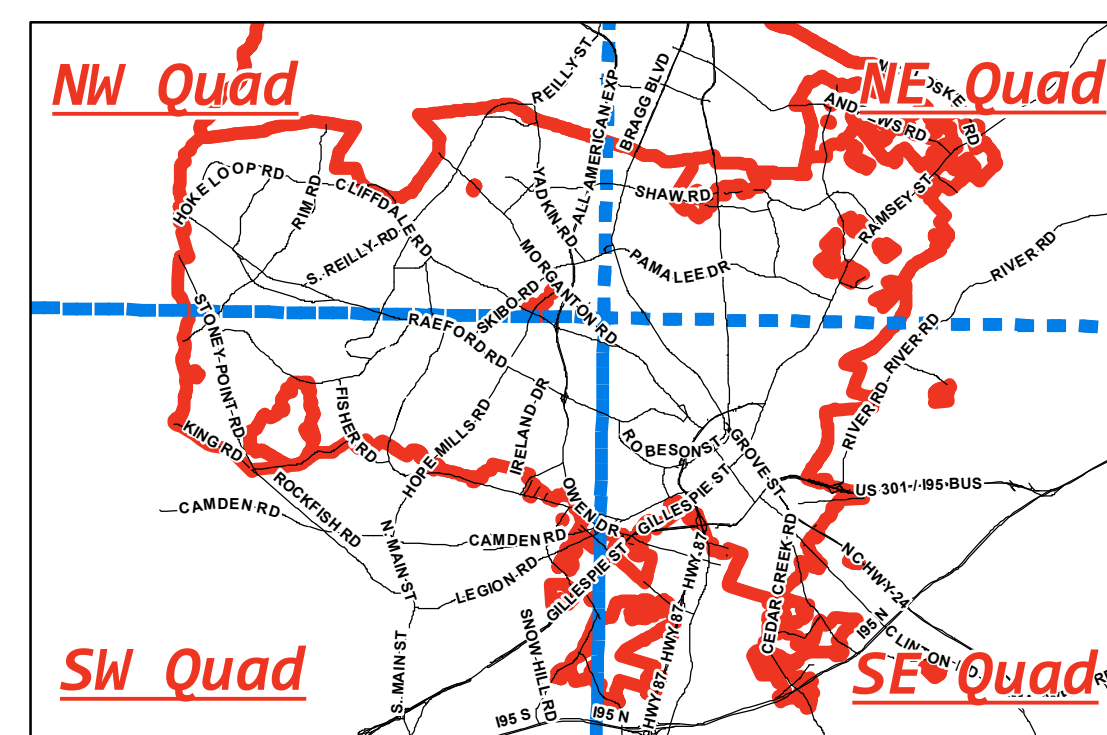
*MHO is a Manufactured Housing Overlay District



Map Updated: 4/29/2011

Disclaimer: This map is for informational purposes only. The map is NOT of land survey quality and is NOT suitable for such use. The City of Fayetteville assumes no liability arising from the use of the map.

This map was created by the Planning Division of the City of Fayetteville's Development Services Department to show the zoning districts of Fayetteville. The information shown is current as of the date indicated. Please note the map disclaimer. Should you have questions, concerns or corrections to this map, please contact the City of Fayetteville Planning Office at 910.433.1612.



Scale:

0 0.125 0.25 0.5 0.75 1 Miles

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Rebecca Rogers-Carter, Management Services Manager & Doug Peters, Executive Director, Fayetteville Cumberland County Chamber of Commerce
DATE: May 23, 2011
RE: (a) Fayetteville Cumberland County Chamber of Commerce Economic Development Report
(b) FY 2011 Strategic Plan's Policy and Management Action Agenda Third Quarter Report

THE QUESTION:

Has City Council's interest been met in staff's advancement of the policy and management action agenda for the third quarter? The attached reports are provided to detail progress made during the third quarter of this fiscal year, so that City Council members can either concur that the actions meet their interests or direct staff to modify their course.

RELATIONSHIP TO STRATEGIC PLAN:

This report, like previous reports, reinforces and clarifies Council's vision for our community, which is the foundation of the City's Strategic Plan.

BACKGROUND:

The City's Strategic Plan has five main areas:

- A vision statement that describes the type of community the Council would like to facilitate through policy direction and staff's work efforts
- A mission statement that describes our organizational purpose, "making Fayetteville a better place for all"
- A list of core values that describes our standards of performance which is expressed with the acronym statement to "Serve with RESPECT"
- Multi-year goals that provide an intermediate focus for the work of City Council and staff, and further outlines the activities Council believes are necessary to realize the vision
- A one-year action plan that identifies issues that Council wishes to address by providing policy direction and the necessary actions that the City management should complete during the upcoming fiscal year.

ISSUES:

Do the third quarter work efforts reflect the overall direction articulated by the City Council in the FY 2011 Strategic Plan? Does the progress highlighted in this report move the community closer to the desired vision previously identified by the City Council?

BUDGET IMPACT:

N/A

OPTIONS:

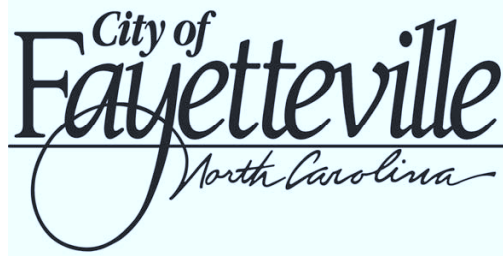
1. Accept the report as provided with guidance to the City Manager on areas of interest.
2. Request additional information on items listed in the report.
3. Clarify interests in report and action agenda.

RECOMMENDED ACTION:

Receive and file this report.

ATTACHMENTS:

Third Quarter Strategic Plan Report



Fiscal Year 2011 Strategic Plan

Policy and Management Agenda

Third Quarter Report

THE MISSION

The City government provides service that makes Fayetteville a better place for all.

The City government is financially sound and provides a full range of quality municipal services that are valued by our customers and delivered by a dedicated workforce in a cost effective manner.

The City has well designed and well maintained infrastructure and facilities.

The City engages its citizen and is recognized as a State and regional leader.

VISION 2025

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, and vibrant major corridors, 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. This creates a sustainable community.



CORE VALUES

R.E.S.P.E.C.T.

We, the Mayor, City Council, Managers,
Supervisors and Employees serve with

Responsibility

Ethics

Stewardship

Professionalism

Entrepreneurial Spirit

Commitment

Teamwork

To safeguard and enhance the public trust
in City government.

GOALS 2015

Greater Tax Base Diversity

Growing City, Livable Neighborhoods

More Efficient Government

More Attractive City

Greater Community Unity

Revitalized Downtown

The annual work plan for Council and staff identifies “Targets for Action” that are designed to achieve the objectives for the City’s Goals 2015.

Targets For Action 2011	Page #
Policy Agenda - Top Priority	
Unified Development Ordinance	2
Police Staffing	4
Multi-Family and Commercial Recycling Program	6
Franklin Street Parking Structure	8
Bragg Boulevard Corridor Development	10
Consolidated 911 Communication Center	11
Policy Agenda - High Priority	
Hospital Area Development Standards	13
Ramsey Street Corridor Development	15
Budget and Service Levels Tax Rate Evaluation	16
Parks & Recreation Master Plan Bond Referendum Planning	17
Rental Registration and Probationary Rental Occupancy Permit	18
Sign Ordinance	20
Management Agenda - Top Priority	
Non-Stop Air Service to Washington, D.C.	21
Multi-Modal Center Development	22
Fire Station 19 Development	24
HOPE VI Redevelopment Plan	26
Tree Preservation Ordinance	28
Management Agenda - High Priority	
Murchison Road Corridor Development	29
Sidewalk Policy and Plan	31
Youth Council Development	33
Military Business Park Development	34
Downtown Development Plan Review	35

Unified Development Ordinance (UDO) Policy Agenda

This target for action will follow the creation of a new Unified Development Ordinance (UDO). Current City regulations are functional, but outdated, hard to use and lacking the internal focus needed to help achieve community goals. A new UDO modernizes the zoning districts, establishes minimum development standards and encourages high-quality physical development. A consultant was hired to develop the document and input from Development Services staff and stakeholders in the community have guided the process. Adoption of the UDO will be brought to Council and staff will work on the citywide zoning map under UDO districts. Staff will also begin preparing rezoning recommendations for certain areas of the City not suitable for direct translation to the districts. Information about that process will be brought to Council for feedback and direction. A new UDO will require significant administrative changes and an administrative manual is being developed.

This target for action is linked to City goal #2: GROWING CITY LIVABLE NEIGHBORHOODS - A Great Place to Live.

- Measure of success: Adoption and implementation of a new Unified Development Code that is more user-friendly and incorporates best practices.

Staff Liaison: Karen Hilton, Planning and Zoning Division Manager

Email Address: khilton@ci.fay.nc.us

Phone Number: 910-433-1437

Team Members: Staff from Development Services, Engineering & Infrastructure, Environmental Services, Parks & Recreation, Administration; Clarion Associates (consultants)

Action Plan	Estimated Completion
Adoption of new Unified Development Ordinance	2 nd Qtr 2011
Adoption of a new citywide zoning map under the UDO districts	3 rd Qtr 2011
Development of administrative manual	3 rd Qtr 2011
Implementation of adopted UDO	3 rd Qtr 2011

First Quarter Update:

- The Planning Commission held two public hearings on the August draft of the UDO (the draft provided to Council)
- Staff met with the Advisory Committee three times in August and September to receive further comment on specific sections of the August UDO draft
- The Planning Commission in October will deliberate on proposed amendments to the UDO coming out of the Advisory Committee meetings to consider recommending adoption of an amended UDO to the City Council by the end of October
- Staff presented to City Council information and research related to some key issues being discussed in the UDO review process during a Work Session
- Staff will present a Planning Commission recommended version of the UDO to the Council in November.

Second Quarter Update:

- The City Council adopted the Unified Development Ordinance on December 13, 2010. The effective date is July 1, 2011 for full implementation although developers may choose to have their projects reviewed under the UDO if advantageous to their projects.

Third Quarter Update:

- City-wide remapping of over 75,000 parcels began with preparation of the proposed new zoning maps, background and quick reference material, and public information materials. Preparation culminated with nearly 60,000 mailed postcard notices
- Three 4-hour community meetings were held to inform the community and respond to questions or concerns. Approximately 140 people attended, and Planning and 1FAY handled over 140 calls
- The UDO was formatted with all amendments incorporated, and readied for VIC coding and City codification. Staff began a tracking system for subsequent clean-up and suggested adjustments
- The Administrative Manual draft was completed and will be ready in early April for review and feedback by such constituents as the UDO Advisory Committee members.

Upcoming Activities:

- Complete the Administrative Manual, including all application forms, utilizing members of the Advisory Committee for this task
- Complete the codification of the UDO as part of the City Code
- Complete individual meetings, analyses, and staff recommendations for the new zoning map
- Adoption of new zoning map by Zoning Commission (recommendations) and the City Council (final authority) in two major cycles in May and June, enabling an effective date of July 1, 2011
- Complete the UDO implementation transition (training, publication, VIC coding and guidance for development community, etc.)
- Periodic follow-up meetings with development community for troubleshooting and refinement of code and procedures as necessary.

Police Staffing Policy Agenda

The Police Executive Research Forum (PERF) report identified a need for an additional 37 positions in the Police Department to adequately serve the city. Staff recommended phasing in the 37 positions over three fiscal budget cycles, but the positions were not approved. As an effective alternative, staff will work to stabilize fluctuations in the police officer vacancy rate by using overhires. This proactive technique allows the police department to fill training classes with over hires so that recruits can be prepared to fill vacancies as they occur. Approximately \$178,000 was added to the police department's personnel budget to cover the cost of 10 overhires. Staff continues to use effective recruiting and retention techniques.

This target for action is linked to City goal #2: GROWING CITY, LIVABLE NEIGHBORHOODS – A Great Place to Live.

- Measure of success: Implement effective use of overhires.

Staff Liaison: Tom Bergamine, Chief of Police

Email Address: tbergamine@ci.fay.nc.us

Phone Number: 910-433-1819

Team Members: Police Staff

Action Plan	Estimated Completion
Authorized the overhire of 10 positions, which enables the Police Department to stay at full strength	Completed
Increase effective recruiting and retention techniques and include results in the weekly report	Continuous

First Quarter Update:

- Utilizing PERF Study guidelines; spending more time on directive cause
- Making progress to reduce number of dispatch calls versus self-initiating. The goal is to encourage more effective policing techniques
- We graduated 16 in the BLET academy this July
- Brought on board five overhires, which contributes to the overall preparedness of the force to fill vacancies in a proactive manner
- A new BLET class started this summer with 24 attendees in house and 9 at FTCC and will graduate in December
- Fully staffed beginning in late May; includes 383 budgeted positions
- Monitoring staff level of retentions and workload assessments to support PERF guidelines.

Second Quarter Update:

- Continue to utilize PERF recommendations seeking to determine directive causes of crime and addressing same, making maximum use of available officer resources
- Police Department graduated 32 new officers Dec. 17 (24 from FPD BLET and 8 from FTCC BLET)
- Processed and recommended 6 new hires to attend the January BLET at FTCC
- Processing 6 lateral hires with recommendations pending final outcome of background investigation
- Currently staffed at 97%.

Third Quarter Update:

- Continue to monitor staffing levels with respect to recruiting and future BLET classes
- Currently have 5 officers in BLET at FTCC and processing applications for non-experienced new hires for a July 2011 BLET
- Have hired 8 lateral officers in the 3rd quarter.

Upcoming Activities:

- Continue to monitor staffing levels
- Process applicants (based on available staffing) for a July 2011 BLET
- Continue recruitment of BLET certified/experienced officers.

Multi-Family and Commercial Recycling Program Policy Agenda

Staff will seek to expand our successful curbside recycling program to multi-family and commercial customers. A recent recycling survey indicates that there is a definite interest among multi-family property owners for the program. Staff has been meeting with, and obtaining feedback from, the stakeholders to include Homeowners Association representatives, waste haulers and the Material Recovery Facility manager to discuss service alternatives. The City has partnered with Sustainable Sandhills to assist in working with the stakeholders and to formulate alternate methods of collection. Staff is working to develop program options and cost data and will bring recommendations to receive direction and resources for approved options.

This target for action is linked to City goal #4: MORE ATTRACTIVE CITY – Clean and Beautiful.

- Measure of success: Implement Council approved options.

Staff Liaison: Jerry Dietzen, Environmental Services Director

Email Address: gdietzen@ci.fay.nc.us

Phone Number: 910-433-1984

Team Members: Environmental Services Staff, City Attorney and Sustainable Sandhills

Action Plan	Estimated Completion
Report on survey results	Completed
Develop options for multifamily recycling service	Completed
Receive Council direction to proceed with draft ordinance or set a public hearing	3 rd Qtr 2011
Implement Council approved options	1 st Qtr 2012

First Quarter Update:

- Studying options to synchronize and align single and multi-family housing curbside recycling contracts and options for contractual agreements versus providing in-house service (cost benefit alternative analysis)
- Updated Council on service options at October work session; Council consensus was to follow staff recommendations to develop an ordinance requiring multifamily complexes to provide recycling services for their residents with a target start date of July 2011 and to review the ordinance in two years for its effectiveness and success.

Second Quarter Update:

- Presented options to City Council recommending alternatives for multifamily recycling services
- Updated Council on service options at October 4th work session; Council consensus was to follow staff recommendations to develop an ordinance requiring multifamily complexes to provide recycling services for their residents with a target start date of July 2011 and to review the ordinance in two years for its effectiveness and success.

Third Quarter Update:

- Returned to City Council on January 3, 2011 and presented draft ordinance
- Following direction from Council, the draft was revised and then 3 meetings were held in February with multifamily stakeholders
- Returned to City Council on February 28th at the regular council meeting for a public hearing. Following the public hearing, Council unanimously voted to pass the multifamily ordinance
- The Ordinance has been officially adopted and is scheduled to begin on September 28, 2011.

Upcoming Activities:

- March 2011 through September 28, 2011 City staff notifies multifamily complexes and local waste haulers of ordinance requirements and provides technical assistance for program start up
- September 28, 2011 - Program startup.

Franklin Street Parking Structure

Policy Agenda

In an effort to support revitalization of the downtown area and spur economic development, the construction of a new downtown parking deck was approved by City Council in April. The newly approved parking deck will be located off Franklin Street behind the Robert C. Williams Business Center and will add an additional 210 parking spaces to downtown. A funding agreement between PWC, the County and the City will support this project moving forward. Overall, the project is estimated to cost \$6.2 million.

This target for action is linked to City goal #6: REVITALIZED DOWNTOWN – A Community Focal Point.

- Measure of success: Construction of the parking deck.

Staff Liaison: Dale Iman, City Manager

Email Address: diman@ci.fay.nc.us

Phone Number: 910-433-1990

Team Members: City Manager, Engineering & Infrastructure, Development Services, Finance and County and Chamber representatives

Action Plan	Estimated Completion
Coordinate with partners on development of project	Continuous
Monitor progress	Continuous
Parking Deck Completion	2 nd Qtr 2012

First Quarter Update:

- City was awarded a Recovery Zone Bond through American Recovery and Reinvestment Act to assist in financing for construction of the parking deck
- City, County and PWC reached partnership funding agreement
- Kimley-Horn & Associates selected as design firm
- Public hearing for parking deck was held June 28, 2010; City Council approved City financing agreement
- Staff is seeking prequalification statements and applications from contractors; information is accessible on City website.

Second Quarter Update:

- Parking deck was designed and advertised for bid to seven pre-qualified contractors
- The City received six of seven bids on Nov. 23, 2010
- Staff recommended the lowest bidder, LeChase, from Durham, NC on Dec. 13, 2010
- Total bid was \$6,132,000
- Council approved the bid & authorized construction to begin.

Third Quarter Update:

- Parking deck construction began in Mid February and is progressing on schedule and on budget
- The concrete slab should be installed by the end of April
- A consolidated parking plan for the relocated tenant parking is in place along with new downtown parking signage
- S&ME will be using concrete maturation loggers for the concrete testing. This will speed up form removal and tensioning of the parking deck.

Upcoming Activities:

- The contractor will be doing the major concrete pours (parking deck floor work) once a week, early in the morning in an effort to not block vehicles and businesses downtown
- Monitor progress regularly
- Completion estimated end of 2011.

Bragg Boulevard Corridor Development Policy Agenda

This project focuses on the redevelopment of Bragg Boulevard, which is essential to transportation in Fayetteville given its proximity to Ft. Bragg and upcoming roadway projects. The goal is to collaborate with the NCDOT and seek opportunities for promoting redevelopment and reinvestment in this important corridor. Staff will develop this project with finalized cost estimates for an area specific study, provide Council a recommendation and receive direction and resources for approved options.

This target for action is linked to City goal #1: GREATER TAX BASE DIVERSITY – Strong Local Economy.

- Measure of success: Staff research and recommendations for the study to receive direction and resources from Council for approved options.

Staff Liaison: Karen Hilton, Chief Development Officer (Acting), Planning & Zoning

Email Address: khilton@ci.fay.nc.us

Phone Number: 910-433-1437

Team Members: Planning and Engineering and Infrastructure departments.

Action Plan	Estimated Completion
Receive Council direction to proceed with program development	2 nd Qtr 2011
Engage DOT to understand the scope and timing of their plans	2 nd Qtr 2011
Devise scope of project	3 rd Qtr 2011
Development of project and options with final cost estimates	4 th Qtr 2011
City Council approval for consultant	1 st Qtr 2012

First Quarter Update:

- DOT bought right of way to expand road surface and add medians and landscaping
- Construction contracts have been let
- Construction to remove railway began.

Second Quarter Update:

- Construction to remove railway is on-going.

Third Quarter Update:

- Progress is subject to DOT cooperation and UDO re-mapping.

Upcoming Activities:

- Project is primarily a DOT effort to upgrade the roadway and related infrastructure. Economic redevelopment efforts will generally follow completion of infrastructure work
- Two Development Services Code Enforcement staff have been assigned to commercial corridors & will help hold property owners accountable for property maintenance
- DOT contractors to mobilize in the spring.

Consolidated 911 Communication Center Policy Agenda

Staff will support lobbying efforts to develop and fund a consolidated communication center. This project received priority and was included in the joint City, County and Chamber FY11 federal legislative agenda. Currently our community has two primary Public Safety Answering Points (PSAP). One is managed by Cumberland County, the other by the City of Fayetteville. The goal is to consolidate both centers into one. This will increase our effectiveness in handling emergency calls for service. The project will need \$5-10 million to fund the construction of a facility large enough to accommodate a combined 911 center. It will also require consensus between all agencies on how to pay for and manage the day-to-day operations of the center.

This target for action is linked to City goal #3: MORE EFFICIENT CITY GOVERNMENT – Cost-Effective Service Delivery.

- Measure of success: Develop the project and support lobbying efforts to fund the project.

Staff Liaison: Tom Bergamine, Chief of Police

Email Address: tbergamine@ci.fay.nc.us

Phone Number: 910-433-1819

Team Members: Team Leader: Captain Brad Chandler- Communications, Fayetteville Police and Fire Departments, Cumberland County Sheriffs' office, The Ferguson Group

Action Plan	Estimated Completion
Both City and County dispatch personnel certified in emergency medical dispatch, emergency police dispatch and emergency fire dispatch	3 rd Qtr 2011
Shared CAD module for calls for service will be operational	4 th Qtr 2011
Formulate one set of operating procedures for both centers	4 th Qtr 2011
Support lobbying efforts to secure grant funding for the construction of the facility	Continuous

First Quarter Update:

- City installed 15 new replacement workstations and new software; new software has three disciplines - emergency police dispatch, emergency fire dispatch and emergency medical dispatch; the changes should equate to efficiencies & faster customer service in the center
- City purchased the software from the same company County used to make the consolidation transition smoother
- Same training standards being implemented by City and County.

Second Quarter Update:

- CAD to CAD between the two 911 centers went live in December 2010
- Agreement was reached between the City and County to spend more time in conducting the assessment phase of the proposed consolidation (April 2011 deadline).

Third Quarter Update:

- Phase one of the consolidation which was CAD to CAD has been operational since November of 2010 and is working
- Phase two of the consolidation which is both agencies working on the same CAD is 95 percent complete
- Phase three which is the actual merger of both agencies still requires more study primarily for the lack of adequate funds.

Upcoming Activities:

- Ongoing meetings between City communications center supervisors and their counterparts in the County to discuss operational issues that occur during CAD to CAD calls
- County and City IT, along with OSSl, are meeting to discuss the next phase of consolidation, which is the sharing of one CAD system
- Meetings with the Public Safety Task Force.

Hospital Area Development Standards Policy Agenda

This target for action seeks to establish a land use plan and regulations for the area surrounding the Cape Fear Valley Medical Center which may be the model for other institutional areas. There have been numerous requests for rezoning in that area and a current analysis and plan would guide decisions for development and redevelopment. The Development Services Department, Planning and Zoning Division have assigned a staff person to manage this process through completion. A total of \$70,000 in FY10 budget has been allocated for the study. Glenn Harbeck Associates has been chosen as the consultant for this project.

This target for action is linked to City goal #1: GREATER TAX BASE DIVERSITY – Strong Local Economy.

- Measure of success: Developing and implementing the Specific Area Plan.

Staff Liaisons: Karen Hilton, Planning and Zoning Division Manager

Email Address: khilton@ci.fay.nc.us

Phone Number: 910-433-1437

Team Members: Planning, Engineering & Infrastructure, Community Development staff, and a Consultant

Action Plan	Estimated Completion
Solicit proposals from consulting firms for this task and enter into an agreement to proceed	Completed
Work with the consultant to solicit input from stakeholders, evaluate current conditions and complete an appropriate plan	Completed
Final review of the draft and adoption of regulations	3 rd Qtr 2011

First Quarter Update:

- Staff and consultant Glenn Harbeck & Associates held meetings with stakeholders at Mary McArthur Elementary School in July and August to get input on planning
- Planning documents were made available on the City website
- Briefing and presentation at City Council Work Session on Sept. 7 – presented by Glenn Harbeck from Glenn Harbeck & Associates
- Consultant highlighted suggested land use patterns and development standards to guide future zoning changes and redevelopment
- Held update on progress at City agenda briefing Oct. 6.

Second Quarter Update:

- City Council adopted the Hospital Area Plan and Overlay Ordinance on Dec. 13, 2010.

Third Quarter Update:

- The primary project is complete
- Requests for zoning changes that were deferred prior to plan adoption will now be reconsidered as part of the UDO zone map activities over the next 5 months.

Upcoming Activities:

- Staff will now utilize the new standards for all activities in the target location.

Ramsey Street Corridor Development Policy Agenda

This project focuses on the implementation of a Ramsey Street Corridor Plan which will improve and beautify the corridor, encourage development and make Ramsey Street safer. LandDesign, Inc. of Charlotte was the consultant for this project. The DOT is responsible for the physical roadway improvements and is expected to start construction on medians later in the year. Planning staff will specifically work on a portion of rezoning, streetscape and landscape improvements as part of UDO.

This target for action is linked to City goal #1: GREATER TAX BASE DIVERSITY – Strong Local Economy.

- Measure of success: Contribute to implementation of the Ramsey Street Corridor Plan.

Staff Liaison: Karen Hilton, Planning and Zoning Division Manager

Email Address: khilton@ci.fay.nc.us

Phone Number: 910-433-1437

Team Members: Development Services, Engineering & Infrastructure, Parks & Rec. & DOT.

Action Plan	Estimated Completion
DOT goes to let for construction of medians	Completed
Begin work on rezoning	2 nd Qtr 2011
Seek and acquire supplemental funding for utilities and landscaping	3 rd Qtr 2011
DOT begins construction on medians	3 rd Qtr 2011

First Quarter Update:

- Median project has been let; construction due to start at anytime by Highland Paving, a local paving company
- Ramsey Street sidewalk projects in the vicinities of Eastwood Avenue to Sunrise Circle, Jones Street, Williston Street, Cochran Avenue and Facility Drive have been completed
- Sidewalks from Stacy Weaver to 401 Bypass are in design.

Second Quarter Update:

- Median project contract has been awarded to Highland Paving, a local company, with mobilization to take place in early spring.

Third Quarter Update:

- Sidewalks from Stacy Weaver to 401 Bypass installed in the upcoming construction season
- The turn-around insets have been prepared with utility relocation as needed and curb/gutter in place for subsequent median and street repaving.

Upcoming Activities:

- Sidewalk installation will continue
- Landscaping in medians will be part of the activities in the upcoming construction season.

Budget and Service Levels Tax Rate Evaluation Policy Agenda

This target for action was completed on June 28, 2010, as Council adopted the FY2011 budget and set the tax rate unchanged at 45.6 cents. The process focused on how service levels will be affected by resource allocation. An analysis was provided to Council on the most effective and efficient methods of providing adequate services for the citizens of Fayetteville. The team developed budget and funding scenarios, received Council feedback at several special budget sessions, and launched a budget website for citizen engagement. Finally, staff worked to provide a financially sound budget recommendation to Council.

**This target for action is linked to City goal #3: MORE EFFICIENT CITY GOVERNMENT-
Cost-Effective Service Delivery.**

- Measure of success: Addressing service needs of citizens and maintaining a balanced budget.

Staff Liaison: Lisa Smith, Chief Financial Officer

Email Address: lsmith@ci.fay.nc.us

Phone Number: 910-433-1682

Team Members: City Manager, Assistant City Managers and Finance Department Staff

Action Plan	Estimated Completion
Hold special budget meetings with the City Council	Completed
Set budget for FY 2010-2011	Completed

First Quarter Update:

- Completed.

Parks & Recreation Master Plan Bond Referendum Planning Policy Agenda

Staff from Fayetteville-Cumberland Parks & Recreation will develop the elements of a potential bond referendum based on the Parks & Recreation Master Plan that will sustain previous park investments, fund tomorrow's park facilities and ensure enhanced quality of life for current citizens and future generations.

This target for action is linked to City goal #2: GROWING CITY, LIVABLE NEIGHBORHOODS – A Great Place to Live.

- Measure of success: Develop a bond package.

Staff Liaison: Michael Gibson, Director of Parks and Recreation

Email Address: mgibson@ci.fay.nc.us

Phone Number: 910-433-1557

Team Members: Parks & Recreation staff

Action Plan	Estimated Completion
Develop internal stakeholders groups	3 rd Qtr FY11
Develop elements of the bond package, complete first draft and receive direction.	3 rd Qtr FY11

First Quarter Update:

- Bond package outline has been developed.

Second Quarter Update:

- The bond outline was presented to Parks & Recreation Joint Advisory Board
- The bond was approved to go forward
- A bond outline was presented to a joint meeting of City Council and County Commissioner for preliminary approval
- Staff was instructed to bring back more detailed information.

Third Quarter Update:

- Develop contract for service with an architectural firm.

Upcoming Activities:

- Create internal work groups to gather data for the Structural plan.

Probationary Rental Occupancy Permit (PROP) Policy Agenda

This target for action relates to City Council and staff's desire to identify and better manage any negative impacts of residential rental property citywide. If successful, staff will develop ordinances regarding these programs for Council's adoption by June 30, 2011. Once adopted, programs would have an impact on all residential rental properties, which equal to more than 47 percent of the Fayetteville real estate market, through registration of such properties and greater enforcement options for repeat problem properties.

Staff has researched program alternatives, drafted an ordinance and is soliciting feedback on program design from stakeholders. If adopted by City Council, there is a need for a funding stream to support software/hardware components and staffing to support the program.

This target for action is linked to City goal #2: GROWING CITY LIVABLE NEIGHBORHOODS- A Great Place to Live.

- Measure of success: Develop options for City Council's consideration on residential rental property programs to address community concerns.

Staff Liaison: Doug Hewett, Assistant City Manager

Email Address: dhewett@ci.fay.nc.us

Phone Number: 910-433-1978

Team Members: Development Services, Information Technology, Police and City Attorney

Action Plan	Estimated Completion
Research program alternatives, draft ordinance, solicit feedback	3 rd Qtr 2011
Adoption of ordinances and funding plan	4 th Qtr 2011
Implementation and enforcement of program	2012

First Quarter Update:

- Public meetings were held in August and September to solicit input from stakeholders; meetings were successful in stakeholder engagements and had large turnouts
- City webpage was developed to receive feedback from stakeholders
- Staff briefed Council on programs at October work session; Council voted down rental registration program but voted in favor of probationary permit program; an ordinance must be drafted.

Second Quarter Update:

- During an October 2010 Council meeting, staff was directed to research the details of a PROP program, without a rental registration or rental inspection piece added
- Research and analysis has been completed and during the Jan. 3, 2011 work session meeting, Council was briefed on staff's recommendation of PROP without tracking criminal convictions
- Staff will add the criminal conviction element and brief Council at a future work session.

Third Quarter Update:

- During the March 7, 2011 work session meeting, Council was briefed on the staff's recommendation of PROP
- Council approved the recommendation to move forward with program and ordinance development
- The draft ordinance was finalized and the PROP website was updated
- PROP budget was included in the FY12 budget request.

Upcoming Activities:

- A public hearing will be held during the April 26, 2011 City Council Meeting
- Council adoption
- PROP program implementation.

Sign Ordinance Policy Agenda

This target for action focuses on developing a modernized sign ordinance that is consistent with the new UDO. The Housing and Code Enforcement Division Manager will be assigned to collaborate with Planning and Zoning to assess the progress to date of the sign ordinance project and to devise a strategy going forward. The goal is to make modifications to the sign ordinance and develop a comprehensive approach for the sign code to be presented and considered by the City Council.

This target for action is linked to City goal #4: MORE ATTRACTIVE CITY- Clean and Beautiful.

- Measure of success: Develop options to finalize and implement sign ordinance.

Staff Liaison: Karen Hilton, Planning and Zoning Division Manager

Email Address: khilton@ci.fay.nc.us

Phone Number: 910-433-1437

Team Members: Development Services

Action Plan	Estimated Completion
Assess the scope of the of project and devise strategy	3 rd Qtr 2011
Reinitiate and engage planning commission.	4 th Qtr 2011

First Quarter Update:

- Held work sessions with downtown businesses and Downtown Alliance to discuss signs in the downtown district; comments received regarding the current sign ordinance, which will be taken into consideration in 3rd and 4th quarter work efforts
- Three changes in UDO – primarily procedural and standards.

Second Quarter Update:

- Several changes to the sign code were adopted along with the UDO. They generally pertain to real estate signs, signs on vehicles near the public right-of-way and code enforcement procedures for illegal signs placed in the public right-of-way.

Third Quarter Update:

- No update.

Upcoming Activities

- A full review of the existing sign code will be deferred until after adoption of the new zoning maps to coincide with the UDO implementation efforts.

Non-Stop Air Service to Washington, D.C. Management Agenda

A survey to investigate and secure direct air service from Fayetteville/Ft. Bragg to the D.C. area began in FY10. This study is anticipated to provide guidance and recommendations that will support direct air service as well as aiding in the development of negotiations for potential service providers. The study will also look into general aviation alternatives. BRAC RTF agreed to co-sponsor this investigation. The cost of the study is \$50,000 and is being paid for by \$25,000 from BRAC Regional Task Force and \$25,000 from NCDOT Aviation.

This target for action is linked to City goal #1: GREATER TAX BASE DIVERSITY – Strong Local Economy.

- Measure of success: Completion of air study and plan of action for acquiring air service.

Staff Liaison: Brad Whited, Airport Director

Email Address: bwhited@ci.fay.nc.us

Phone Number: 910-433-1623

Team Members: Airport staff and BRAC RTF staff

Action Plan	Estimated Completion
Completion of air study	Completed
Alternatives study complete in May 2010 – general aviation alternatives	Completed
Support, evaluate and report on the City's participation in BRAC Regional Task Force Comprehensive Regional Growth Plan	Continuous

First Quarter Update:

- Small Community Air Service Grant application submitted
- Monitoring airline issues
- Extended contract with InterVISTA Air Service consultant
- Reported findings to Council.

Second Quarter Update:

- Small Community Air Service Grant application was not selected by FAA
- Monitoring airline issues.

Third Quarter Update:

- InterVISTAS is updating data from 2010 air service study
- Monitoring airline issues.

Upcoming Activities:

- Follow up with major airlines.
- Encourage airlines to sign up for air service opportunity.

Multi-Modal Center Development Management Agenda

The Multi-Modal Center will house a new FAST bus transfer facility. The Multi-Modal Center will accommodate at least 16 bays, contain a two-story building of about 20,000-square feet and sufficient land area for complimentary commercial and/or retail private development. The first phase, including preliminary engineering and design, began in the summer of 2006. This project is being funded through the FTA, the NCDOT and local funding matches. To date, there is approximately \$1.3 million available for this project to cover preliminary design, engineering and land acquisition. The total project cost is estimated at \$15 million.

This target for action is linked to City goal #1: GREATER TAX BASE DIVERSITY – Strong Local Economy.

- Measure of success: Resolve any outstanding issues related to property acquisition and move forward with development of land and construction.

Staff Liaison: Craig Hampton, Special Projects Director, and Ron Macaluso, Transit Director

Email Address: champton@ci.fay.nc.us and rmacaluso@ci.fay.nc.us

Phone Number: 910-433-1786 and 910-433-1011

Team Members: Special Projects and Transit staff

Action Plan	Estimated Completion
Purchase center's property, secure purchase agreement on all others except current tenants	2 nd Qtr 2011
Resolve any outstanding issues related to property acquisition for remaining properties with tenants	2 nd Qtr 2011
Complete and receive FTA grant applications for funding to purchase remainder of property	3 rd Qtr 2011

First Quarter Update:

- FONSI received. Letters of offer to purchase land have been sent to property owners
- Purchase of Cintas parcel completed; City has assumed ownership; initial mowing and cleaning lot completed; lot will be maintained by City. Posted signage
- Negotiations continue on all remaining properties.

Second Quarter Update:

- Purchase of the Creech/Lloyd parcels (3) and the Smith parcel are completed and City has assumed ownership
- Negotiations continue on the two remaining properties, with a target to complete by fall of 2011.

Third Quarter Update:

- Negotiations continue on the two remaining properties
- Reappraisals completed for final two properties in preparation for final settlement offers
- Continued work with North Carolina Department of Environment and Natural Resources for monitoring soil contamination, demolition restrictions and material disposal.

Upcoming Activities:

- Complete property acquisition and relocation of businesses
- Demolition of the structures on the acquired properties is targeted for early summer of 2011
- The remaining two parcels have structures, but demolition will be determined after purchases have been completed
- Building design and site work design to begin in the early summer of 2011; Completion of construction documents in one year thereafter.

Fire Station 19 Development Management Agenda

As part of the approved CIP, this fire station is being built in the northern part of the city on Andrews Road to meet the projected growth and to reduce identified high emergency response times. The new station will provide the required minimum fire personnel on the scene for all emergency incidents in this area and allow for a joint fire and police presence to better serve the entire community. The total estimated for construction, land acquisition, furniture, fixtures and equipment is approximately \$3.1 million. The Fire Department received a Department of Homeland Security sponsored Assistance to Firefighters (SAFER) grant in the amount of \$2.1 million to assist with the personnel cost of the 15 firefighters needed to staff this facility. The firefighters were hired May 4, 2008 and are currently operating out of a temporary facility.

This target for action is linked to City goal #3: MORE EFFICIENT CITY GOVERNMENT- Cost-Effective Service Delivery.

- Measure of success: A built and functioning Fire Station #19.

Staff Liaison: Benny Nichols, Fire Chief

Email Address: bnichols@ci.fay.nc.us

Phone Number: 910-433-1726

Team Members: Fire, Special Projects, Engineering & Infrastructure and Building Maintenance staff, John Koenig, MKR, Stewart, Newell and Cooper, Charlie Averitt and Dennis Southern.

Action Plan	Estimated Completion
Complete the construction of Fire Station #19	2 nd Qtr 2012
Move fire operations from Temporary Fire Sta. #19 into Permanent Fire Station #19	2 nd Qtr 2012

First Quarter Update:

- Provided updates to Council and received permission to open Station #19 in Patriot Park development off Andrews Road next to Pine Forest High School
- Pre-bidding occurred in September; contractors told scope of project
- Project bids released in September
- RFP process occurred
- Development Agreement with River Landing, LLC
- Council approved station on Sept. 27 consent agenda.

Second Quarter Update:

- Bid opening for construction held on Oct. 21, 2010, with 17 bids received
- Bid awarded by Council on Nov. 22, 2010 to DSI, Inc. of Fayetteville for the amount of \$1,795,247
- Development Agreement and construction documents completed and signed
- Notice to proceed issued in December 2010.

Third Quarter Update:

- Continued updates to City staff and management
- Construction schedule developed, with a projected completion date of November 17, 2011
- Monthly construction meetings established on the second Thursday of each month
- Began construction of foundation.

Upcoming Activities:

- Continued monthly construction meetings
- Currently there are no unresolved issues.

HOPE VI Redevelopment Plan Management Agenda

This target for action focuses on the Old Wilmington Road HOPE VI Redevelopment Plan and will address the removal of blight, acquisition activities, relocation activities and the redevelopment of the area with infill market rate housing and a business park to provide job opportunities in the area. Market rate housing will be built by private developers. Funding previously allocated from the general fund for the HOPE VI Revitalization Project includes \$1 million for the Business Park and \$523,631 remaining for acquisition for market rate housing. Options for a specific study of the area, including cost estimates, will be brought to Council for consideration early in the fiscal year. As resources will allow, staff will work to acquire additional property, demolish dilapidated housing and work in the community to support development of market rate housing in the area.

This target for action is linked to the city goal #2: GROWING CITY, LIVABLE NEIGHBORHOODS – A Great Place to Live.

- Measure of success: Hire a consultant to assist with completion of project.

Staff Liaison: Victor Sharpe, Community Development Director

Email Address: vsharpe@ci.fay.nc.us

Phone Number: 910-433-1933

Team Members: Community Development, Real Estate and Development Services staff.

Action Plan	Estimated Completion
Hire a consultant and complete redevelopment plan	2 nd Qtr 2011
Acquisition of additional residential property	3 rd Qtr 2011
Demolition of dilapidated housing contributing to blight	4 th Qtr 2011
Acquisition of property for the HOPE VI Business Park – Gillespie/Blount	2 nd Qtr 2012
Completion of Request for Proposal for a developer to create market rate housing	2012

First Quarter Update:

- Reviewed two sites for the Business Park
- Acquired two vacant lots on Cool Spring Street
- Worked with the Real Estate Division to determine additional lots for acquisition.

Second Quarter Update:

- Presented site for HOPE VI Business Park to City Council – Gillespie Street site chosen
- Met with the Real Estate Division to develop a plan for acquisition of property at the Gillespie Street site
- Construction continued on the multi-family and single family housing projects
- Construction began on the Blounts Creek Trail
- Acquired an additional house located at 223 Cool Spring St., which will be demolished
- Prepared closing documents for the Bunce East multi-family project.

Third Quarter Update:

- Sent out letters to property owners regarding the City's interest in acquiring property
- The Real Estate Division began to prepare title searches for the 44 parcels at the proposed HOPE VI Business Park site
- Made offers on 13 properties to date
- 8 offers have been conditionally accepted
- Completed a draft of a Request for Qualifications for a Market Analysis and Feasibility Study for the use of the HOPE VI Business Park.

Upcoming Activities:

- Continue to complete title searches
- Close on acquired properties
- Continue to negotiate with property owners to make offers on available parcels
- Advertise Request for Qualifications for a Market Analysis and Feasibility Study.

Tree Preservation Ordinance Management Agenda

A tree preservation ordinance will help preserve and protect trees in Fayetteville given their importance as natural resources. The drafted tree preservation ordinance was reviewed with UDO stakeholders, including representatives from the building community. Staff took comments and devised a different set of codes. Currently, staff is going through revised codes for tree preservation with the stakeholders. Updates will be shared with Council as staff completes the UDO process.

This target for action is linked to the city goal #4: MORE ATTRACTIVE CITY – Clean and Beautiful.

- Measure of success: Adoption and implementation of tree preservation ordinance.

Staff Liaison: Karen Hilton, Planning and Zoning Division Manager

Email Address: khilton@ci.fay.nc.us

Phone Number: 910-433-1437

Team Members: Development Services and Parks & Recreation

Action Plan	Estimated Completion
Present tree preservation ordinance with UDO to City Council	2 nd Qtr 2011
Implement tree preservation ordinance.	4 th Qtr 2011

Third Quarter Update:

- No longer being reported on separately as it has been adopted as part of UDO.

Murchison Road Corridor Development Management Agenda

An Implementation Feasibility Analysis Report for the Land Use and Economic Development Plan for the Murchison Road Corridor were approved on May 11, 2009. Murchison Road Redevelopment Plan funding concept was approved on Sept. 28, 2009. Currently, no resources other than staff time are committed to this project. Staff recommends utilizing the following funding sources for catalyst sites 1 & 3: Section 108 Loan Guarantee Funds of \$2,750,000, HOME Investment Partnership Funds of \$2,256,000 and general fund money totaling \$3,270,000.

This target for action is linked to City goal #1: GREATER TAX BASE DIVERSITY – Strong Local Economy.

- Measure of success: Implementation of redevelopment plan and receive HUD Section 108 loan funding.

Staff Liaison: Victor Sharpe, Community Development Director

Email Address: vsharpe@ci.fay.nc.us

Phone Number: 910-433-1933

Team Members: Community Development, Special Projects staff and community partners

Action Plan	Estimated Completion
Completion of redevelopment plan	2 nd Qtr 2011
Completion of HUD Section 108 loan application for funding	2 nd Qtr 2011
Start of acquisition, demolition, clearance and relocation in support of redevelopment plan.	4 th Qtr 2011

First Quarter Update:

- Working with consultant on development of a redevelopment plan
- Will update City Council in 2nd Quarter.

Second Quarter Update:

- Updated City Council on the status of the redevelopment plans for the project
- Provided information to City Council on a project in Catalyst site #2 for the Murchison Road Corridor being pursued by Fayetteville State University for the Washington Dr. Jr. High School project with a HUD HBCU grant
- Worked with Fayetteville State University on obtaining ownership of the Washington Dr. Jr. High School property.

Third Quarter Update:

- Approved the acceptance of the Washington Drive Jr. High School site and a Memorandum of Understanding with Fayetteville State University for the demolition of the property
- Met with Fayetteville State University to discuss the management of the demolition of the school property
- Presented an update to City Council on status of the project.

Upcoming Activities:

- Development of a new funding strategy
- Finalize the Murchison Road Redevelopment Plan
- Consideration of the redevelopment plan by the Fayetteville Redevelopment Commission
- Consideration of the redevelopment plan by the Planning Commission
- Adoption of redevelopment plan by City Council.

Sidewalk Policy and Plan Management Agenda

The Engineering & Infrastructure Dept. is slated to receive approximately \$156,000 for FY 2011 in funding for sidewalk construction. This money will be used to leverage additional funding. These opportunities vary each year including: DOT, FAMPO and Safe Routes for Schools for sidewalk construction. Recently, the City was awarded a Freedom Grant through the Transit Department, which will provide for sidewalk construction that supports ADA access to bus stops. Additionally, staff expects to complete an updated sidewalk inventory by June 30, 2011.

This target for action is linked to City goal #2: GROWING CITY, LIVABLE NEIGHBORHOODS - A Great Place to Live.

- Measure of success: Leverage current funding to acquire additional funding from other organizations to build more sidewalks.

Staff Liaison: Jeffery Brown, Engineering & Infrastructure Director

Email Address: jbrown@ci.fay.nc.us

Phone Number: 910-433-1691

Team Members: Engineering & Infrastructure and Development Services

Action Plan	Estimated Completion
Look for ways to leverage current resources to attain more funding for construction of additional sidewalks	Continuous
Sidewalk inventory complete by June 30, 2011 to include location and condition	4 th Qtr 2011
Update the current list of where sidewalks are needed	4 th Qtr 2011

First Quarter Update:

- City added over four miles of sidewalks along Reilly Road, Ramsey Street and Cliffdale Road; Freedom Trail on Bragg Boulevard is also included; projects address gap areas in existing sidewalks
- Sidewalk upgrades, along Bragg Boulevard from Freedom Memorial Park to Walter Street, have been performed as part of the Freedom Trail Project. Intersection improvements, including handicap ramps and crosswalks, have been constructed at the intersection of Bragg Boulevard and Walter Street
- FAMPO presented the draft Bicycle/Pedestrian Connectivity Plan at August 4th Friday; City partnered with FAMPO on project
- Awarded New Freedom Grant by the U.S. Department of Transportation and Federal Transit Administration to improve access to transit services
- Stimulus funding awarded to FAST will be used to construct sidewalk on Walter Reed Road.

Second Quarter Update:

- The Walter Reed Road sidewalk project that is being funded by Transit has been awarded and is scheduled to start within the next couple of weeks. This project will fill in sidewalk gaps between Melrose Drive and Cape Center Drive
- The City executed a supplemental agreement with NCDOT to include the construction of sidewalk along Reilly Road from Jeffrey Drive to Morganton Road. This is being funded by Surface Transportation Program - Designated Allocation (STPDA) funds as well as funds from the City's sidewalk CIP funding
- FAMPO staff along with City Staff is still continuing efforts to collect data necessary to complete a sidewalk inventory.

Third Quarter Update:

- Applied for two new grants totaling \$ 522,000 that would require a 20% match from our CIP funds
- Awarded a contract to install sidewalk along Ramsey Street from the South River electric Headquarters to Summerchase Road
- Awarded the contract to construct sidewalk along Reilly Road from Jeffrey Drive to Morganton Road. This is being funded by Surface Transportation Program - Designated Allocation (STPDA) funds as well as funds from the City's sidewalk CIP funding
- Added additional sidewalk at Lake Rim elementary school per the SRTS review and are sending the plans back for final review
- Completed the sidewalk inventory data collection
- Requested \$ 75,000 NCDOT enhancement funding to fill in a couple of sidewalk gaps on Cliffdale Road
- Completing the final planning review to bid the New Freedom grant sidewalk project for Ramsey Street, Sycamore Dairy Road and McPherson Church Road
- Awarded a CIP funded contract for sidewalk along Ramsey Street from Summer Chase Road to Stacey Weaver Drive
- The Walter Reed Road sidewalk project between Melrose Drive and Cape Center Drive is complete.

Upcoming Activities:

- New Freedom Grant will affect existing bus stops on routes 5 and 14, along Ramsey Street and Sycamore Dairy Road, respectively
- Focus areas include senior housing and group homes for individuals with disabilities, the VA Hospital, Department of Social Services, Fayetteville Technical Community College, Methodist University and shopping centers; This project is scheduled to be advertised within the next month
- Efforts are still continuing to acquire the necessary easements needed to move forward with the Hoke Loop Road sidewalk project
- Compile the data and produce a map depicting where sidewalk exists.

Youth Council Development Management Agenda

Fayetteville-Cumberland Parks & Recreation will create an environment that enables the youth and young adults of this community to develop the essential knowledge and skills necessary to comprehend and recognize the meaning of local, state and federal government through the development of a youth council program. The intent will be to structure a program that is sustainable and meaningful.

This target for action is linked to City goal #5: GREATER COMMUNITY UNITY – Pride in Fayetteville.

- Measure of success: Establishment of Youth Council.



Staff Liaison: Ron McElrath & Michael Gibson; Human Relations, Parks & Rec. Directors

Email Address: rmcelrath@ci.fay.nc.us, mgibson@ci.fay.nc.us

Phone Number: 910-433-1557

Team Members: Parks & Recreation staff, Human Relations Staff

Action Plan	Estimated Completion
Develop a formal learning plan that includes long & short-term goals and action steps	2 nd Qtr 2011
Identification of young people interested in government countywide	2 nd Qtr 2011
Establish Youth Council	3 rd Qtr 2011

First Quarter Update:

- Held discussion with Council members on restructuring programs for Youth Development program; Youth Development takes into account child's total development; Youth Council is part of Youth Development.

Second Quarter Update:

- Continued planning for Youth Council development.

Third Quarter Update:

- Partnership with Human Relations formed to develop program
- Human Relations Youth Council proposal accepted by Cumberland County Schools (CCS).

Upcoming Activities:

- Distribute applications to schools and select Youth Council members.

Military Business Park Development Management Agenda

The Military Business Park is a 216-acre privately owned site nestled between Bragg Boulevard, the All-American Freeway, and Sante Fe Drive. The Community Development Department funds a portion of the infrastructure improvements. It is the responsibility of the private property owner to master plan the 216 acre site. Development Services staff will participate in a dialogue on how to maximize the potential of the uniquely located site. Staff will promptly review and comment on plans or proposals the developer may bring forward.

This target for action is linked to City goal #1: GREATER TAX BASE DIVERSITY - Strong Local Economy.

- Measure of success: Assist with the development of the park as much as possible to make it a success.

Staff Liaison: Karen Hilton, Planning and Zoning Division Manager

Email Address: khilton@ci.fay.nc.us

Phone Number: 910-433-1437

Team Members: Development Services, Engineering & Infrastructure, and Community Development

Action Plan	Estimated Completion
Participate in the dialogue on how to maximize the potential of the site	Continuous
Promptly review and comment on plans and proposals the developer may bring forward	Continuous
Continue to seek funding for the core infrastructure/public assets that will be required to implement a thoroughly conceived master plan.	Continuous

First Quarter Update:

- Processed zone classification change as requested by property owner
- Community Development worked on contract amendment to allow additional funding to be spent on public infrastructure providing more flexibility for its use.

Second Quarter Update:

- With the completion of the first private facility in the park, PDI is now operational.

Third Quarter Update:

- With the adoption of the UDO and the citywide remapping, staff is working with the developer to identify the closest new district(s) or procedures to continue development as planned.

Upcoming Activities:

- This is a public/private partnership where the City of Fayetteville and State agencies support activity initiated by the private sector. The Cumberland County Chamber of Commerce will continue to market the facility and as a team we stand ready to assist as new projects are proposed.

Downtown Development Plan Review Management Agenda

The Downtown Development Manager will focus on preparing a work plan for the review of the Fayetteville Renaissance Plan for the City's downtown. This plan was adopted in 2002 with the assistance of the North Carolina Urban Design Assistance Team. Since that time, many projects have been completed, other accomplishments made and new projects have been introduced. Staff may determine that a consultant may be required to complete the review. At the conclusion of the review process, a presentation will be provided to Council, so that staff can receive feedback and direction.

This target for action is linked to the city goal #6: REVITALIZED DOWNTOWN – A Community Focal Point.

- Measure of success: Update current plan or develop a new plan.

Staff Liaison: Victor Sharpe, Community Development Director

Email Address: vsharp@ci.fay.nc.us

Phone Number: 910-433-1933

Team Members: Community Development, Special Projects and Development Services

Action Plan	Estimated Completion
Review of goals and accomplishments of the current Fayetteville Renaissance Plan	2nd Qtr 2010
Development of a work plan for updating the plan or the development of a new plan	2 nd Qtr 2010
Hire a consultant to work with the City to develop plan (will need to determine if this action is necessary)	3 rd Qtr 2011
Begin the development of the plan update if needed.	3 rd Qtr 2011

First Quarter Update:

- Reviewed the current downtown plan and new developments in the downtown.

Second Quarter Update:

- Completed the review of the current downtown plan
- Developed a work plan for an update
- Completed research on the use of the Urban Design Assistance Team and the International Downtown Association Advisory Panel to assist in update of the current plan.

Third Quarter Update:

- Submitted request for funding to hire a consult for an update of the plan for next fiscal year.

Upcoming Activities:

- Prepare request for proposal for a consultant to prepare the downtown plan update.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Rebecca Rogers Carter, Management Services Manager
DATE: May 23, 2011
RE: **FY 2011-12 Strategic Plan Presentation**

THE QUESTION:

Do the attached documents accurately reflect the City Council's interests related to the FY 2011-12 Strategic Plan?

RELATIONSHIP TO STRATEGIC PLAN:

The attached document represents the foundation for the City's FY 2011-12 strategic plan as developed by the City Council during their retreat this February and the follow up session in March. If approved by the City Council, this strategy will govern policy and management direction of the City from July 1, 2011 through June 30, 2012.

BACKGROUND:

The City's Strategic Plan has five main areas:

- A vision statement that describes the type of community the Council would like to facilitate through policy direction and staff's work efforts
- A mission statement that describes our organizational purpose, "making Fayetteville a better place for all"
- A list of core values that describes our standards of performance which is expressed with the acronym statement to "Serve with RESPECT"
- Multi-year goals that provide an intermediate focus for the work of City Council and staff, and further outlines the activities Council believes are necessary to realize the vision
- A one-year action plan that identifies issues that Council wishes to address by providing policy direction and the necessary actions that the City management should complete during the upcoming fiscal year.

The FY 2011-12 strategic plan is scheduled for adoption during the June 13 City Council meeting.

ISSUES:

The attached documents accurately reflect City Council's interests related to the FY 2011-12 Strategic Plan for the City of Fayetteville.

BUDGET IMPACT:

OPTIONS:

1. No action required. The FY 2011-12 strategic plan is scheduled for adoption during the June 13 City Council meeting.
2. Clarify Council's interests and provide guidance to the City Manager.

RECOMMENDED ACTION:

No action required. The FY 2011-12 strategic plan is scheduled for adoption on June 13th City Council agenda.

ATTACHMENTS:

STRATEGIC PLAN 2011→2016→2025



Fayetteville, North Carolina
March 2011

Lyle Sumek Associates, Inc.
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Palm Coast, FL 32137

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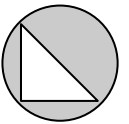


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STRATEGIC PLANNING FOR THE CITY OF FAYETTEVILLE

Strategic Planning Model for the City of Fayetteville

Value-based principles that describe the preferred future in 15 years

VISION

Destination
“You Have Arrived”

Strategic goals that focus outcome-base objectives and potential actions for 5 years

PLAN

Map
“The Right Route”

Focus for one year – a work program: policy agenda for Mayor and Council, management agenda for staff; major projects

EXECUTION

Itinerary
“The Right Direction”

Principles that define the responsibility of city government and frame the primary services – core service businesses

MISSION

Vehicle
“The Right Bus”

Personal values that define performance standards and expectations for employees

CORE BELIEFS

Fuel
“The Right People”

FAYETTEVILLE VISION 2025

City of Fayetteville Vision 2025

The City of Fayetteville
is a *GREAT PLACE TO LIVE* ^(A) with
a choice of *DESIRABLE NEIGHBORHOODS*, ^(B)
LEISURE OPPORTUNITIES FOR ALL, ^(C)
and *BEAUTY BY DESIGN*. ^(D)

Our City has a *VIBRANT DOWNTOWN*, ^(E)
and *VIBRANT MAJOR CORRIDORS*, ^(F)
the *CAPE FEAR RIVER TO ENJOY*, ^(G) and
a *STRONG LOCAL ECONOMY*. ^(H)

Our City is a *PARTNERSHIP OF*
CITIZENS ^(I) with a *DIVERSE CULTURE*
AND *RICH HERITAGE*. ^(J)

This creates a Sustainable Community.

Fayetteville Vision 2025

PRINCIPLE A

GREAT PLACE TO LIVE

► Means

- 1. A clean and safe community
- 2. A location of choice for businesses and people
- 3. Quality affordable housing
- 4. Community of neighborhoods that are livable and connected by sidewalks and trails
- 5. Growing population with young professionals and families moving here
- 6. Accessible and efficient transit throughout the City
- 7. High paying skill opportunities available
- 8. Quality public schools with educational programs and opportunities

PRINCIPLE B

DESIRABLE NEIGHBORHOODS

► Means

- 1. Well-planned and designed neighborhoods
- 2. Quality neighborhood infrastructure: paved streets, sidewalks and trails, underground utilities, lighting, well-maintained private roads
- 3. Walkable neighborhoods connected by sidewalks and trails throughout the community
- 4. Attractive urban forest
- 5. Well-organized functional community watch groups
- 6. Neighborhoods where people are safe and secure
- 7. Preservation of historic neighborhoods and architecture
- 8. Community gathering places for residents to meet
- 9. Easy access to/from the neighborhood

PRINCIPLE C

LEISURE OPPORTUNITIES FOR ALL

► Means

- 1. Affordable public and private leisure activities
- 2. Leisure facilities, programs and services for all family generations
- 3. Convenient access to neighborhood parks, community parks and recreational/community centers
- 4. Aquatic facilities designed for recreation and competition
- 5. Choice of entertainment: nightlife, theaters, professional sports
- 6. Cultural venues and activities that reflect our diverse community
- 7. Bike trail and lanes connecting our community
- 8. Parks with restrooms and amenities

PRINCIPLE D

BEAUTY BY DESIGN

► Means

- 1. Well planned community with predictable land use and development
- 2. Balanced and compatible urban development with greater density in specific areas
- 3. Clean community with visual appeal
- 4. Preservation of trees and natural resources
- 5. Well landscaped and well designed parking lots, streetscapes, buildings
- 6. Buffers separating commercial – residential, single family – and multifamily
- 7. Signage reflecting that surrounding community character
- 8. Attractive commercial buildings meeting defined standards
- 9. Beautiful water: river, creeks, lakes and ponds
- 10. Green buildings – LEED certified or equivalency

PRINCIPLE E

VIBRANT DOWNTOWN

► Means

- 1. People living in downtown area
- 2. High quality hotels with space for conferences and community events
- 3. Easy access and convenient parking
- 4. Festival Park and green spaces throughout downtown
- 5. Downtown linked to river and Fayetteville State University
- 6. Connected downtown assets
- 7. Well-planned residential and commercial mixed-use developments
- 8. A variety of quality restaurants
- 9. Attractive buildings occupied by successful businesses

PRINCIPLE F

VIBRANT MAJOR CORRIDORS

► Means

- 1. High quality hotels
- 2. Attractive buildings occupied by successful businesses
- 3. Variety of retail businesses
- 4. Public transit along the corridor
- 5. Attractive, clean
- 6. Controlled access, efficient traffic flow
- 7. Buffering residential and commercial areas
- 8. Walkable and pedestrian safe
 - Murchison
 - Ramey
 - Bragg Blvd
 - All American
 - MLK
 - Raeford

PRINCIPLE G

**CAPE FEAR RIVER TO
ENJOY**

► Means

1. Clean and attractive river corridor and waterways
2. Regional river park and trail system
3. Mixed use residential and commercial development near and along river
4. Preservation of our history and heritage
5. Redeveloped corridors connecting river to downtown
6. Public access and recreational use of the river and waterways
7. Residential opportunities for all incomes

PRINCIPLE H

**STRONG LOCAL
ECONOMY**

► Means

1. Home of military-related businesses: manufacturing, hi-tech and support services
2. Diverse growing city tax base
3. Strong military presence: Fort Bragg
4. Available, competent local workforce for 21st Century jobs
5. Strong education system that prepares people for the future: employment and life
6. Growing technology-related businesses
7. Industries located in City

PRINCIPLE I

**PARTNERSHIP OF
CITIZENS**

► Means

1. City and citizens working together to solve problems
2. Citizens involved and engaged in City governance
3. City organization working as a team
4. Citizens taking responsibility and sharing ownership for the community
5. Transparent governments with civic awareness and informed citizenry
6. City working with community organizations
7. Citizens volunteering to help the City
8. Citizens having a high level of trust and confidence in City government and elected officials, in Cumberland County and other governments
9. City working with Cumberland County, School, and other governments
10. Alignment of city services and service level and financial resources

PRINCIPLE J INCLUSIVE COMMUNITY WITH DIVERSE CULTURES AND RICH HERITAGE

► Means

1. Diversity recognized as a strength in our community
2. Respecting and celebrating cultural differences
3. Diversity of thoughts, ideas and expression reflected in our community values
4. Diverse people working together with a single vision and common goals
5. Learning from past barriers that divided our community
6. Heritage as military community
7. Strong community festivals and events with high level of participation
8. Fayetteville community having a hometown feeling

CITY OF FAYETTEVILLE OUR MISSION

City of Fayetteville

Our Mission

**THE CITY GOVERNMENT PROVIDES
SERVICE THAT MAKES FAYETTEVILLE A
BETTER PLACE FOR ALL.**

**The City Government
is *FINANCIALLY SOUND* and provides *FULL
RANGE OF QUALITY MUNICIPAL SERVICES*
that are *VALUED BY OUR CUSTOMERS*
and delivered by a *DEDICATED WORKFORCE*
in a *COST EFFECTIVE MANNER.***

**The City has
*WELL DESIGNED AND WELL MAINTAINED
INFRASTRUCTURE AND FACILITIES.***

**The City
ENGAGES ITS CITIZENS and is recognized as
a *STATE AND REGIONAL LEADER.***

City of Fayetteville

Our Mission

PRINCIPLE 1

FINANCIALLY SOUND

► Means

- 1. Adequate resources to support defined services and service levels
- 2. Investing in future and in infrastructure preventive maintenance
- 3. Strong financial reserves for emergencies, investments and opportunities
- 4. Maintaining or enhancing the City’s bond ratings: City (Aa3/AA-) and utility system (A1/A+)
- 5. Managers acting in a financially responsible manner with prudent use of available resources
- 6. Expanding and growing tax base and revenues

PRINCIPLE 2

FULL RANGE OF QUALITY MUNICIPAL SERVICES

► Means

- 1. Safe community
- 2. Mobility for citizens
- 3. Economic development
- 4. Environmental stewardship
- 5. Quality of life
- 6. Healthy population
- 7. Attractive community

PRINCIPLE 3

VALUED BY OUR CUSTOMERS

► Means

- 1. Services meeting needs of citizens
- 2. Responsive to citizen concerns and problems
- 3. Dependable, consistent and equitable services on a daily basis throughout the City
- 4. Timely responses to an emergency situation
- 5. High level of customer and citizen satisfaction
- 6. Citizens understanding City services
- 7. Services meeting needs of citizens

PRINCIPLE 4

DEDICATED WORKFORCE

► Means

1. Committed to the job, the City and serving the community
2. Customer-focused – caring and respectful for our customers
3. Professional behavior and ethics
4. Well-trained and technically competent
5. Well-compensated

PRINCIPLE 5

COST-EFFECTIVE MANNER

► Means

1. Operating like a “service business”
2. Optimizing the City’s resources
3. Knowing the best practices
4. Improving the process to produce
5. Evaluating performance and outcomes

**PRINCIPLE 6
WELL DESIGNED AND WELL
MAINTAINED
INFRASTRUCTURE AND
FACILITIES**

► Means

1. Reliable services
2. Facilities designed with the community in mind
3. Designed for future growth
4. Infrastructure that supports efficient service delivery
5. Customer-friendly designs

PRINCIPLE 7

ENGAGES ITS CITIZENS

► Means

1. Timely information to citizens
2. Listening to and addressing community's need
3. Seeking input prior to decisions and plans
4. Focusing on what is "best" for the entire community
5. Using citizen volunteers
6. Partnering with community organizations to provide services

PRINCIPLE 8

STATE AND REGIONAL LEADER

► Means

1. Building regional relationship
2. Receiving national and state recognition
3. Active lobbying for the interests of our City and community in Raleigh and Washington, D.C.
4. Providing regional response: emergency services, public works
5. Being the 1st – taking innovative action

CITY OF FAYETTEVILLE CORE BELIEFS

City of Fayetteville

Core Values

**We, the Mayor, City Council, Managers,
Supervisors and Employees**

Serve with

R esponsibility
E thics
S tewardship
P rofessionalism
E ntreprenurial Spirit
C ommitment
T eamwork

**to safeguard and enhance the public trust
in City Government**

Core Beliefs – Definition

BELIEF 1

SERVE

► Means

1. Treating our customer in a courteous and respectful manner
2. Taking timely action and time to explain your decision or actions to our customer
3. Listening to and knowing the needs of your customer
4. Working with compassion and empathy for our customers
5. Giving more than what our customer expects – our customer is delighted and pleased
6. Looking for ways to say “YES” in a consistent and equitable manner
7. Evaluating the outcome for our customers and our customer’s satisfaction
8. Delivering service in a positive, enthusiastic manner

BELIEF 2

RESPONSIBILITY

► Means

1. Taking personal responsibility for the final product, the process and the outcome
2. Taking personal responsibility for your behavior, actions and decisions
3. Defining clear performance expectations and standards for the project, job or services
4. Taking the initiative and anticipating potential problems and taking appropriate actions
5. Making timely decisions
6. Holding self and others accountable
7. As a supervisor or leader, taking responsibility for your team’s performance, actions and outcomes

BELIEF 3

ETHICS

► Means

1. Behaving consistently in an honest and fair manner
2. Keeping your word and delivering on your commitments
3. Communicating in an honest, truthful manner with direct responses to questions
4. Acting in an ethical and equitable manner and avoiding any perception of impropriety
5. Having a sincere, positive and can-do attitude
6. Always giving 100% effort
7. Using the public trust to guide your actions

BELIEF 4

STEWARDSHIP

► Means

1. Managing and developing resources
2. Placing the public interest above personal interest
3. Planning work activities and daily schedules to maximize use of resources
4. Completing projects on time and within budgets
5. Taking care of and using preventative maintenance on City equipment, vehicles, technology and infrastructure
6. Looking for ways to leverage City resources and to expand revenues
7. Taking actions and providing services that add value to the quality of lives of our citizens

BELIEF 5

PROFESSIONALISM

► Means

1. Developing and maintaining professional and technical competence
2. Actively pursuing opportunities that enhance our ability to serve
3. Helping to develop the knowledge and skills of others through coaching, mentoring or being a role model
4. Continuously learning by evaluating performance and identifying opportunities for improvement
5. Learning about trends and “best practices” and applying them to Fayetteville
6. Presenting a positive image for the City in your appearance, workspace, and vehicles
7. Participating in professional or trade associations

BELIEF 6

ENTREPRENEURIAL SPIRIT

► Means

1. Thinking creatively
2. Being willing to try a new idea or approach
3. Challenging the status quo and questioning the value of the process and work activity
4. Using technology to enhance productivity or improve management and service delivery
5. Seeking innovative ways to resolve problems
6. Evaluating outcomes and being willing to change plans, process or the way of doing business
7. Willing to take a reasonable risk which may have positive return to the City

BELIEF 7

COMMITMENT

► Means

1. A personal commitment to the City's mission and values
2. Being loyal and supportive to the City Mayor, City Council and City management
3. Willing to adapt to our changing community and operating environment
4. Working with the community by listening to their needs and involving them appropriately
5. Timely implementation of the Council decisions and direction
6. Promoting understanding among citizens and employees of what is important to us
7. Doing the job right the first time

BELIEF 8

TEAMWORK

► Means

1. Working together to accomplish the City's mission
2. Knowing and fulfilling your role and responsibilities to help your team achieve its goals
3. Cooperating and collaborating to define goals, to complete tasks, to communicate and to resolve conflicts
4. Being an active member of the team
5. Willing to pitch in and go beyond your defined role
6. Willingness to ask for help and to help others
7. Building a sense of City unity

CITY OF FAYETTEVILLE PLAN 2011 – 2016

City of Fayetteville

Goals 2016

Greater Tax Base Diversity – Strong Local Economy



**More Efficient City Government –
Cost-Effective Service Delivery**



**Growing City, Livable Neighborhoods –
A Great Place to Live**



More Attractive City – Clean and Beautiful



Greater Community Unity – Pride in Fayetteville



Revitalized Downtown – A Community Focal Point

Goal 1

Greater Tax Base Diversity – Strong Local Economy

OBJECTIVES	MEANS TO CITIZENS	SHORT TERM CHALLENGES AND OPPORTUNITIES
1. Retain and grow current businesses and jobs	1. Job opportunities for citizens and our children	1. Attracting developers and investors to major corridors and specific locations
2. Increase industry and commercial tax base within the City	2. Higher-paying job opportunities	2. Increasing the number of “value added” jobs beyond retail and service business
3. More jobs with higher wages and increase per capita income	3. More diverse tax base and less reliance on property tax for homeowners	3. Attracting new businesses to locate within the City
4. Have an available, competent local workforce	4. Opportunities to develop and grow your own business	4. Support for local businesses
5. Attract more military-based industries	5. Convenient air travel at a reasonable cost	5. Tapping the economic potential of the expansion of Fort Bragg and attracting military related businesses
6. Increase occupancy of vacant retail spaces and office spaces	6. Educational opportunities for a lifetime	
		LONG TERM CHALLENGES AND OPPORTUNITIES
		1. Developing a workforce prepared for 21 st Century jobs
		2. Image of Fayetteville
		3. National recession and its impact on business investment and financing
		4. Working with the Chamber of Commerce to define goals, performance expectations, desired outcomes

POLICY ACTIONS 2011 – 2012

PRIORITY

High Priority

- 1. Economic Development Contract with Chamber of Commerce

MANAGEMENT ACTIONS 2011 – 2012

PRIORITY

Top Priority

- 1. Bragg Boulevard Corridor Development (Hay Street to I-295)
 - Corridor Plan: Funding
 - Corridor Plan: Development
 - Project: Villagio Development
- 2. Nonstop Air Service to Washington, D.C.
 - Pursue Opportunity
 - Acquires slot at National Reagan Airport

Top Priority

- 3. HOPE VI Business Park Development
 - Assembly Land
 - RFD for Developers
 - Link Sustainability Campus

MANAGEMENT IN PROGRESS 2011 – 2012

- 1. Murchison Road Corridor Development
 - Redevelopment Plan: Adoption
 - Washington Drive School
 - Gateway Beautification (at MLK Park)
- 2. Hotel and Conference Center Development
- 3. Military Business Park Infrastructure: Sewer and Street Improvements

MAJOR PROJECTS 2011 – 2012

- 1. Airport Improvements: Restrooms, Awnings, Escalators

ON THE HORIZON 2012 – 2016

- 1. Airport Terminal Master Plan and Capital Projects
- 2. Cape Fear River Land Use Plan
- 3. Ramsey Street Corridor Overlay Zone Ordinance
- 4. Sustainable Communities Foundation: Economic Development Project
- 5. Raeford Road Corridor Development

Goal 2

More Efficient City Government – Cost-Effective Service Delivery

OBJECTIVES	MEANS TO CITIZENS	SHORT TERM CHALLENGES AND OPPORTUNITIES
1. Greater accountability for performance, results and transparency	1. City stewardship of tax dollars	1. Recruiting and retaining top quality City workforce
2. Services delivered in a cost-effective manner	2. Valued services and products for your tax dollars and fees	2. Technology infrastructure and lack of investment
3. Investing in City’s future infrastructure, facilities and equipment	3. Responsive City services provided in a customer-friendly manner	3. Residents needs and demands for services vs. their willingness to pay
4. Producing results following the strategic plan and budget	4. Services delivered in the best, most cost-effective manner	4. Services and service levels with adequate funding
5. High level of customer satisfaction with city services	5. City-Public Works Commission working together for your benefit	5. Rising cost of City operations: healthcare, retirement, materials
	6. Reasonable tax rate and fees	6. Role of city government – defining core services
		LONG TERM CHALLENGES AND OPPORTUNITIES
		1. Revenues not keeping pace with expenditures and service demands
		2. Federal and State mandates and regulations
		3. Potential retirement of City employees and replacements
		4. Who should pay for services and programs

POLICY ACTIONS 2011 – 2012

PRIORITY

1. FAST Improvements
 - Funding Direction
2. City Funding for Non Profit Organizations
 - Policy Review
 - Direction
3. Comprehensive Classification and Compensation Plan
 - Project Funding
 - Project: Completion
4. Solid Waste Contracting for Service Pilot Study
5. Lobbyist: Evaluation
 - Evaluate Situation: Federal and State
 - Determine Direction, Funding
6. Goals and Performance Matrix
 - Development
 - Funding

Top Priority

Top Priority

High Priority

High Priority

MANAGEMENT IN PROGRESS 2011 – 2012

1. Security at City Hall: Report and Direction
2. IT Organization Performance Evaluation Report
3. Consolidated 9 – 1 – 1 Communications Center
 - CAD – CAD
 - OSSI
 - Dispatch
4. Fire Department Accreditation
5. IT Infrastructure Upgrade: Implementation
6. Recycling Contract and Services

MAJOR PROJECTS 2011 – 2012

1. Fire Station 19: Construction

ON THE HORIZON 2012 – 2016

1. Consolidated Communications Center with Cumberland County
2. Human and Social Needs Survey and Direction
3. Organizational Climate and Employee Survey
4. Police Staffing (PERF Recommendations): Direction and Funding

PRIORITY

High Priority

MANAGEMENT ACTIONS 2011 – 2012

1. Limited English Proficiency and Strategy

Goal 3

Growing City, Livable Neighborhoods – A Great Place to Live

OBJECTIVES	MEANS TO CITIZENS	SHORT TERM CHALLENGES AND OPPORTUNITIES
1. Consistent improvement in reducing crime rates	1. A safe, secure feeling throughout the City	1. Residents feeling safe and secure
2. Well-organized neighborhoods with residents taking pride and responsibility for the neighborhood	2. Residents want to live within the City	2. Traffic congestion and flow
3. Safe streets with vehicles traveling at the posted limits	3. Convenience – shopping, recreation, education, entertainment	3. Walkable and pedestrian friendly community
4. Manage the City’s future growth and development with quality development and redevelopment reflecting plans, policies, and standards	4. Positive choices of activities in your leisure time	4. Police working with residents to increase community safety
5. Improve mobility within the City: road capacity, traffic flow, public transportation	5. Support for families, seniors and youth	
		LONG TERM CHALLENGES AND OPPORTUNITIES
		1. Implementing the Unified Development Ordinance
		2. Lack of recreational and leisure opportunities within Fayetteville
		3. Funding for planning, programs and facilities including maintenance and operations
		4. Level of development regulations by the City

POLICY ACTIONS 2011 – 2012

1. Park Bond Referendum (with Cumberland County)
 - Direction
2. Police Substation
 - Complete Study
 - Determine Direction
 - Funding
3. Sewer Hook Up Acceleration
 - Direction
 - Funding
 - Evaluate – Reduce 8%
4. Street Lighting Ordinance
 - Direction
 - Implementation
5. Private Roads Policy Framework: Direction and Funding (necessary for City services)

PRIORITY

Top Priority

Top Priority

Top Priority

High Priority

MANAGEMENT ACTIONS 2011 – 2012

1. Reclaiming Neighborhoods Next Project: Direction

PRIORITY

Top Priority

MANAGEMENT IN PROGRESS 2011 – 2012

1. Pavement Management Program
2. Unified Development Ordinance: Zoning Map and Administrative Manual
3. Residential Rental Program (PROP): Direction and Funding

MAJOR PROJECTS 2011 – 2012

1. Storm Water Projects
2. Cross Creek Linear Park Phase 3B
3. Sidewalks in Developed Areas
4. Grove Street Safety Project

ON THE HORIZON 2012 – 2016

1. Shaw Heights/Julie Heights Annexations
2. Gates IV Annexation
3. Enclaves Annexation
4. Curfew Options: Direction
5. Mall Pedestrian Connectivity
6. Panhandling Ordinance: Enforcement Evaluation and Direction
7. Community Wellness New Initiatives: Direction and Funding

Goal 4

More Attractive City – Clean and Beautiful

OBJECTIVES	MEANS TO CITIZENS	SHORT TERM CHALLENGES AND OPPORTUNITIES
1. Clean and beautiful community with less trash and less visual blight	1. Taking responsibility for your property and cleaner community	1. Residents and property owners responsibility for appearance of their homes, buildings, landscaping
2. Develop, adopt and support standards that buffer differing land uses and assure attractive commercial buildings	2. Protection of your property values	2. Blighted areas needing City actions
	3. Pride in the City and in your neighborhood	3. Improving the “first impression” of Fayetteville
3. Increase green spaces throughout the city	4. Fayetteville becoming a showcase for guests/visitors	4. Degree of City regulations and level of enforcement or compliance
4. Have signage reflecting the surrounding community character	5. Less trash and junk	
5. Incorporate “green buildings” concepts and LEED equivalency		
		LONG TERM CHALLENGES AND OPPORTUNITIES
		1. Funding for beautification programs and activities
		2. Panhandling and homeless population
		3. Personal property rights vs. community benefit and protection of property values
		4. Differing personal values and standards among residents

POLICY ACTIONS 2011 – 2012

PRIORITY

Top Priority

1. Building Demolition Program
 - Evaluate
 - Review Priority of Projects
 - Funding
 - Administrative Fee
 - Determine How to Address Repeat Offenders

High Priority

2. “Fayetteville Beautiful” Support
 - Continued Staff Support

High Priority

3. Sign Ordinance Revision/Enforcement
 - Define Direction and Expectations
 - Evaluate Ordinance
 - Draft Ordinance

MANAGEMENT ACTIONS 2011 – 2012

PRIORITY

High Priority

1. Old Days Inns
 - Pursue Developer for Site

MANAGEMENT IN PROGRESS 2011 – 2012

1. North Carolina Veterans Park
 - Operations and Maintenance Plan
 - Marketing Program
 - Phase II Development Plan
2. Multi Family Recycling Program: Implementation
3. Texff: Clean Up and Development
 - Site Clean Up
 - Secure Buildings
 - Design River Trail Phase II
 - Evaluate Redevelopment Opportunities
 - Seek Funding for Wells Monitoring

MAJOR PROJECTS 2011 – 2012

1. North Carolina Veterans Park – Phase I: Dedication
2. Cape Fear River Trail Phase II: Final Design and Construction

ON THE HORIZON 2012 – 2016

1. Code Enforcement: Service Level and Funding
2. Commercial Recycling: Plan and Funding
3. River Park Development
4. Community Sustainability Council: Direction

Goal 5

Greater Community Unity – Pride in Fayetteville

OBJECTIVES	MEANS TO CITIZENS	SHORT TERM CHALLENGES AND OPPORTUNITIES
1. Better informed citizenry about City and City government	1. Feeling like part of the community	1. Partnering with other governments and community organizations
2. Increase community dialog on major issues	2. Greater awareness of the City	2. Positive advocacy for the City to the community
3. Develop and maintain collaborative working relations among various governmental units	3. Volunteering and contributing to the City and the community	3. Misinformation about City government
4. Increase trust and confidence in City government	4. Opportunities to participate in City government to make decisions and to shape plans	4. Socio-economic and racial divide in the community
5. Marketing the City	5. City leaders working for the betterment of the City	5. Helping residents to understand the value of City services
6. Support local businesses	6. Protection of yours and the City's interests	
		LONG TERM CHALLENGES AND OPPORTUNITIES
		1. Transient population passing through Fayetteville
		2. Community benefit vs. district agendas
		3. Multiple languages spoken in the community
		4. Determining "How" to inform or engage residents

POLICY ACTIONS 2011 – 2012

- 1. 250th Celebration
 - Determine Direction and Scope
 - Develop Plan
 - Funding
- 2. Citizen Survey
 - Define Concept
 - Develop Proposal on Approach
 - Determine Direction
 - Funding

MANAGEMENT ACTIONS 2011– 2012

- 1. City Communication Plan and Strategy
 - Develop Plan
 - Determine Funding

PRIORITY

Top Priority

MANAGEMENT IN PROGRESS 2011 – 2012

- 1. Youth Council: Implementation
- 2. Homeless Briefing (with Cumberland County Continuum of Care)

ON THE HORIZON 2012 – 2016

- 1. Summer Youth Programs: Direction and Funding
- 2. Youth Employment: Discussion with the Business Community

Goal 6

Revitalized Downtown – A Community Focal Point

OBJECTIVES	MEANS TO CITIZENS	SHORT TERM CHALLENGES AND OPPORTUNITIES
1. Adequate parking and access	1. Places to live Downtown	1. Attracting diverse businesses to Downtown
2. Financially self-sustaining Museum of Art	2. Going Downtown for entertainment and culture	2. Addressing Prince Charles Hotel
3. Develop World Class North Carolina Veterans’ Park	3. A place that you want to go	3. Vacant buildings with no actions to address situation
4. Make Downtown a viable neighborhood with services available	4. Easy access	4. Defining boundary and plans for Downtown
5. Increase building occupancy with successful businesses	5. Downtown known as the place for community events and festivals	
	6. Greater use of Cape Fear River	
		LONG TERM CHALLENGES AND OPPORTUNITIES
		1. Speculation by property owners
		2. Increasing number of Downtown residents
		3. More reasons to think about going to Downtown
		4. Conflicting visions for Downtown
		5. Downtown: policy and funding

POLICY ACTIONS 2011 – 2012

PRIORITY

1. Sign Ordinance: Ordinance for Downtown
 - Review Ordinance
 - Determine Direction
2. Disincentives for Vacant Buildings
 - Explore Creative Disincentive Options
 - Determine City Actions

MANAGEMENT ACTIONS 2011 – 2012

PRIORITY

High Priority

1. Prince Charles Hotel
 - Explore Options of Action by the City
 - Determine City Actions
2. Multi-modal Center
 - Complete Land Assembly
 - Secure Funding
 - Complete Design

MANAGEMENT IN PROGRESS 2011 – 2012

1. Downtown Marketing Plan: Development (CVB)
2. Festival Park Plaza Building: Direction

MAJOR PROJECTS 2011 – 2012

1. Franklin Street Parking Garage
2. Wayfinding Signs
3. Russell Street Sidewalk and Streetscape Improvements
4. Rail Corridor Improvements

ON THE HORIZON 2012 – 2016

1. Downtown Development Plan: Boundary, Update and Funding
2. Historic District and Boundary Restrictions
3. MSD: Review and Direction

CITY OF FAYETTEVILLE ACTION AGENDA 2011 – 2012

City of Fayetteville Policy Agenda 2011 – 2012

TOP PRIORITY

Park Bond Referendum: Proposal and Direction
Police Substations Study: Direction and Funding
FAST Improvements-Evening Service: Direction and Funding
City Funding of Non Profit Organizations: Policy Review and Direction
Sewer Hook Up Acceleration: Direction and Funding
Building Demolition Program: Funding

HIGH PRIORITY

Economic Development Contract with the Chamber of Commerce
Sign Ordinance: Revision and Direction
Street Lighting Ordinance: Direction and Funding
Comprehensive Classification and Compensation: Plan and Funding
Solid Waste Contracting for Services: Pilot Study and Future Direction
"Fayetteville Beautiful": City Endorsement and Resources

City of Fayetteville Management Agenda 2011 – 2012

TOP PRIORITY

Bragg Boulevard Corridor Development (Hay Street to I-295): Corridor Plan

Non Stop Air Service to Washington, D.C.

Reclaiming Neighborhoods Next Project: Direction

HOPE VI Business Park Development

City Communications Strategy: Plan and Funding

HIGH PRIORITY

Limited English Proficiency and Strategy

Old Days Inn Site Development

Multi Modal Center: Land Assembly and Design

Prince Charles Hotel: City Options and Direction

City of Fayetteville Key Management in Progress 2011 – 2012

Consolidated 9-1-1 Operations

Residential Rental Program (PROP): Direction and Funding

North Carolina Veterans Park

Youth Council

Festival Park Plaza Building: Direction

Murchison Road Corridor Development

City of Fayetteville Major Projects 2011 – 2012

Airport Improvements: Restrooms, Awnings, Escalators

Fire Station 19: Construction

Storm Water Projects

Cross Creek Linear Park Phase 3B

Sidewalks in Developed Areas

Grove Street Safety Project

North Carolina Veterans Park – Phase I: Dedication

Cape Fear River Trail Phase II: Final Design and Construction

Franklin Street Parking Garage

Wayfinding Signs

Russell Street Sidewalk and Streetscape Improvements

Rail Corridor Improvements

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Lisa Smith, Chief Financial Officer
DATE: May 23, 2011
RE: **Resolution Authorizing the Execution and Delivery of an Installment Financing Agreement, a Deed of Trust and Related Documents in Connection with the Financing of Various Capital Projects for the City of Fayetteville, North Carolina**

THE QUESTION:

Does Council wish to take the final step necessary to authorize the execution of an installment financing agreement, deed of trust and any other necessary documents to finance the acquisition of the Festival Park Plaza Office Building, and the acquisition of the land, construction and equipping of Fire Station 19?

RELATIONSHIP TO STRATEGIC PLAN:

Goal 3: More Efficient City Government - Cost Effective Service Delivery; Management Agenda - Fire Station 19 Development

Goal 6: Revitalized Downtown - A Community Focal Point; Objective 5: Increase building occupancy with successful businesses

Core Value: Stewardship

BACKGROUND:

- At the May 9 meeting, City Council received a presentation outlining the recommended financing structure for the Festival Park Plaza Office Building and Fire Station 19.
- At the conclusion of the presentation, City Council held the public hearing at which time no speakers came forward to comment on the proposed financing.
- After the public hearing closed, City Council adopted a resolution making certain findings regarding the financing and requesting the Local Government Commission to approve the financing arrangement.
- The financing application was delivered to the Local Government Commission (LGC) on May 13 with a request to have the item considered at the LGC's June 7 meeting.
- The draft installment financing agreement and deed of trust have been attached for your information.
- The final step required of Council to approve the financing, subject to approval of the LGC, is the adoption of the attached resolution authorizing the execution of an installment financing agreement, deed of trust and other necessary documents.

ISSUES:

None

BUDGET IMPACT:

The recommended FY2012 General Fund budget includes \$941,729 for principal and interest for the installment financing agreement for Festival Park Plaza Office Building and Fire Station 19.

OPTIONS:

1. Adopt the resolution and move forward with the financing.
2. Do not adopt the resolution and do not move forward with the financing.

RECOMMENDED ACTION:

Adopt a Resolution Authorizing the Execution and Delivery of an Installment Financing Agreement, a Deed of Trust and Related Documents in Connection with the Financing of Various Capital Projects for the City of Fayetteville, North Carolina

ATTACHMENTS:

Resolution

Draft Installment Financing Agreement

Draft Deed of Trust

The City Council of the City of Fayetteville, North Carolina held a regular meeting in the 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 May 23, 2011.

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

Absent: Council Members

Also Present: _____

* * * * *

_____ introduced the following resolution the title of which was read and copies of which had been distributed to each Council Member:

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF
AN INSTALLMENT FINANCING AGREEMENT, A DEED OF TRUST
AND RELATED DOCUMENTS IN CONNECTION WITH THE
FINANCING OF VARIOUS CAPITAL PROJECTS 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 (a) acquire the site for and construct and equip a new fire station (the “Fire Station Project”) and (b) acquire the Festival Park Plaza Office Building located at 225 Ray Avenue in Fayetteville (the “Office Building Project” and, together with the Fire Station Project, the “Projects”).

(b) After a public hearing and due consideration, the City Council has determined that the most efficient manner of financing the Projects will be through the entering of an Installment

Financing Agreement (the “Agreement”) between the City and Bank of America, N.A. (the “Bank”) pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended. Pursuant to the Agreement, the Bank will advance moneys to the City in an amount sufficient to pay the costs of the Projects, 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, construction and equipping of the Projects, the City will execute and deliver a Deed of Trust (the “Deed of Trust”) granting to the Bank a lien on the sites of the Projects, together with all buildings, improvements and fixtures located or to be located thereon.

(d) There has been presented to the City Council at this meeting drafts of the Agreement and the Deed of Trust.

(e) The Office Building Project will be purchased from Festival Park Plaza Office, LLC (“FPPO”), and in connection with the purchase of the Office Building Project, the City shall cause FPPO to apply certain proceeds received from the sale of the Office Building Project to the City to the extinguishment of all outstanding indebtedness entered into by FPPO relating to the Office Building Project and the termination of the existing interest rate swap agreement between FPPO and Bank of America, N.A. relating to such indebtedness.

Section 2. In order to provide for the financing of the Projects, the City is hereby authorized to enter into the Agreement and receive an advancement pursuant thereto in a principal amount not to exceed \$9,000,000. 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 and the Deed of Trust in substantially the forms presented at this meeting. 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 presented at this meeting, 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 and the Chief Financial Officer are hereby authorized to take any and all action necessary or beneficial to facilitate the retirement and satisfaction of all outstanding indebtedness of FPPO relating to the Office Building Project and the termination of the interest rate swap agreement relating thereto, including, without limitation, the execution and delivery of any documentation in connection therewith.

Section 6. 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 other items of evidence as shall be deemed necessary to consummate the transactions described above.

Section 7. This resolution shall take effect immediately upon its passage.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled "RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, A DEED OF TRUST AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF VARIOUS CAPITAL PROJECTS FOR THE CITY OF FAYETTEVILLE, NORTH CAROLINA" was passed by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Jennifer Penfield, Deputy 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 May 23, 2011, as it relates in any way to the passage of the foregoing resolution relating to an installment financing agreement 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 23rd day of May, 2011.

Deputy City Clerk

[SEAL]

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

Lisa T. Smith
Chief Financial Officer

INSTALLMENT FINANCING AGREEMENT

Dated as of June __, 2011

between

CITY OF FAYETTEVILLE, NORTH CAROLINA

and

BANK OF AMERICA, N.A.

\$ _____
Tax-Exempt Installment Financing

and

\$ _____
Taxable Installment Financing

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SECTION 1.1. <u>Definitions and Rules of Construction.</u> Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The words “hereby”, “herein”, “hereof”, “hereto”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof. All references herein to “Articles”, “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement unless some other reference is indicated. As used in this Agreement, the following words and terms shall have the following meanings:.....	3
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(g) The City will obtain or cause to be obtained all licenses, permits and other approvals of any other governmental entity having jurisdiction over the City or the Project that are necessary for the Project.	8
SECTION 2.2. <u>Representations, Covenants and Warranties of the Bank.</u> The Bank represents, covenants and warrants to the City as follows:.....	8
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SECTION 3.1. <u>Advancements.</u> In consideration of the covenants, warranties and representations contained herein, and in consideration of the City’s agreement to repay the moneys advanced hereunder and interest thereon, the Bank hereby agrees to advance to the City at Closing (a) moneys in the principal amount of \$_____ to pay the costs of the Fire Station Project and associated Closing Costs (the “Tax-Exempt Advancement”) and (b) \$_____ to pay the costs of the Office Building Project and associated Closing Costs (the “Taxable Advancement”). The Bank shall pay the Advancements to the City, or as directed by the City, at Closing to pay, or to reimburse the City for payment of, the costs of the Projects and associated Closing Costs.....	10
SECTION 3.2. <u>Acquisition, Construction and Equipping of Projects.</u> (a) The County has entered into, shall enter into, one or more contracts or purchase orders	

providing for the acquisition, construction and equipping of the Fire Station Project. The County shall cause the acquisition, construction and equipping of the Fire Station Project to be carried on expeditiously in accordance with the plans and specifications therefor and in compliance with all applicable ordinances and statutes and requirements of all regularly constituted authorities having jurisdiction over the same. The County shall require each contractor for the Fire Station Project to provide performance and labor and materials payment bonds in an amount not less than the amount of the respective contract. The net proceeds received by the County from any such bond or bonds shall be paid to the City and used as necessary to complete the Fire Station Project.10

- (b) The City has heretofore entered into a contract providing for the acquisition of the Office Building Project. The City shall cause the acquisition of the Office Building Project to occur at or prior to Closing in compliance with all applicable ordinances and statutes and requirements of all regularly constituted authorities having jurisdiction over the same. Prior to or simultaneously with the disbursement of the proceeds of the Taxable Advancement to pay the purchase price for the Office Building Project, the City shall obtain title to the Mortgaged Property and subject the Mortgaged Property to the lien and security interest created by the Deed of Trust subject only to Permitted Encumbrances.10

SECTION 3.3. Payment of Project Costs and Closing Costs. The City shall be obligated to pay all Project Costs and the Closing Costs when the same become due and payable from the proceeds of the Advancements or other available funds of the City, except to the extent that the Bank has agreed to pay such Closing Costs.10

SECTION 3.4. Disclaimer of Bank. The City acknowledges and agrees that the Bank (a) has not made any recommendation, given any advice nor taken any other action with respect to (i) the acquisition, construction or equipping of the Projects or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Projects or any component part thereof or any property or rights relating thereto at any stage of the acquisition, construction or equipping thereof, (b) has not at any time had physical possession of the Projects or any component part thereof or made any inspection thereof or any property or rights relating thereto, and (c) has not made any warranty or other representation, express or implied, that the Projects or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly used, or will accomplish the results which the City intends therefor, or (iii) is safe in any manner or respect.10

ARTICLE IV

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SECTION 4.3. Deed of Trust. In order to secure its obligations under this Agreement, including its obligation to make the Installment Payments hereunder, the City will

	execute and deliver the Deed of Trust simultaneously with the execution and delivery of this Agreement.....	14
SECTION 4.4.	<u>No Set-Off, Recoupment, Etc.</u> Subject to Section 4.2 and the Enforcement Limitation, the obligation of the City to make the Installment Payments hereunder and to perform and observe the other covenants of this Agreement shall be absolute and unconditional, and the City will pay without abatement, diminution or deduction all such amounts regardless of any cause or circumstance whatsoever, including, without limitation, any defense, set-off, recoupment or counterclaim that the City may have against the Bank.....	14

ARTICLE V 15

INSURANCE 15

SECTION 5.1.	<u>Comprehensive General Liability.</u> The City shall maintain or cause to be maintained throughout the term of this Agreement, a comprehensive general liability policy or policies in protection of the City, its officers, agents and employees. Said policy shall cover such losses and for such amounts and shall have such deductible amounts as shall be satisfactory to the City Council and, in the judgment of the City Council, shall protect the City against losses not protected under the principles of sovereign immunity. The net proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.....	15
SECTION 5.2.	<u>Workers' Compensation.</u> The City shall maintain workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure its employees against liability for compensation under the laws now in force in the State, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof. The proceeds of such workers' compensation insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.	15
SECTION 5.3.	<u>Insurance.</u> (a) The City shall procure and maintain, or cause to be procured and maintained, throughout the term of this Agreement, insurance against loss or damage to any portion of the Mortgaged Property by fire and lightning, with extended coverage, and vandalism, theft and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance policies shall name the Bank as loss payee and additional insured.	15
SECTION 5.4.	<u>Title Insurance.</u> The City shall obtain at the time of execution of this Agreement, and cause to be maintained, a mortgagee's title insurance policy on the Mortgaged Property insuring the City's fee simple interest in the Mortgaged Property, subject only to Permitted Encumbrances, in an	

amount equal to the aggregate Installment Payments designated as principal, naming the Bank as the named insured.16

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USE OF NET PROCEEDS.....17

SECTION 6.1. Obligation of the City to Repair and Replace the Mortgaged Property. Unless applied to the payment in full or in part of the remaining Installment Payments pursuant to Section 6.2, in the event that the Net Proceeds of any insurance policies exceed [\$500,000], the City shall cause such Net Proceeds to be deposited in a separate fund maintained by the City with the Bank or its designee. Except as set forth in Section 6.2, all such Net Proceeds shall be applied to the prompt repair, restoration or replacement of the Mortgaged Property and, if required to be deposited with the Bank, shall be disbursed upon receipt of requisitions of the City approved by the Bank, stating, with respect to each payment to be made, (a) the requisition number; (b) the name and address of the person, firm or corporation to whom payment is due; (c) the amount to be paid; and (d) that each obligation mentioned therein has been properly incurred, is a proper charge against the separate fund, and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. The Bank shall cooperate with the City in the administration of such fund and shall not unreasonably withhold its approval of requisitions under this Section. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the City, subject to the Deed of Trust and Permitted Encumbrances, and shall be included as part of the Mortgaged Property under this Agreement.17

SECTION 6.3. Cooperation of the Bank. The Bank shall cooperate fully with the City in filing any proof of loss with respect to any insurance policy covering the events specified in Section 5.1. In no event shall the Bank or the City voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Mortgaged Property without the written consent of the other.....18

ARTICLE VII 19

SECTION 7.1. Installation of Additional Improvements. The City may at any time and from time to time, in the sole discretion of the City, and at its own expense, construct real property improvements and install items of equipment or other personal property in or upon any portion of the Mortgaged Property that does not materially impair the effective use, nor materially decrease the value, of the Mortgaged Property; provided, however, that the City shall repair and restore any and all damage resulting from the construction,

	installation, modification or removal of any such items. All such items provided by the City shall be subject to the lien of the Deed of Trust.	19
SECTION 7.2.	<u>Access to the Mortgaged Property.</u> The City agrees that the Bank and its agents and employees, shall have the right, at all reasonable times during normal business hours of the City upon the furnishing of reasonable notice to the City under the circumstances, to enter upon the Mortgaged Property or any portion thereof to examine and inspect the same. The City further agrees that the Bank and the Bank's successors, assigns or designees shall have such rights of access to the Mortgaged Property as may be reasonably necessary to cause the proper maintenance of the Mortgaged Property in the event of failure by the City to perform its obligations hereunder. No right of inspection shall be deemed to impose on the Bank any duty or obligation whatsoever to undertake any inspection, and no inspection made by the Bank shall be deemed to impose upon the Bank any duty or obligation to identify any defects in the Mortgaged Property or to notify any person with respect thereto.....	19
SECTION 7.3.	<u>Maintenance, Utilities, Taxes and Assessments.</u> (a) Subject to the Enforcement Limitation, the City shall provide for the repair and replacement of any portion of the Mortgaged Property required on account of ordinary wear and tear or want of care.....	19
	(b) Subject to the Enforcement Limitation, the City shall also pay, or provide for the payment of, all taxes and assessments, including, but not limited to, utility charges of any type or nature levied, assessed or charged against any portion of the Mortgaged Property; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid as and when the same become due.....	19
SECTION 7.4.	<u>Modification of the Mortgaged Property.</u> The City shall, in its sole discretion and at its own expense, have the right to make additions, modifications and improvements to any portion of the Mortgaged Property if such additions, modifications or improvements are necessary or beneficial for the use of the Mortgaged Property. Such additions, modifications and improvements shall not in any way damage any of the Mortgaged Property (unless such damage is to be repaired as provided in Section 6.1) or cause the Mortgaged Property to be used for purposes other than those authorized under the provisions of law, and the Mortgaged Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not less than the value of the Mortgaged Property immediately prior to the making of such additions, modifications and improvements. The Project, as so modified, shall be subject to the lien of the Deed of Trust.	20
SECTION 7.5.	<u>Encumbrances.</u> Except as provided in this Article (including, without limitation, Section 7.4 and this Section), the City shall not, directly or indirectly, create, incur, assume or suffer to exist any pledge, lien, charge, encumbrance or claim, as applicable, on or with respect to the Mortgaged	

Property, other than Permitted Encumbrances. Except as expressly provided in this Article and subject to the Enforcement Limitation, the City shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim for which it is responsible if the same shall arise at any time; provided, however, that the City may contest any such lien, charge, encumbrance or claim if it desires to do so and if it provides the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Bank. .20

SECTION 7.6. Indemnification of the Bank. To the fullest extent permitted by law, the City covenants to defend, indemnify and hold harmless the Bank and its officers, directors, members, employees and agents (collectively, the “Indemnified Party”) against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Agreement or the Deed of Trust and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by this Agreement or the Deed of Trust; provided, however, that the right to indemnification set forth in this Section shall not apply to any losses arising from any action taken by, or failure to act by, the Bank or any of its officers, directors, members, employees and agents. In particular, without limitation, the City shall and hereby agrees to indemnify and save the Indemnified Party harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of any breach or default on the part of the City in the performance of any of its obligations under this Agreement or the Deed of Trust.20

SECTION 7.7. Financial Statements. The City agrees that it will furnish the Bank, when the same become available, but in no event later than 270 days after the end of the Fiscal Year, its annual audited financial statements.21

ARTICLE VIII 22

ASSIGNMENT, LEASING AND AMENDMENT22

SECTION 8.1. Assignment by the Bank. The Bank may, at any time and from time to time, assign to any bank, insurance company or similar financial institution all or any part of its interest in the Mortgaged Property or this Agreement, including, without limitation, the Bank’s rights to receive the Installment Payments and any additional payments due and to become due hereunder. Reassignment by any assignee may also only be to a bank, insurance company or similar financial institution. The City agrees that this Agreement may become part of a pool of obligations at the Bank’s or its assignee’s option. The Bank or its assignees may assign or reassign either the entire pool or any partial interest herein to any bank, insurance

company or similar financial institution. Notwithstanding the foregoing, no assignment or reassignment of the Bank’s interest in the Mortgaged Property or this Agreement shall be effective unless and until the City shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each assignee. The City covenants and agrees with the Bank and each subsequent assignee of the Bank to maintain for the full term of this Agreement a written record of each such assignment or reassignment. The City agrees to execute any document reasonably required by the Bank in connection with any assignment. Notwithstanding any assignment by the Bank of its interest in this Agreement, the City shall not be obligated to provide any financial or other information to any assignee of the Bank except as set forth in Section 7.7.22

SECTION 8.2. Assignment by the City. (a) This Agreement may not be assigned by the City. 22

ARTICLE IX 24

EVENTS OF DEFAULT AND REMEDIES24

SECTION 9.1. Events of Default Defined. The following shall be “events of default” under this Agreement and the terms “events of default” and “default” shall mean, whenever they are used in this Agreement, any one or more of the following events:.....24

SECTION 9.2. Remedies on Default. Upon the occurrence of any event of default under Section 9.1, the Bank may, without any further demand or notice, exercise any one or more of the following remedies:25

SECTION 9.3. No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. To the extent permitted by law, any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required in this Article or by law.25

SECTION 9.4. Agreement to Pay Attorneys’ Fees and Expenses. In the event the City should default under any of the provisions hereof and the Bank should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the City contained herein, the City agrees that it will pay on demand to the Bank, subject to the limitations and provisions of Section 6-21.2 of the General Statutes of North Carolina, as amended, the reasonable fees of such attorneys and such other expenses so incurred by the Bank. For purposes of this Section, the reasonable fees of attorneys shall mean

	attorneys' fees actually incurred at such attorneys' standard hourly rate for such services and shall not be based on any percentage of the outstanding amount due; provided, however that such attorneys' fees shall not exceed the maximum amount permitted by law.	25
SECTION 9.5.	<u>No Additional Waiver Implied by One Waiver.</u> In the event any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder except as may be provided by law.	26
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MISCELLANEOUS 29		
SECTION 11.1.	<u>Notices.</u> All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received upon the earlier of actual receipt or three days after deposit in the United States first-class, registered or certified mail (unless otherwise provided herein), postage prepaid, at the following addresses:.....	29
SECTION 11.2.	<u>Binding Effect.</u> This Agreement shall be binding upon and inure to the benefit of the City and the Bank and their respective successors and assigns. Whenever in this Agreement either the City or the Bank is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Bank shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.	29
SECTION 11.3.	<u>Severability.</u> In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.	29
SECTION 11.5.	<u>Execution in Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.	30
SECTION 11.7.	<u>Applicable Law.</u> This Agreement shall be construed and governed in accordance with the laws of the State of North Carolina.....	30
IN WITNESS WHEREOF,	the City and the Bank have caused this Agreement to be executed in their respective names by their respective duly authorized officers as of the date first above written.....	31

INSTALLMENT FINANCING AGREEMENT

This INSTALLMENT FINANCING AGREEMENT, dated as of June __, 2011 (the "Agreement"), between CITY OF FAYETTEVILLE, NORTH CAROLINA, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina (the "City"), and BANK OF AMERICA, N.A., a national banking association duly organized and existing under the laws of the United States of America (the "Bank");

WITNESSETH:

WHEREAS, the City is a municipal corporation duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina;

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, the City may finance the acquisition of property and the construction of fixtures or improvements on real property by contracts that create in the fixtures or improvements, or in all or some portion of the property upon which the fixtures or improvements are located, or in both, a security interest to secure repayment of the moneys advanced or made available for construction;

WHEREAS, after a public hearing and due consideration, the City Council of the City has determined to (a) acquire the site for and construct and equip a new fire station (the "Fire Station Project" and (b) acquiring the Festival Park Plaza Office Building located at 225 Ray Avenue in the City (the "Office Building Project" and, together with the Fire Station Project, the "Projects");

WHEREAS, in order for the City to obtain the funds to pay the costs of the Projects, the City has determined to enter into this Agreement whereby the Bank will advance funds to the City to pay the costs of the Projects, and the City will repay such advancement with interest in installments pursuant to the terms of this Agreement;

WHEREAS, as security for the performance of its obligation under this Agreement, including the payment of the installment payments hereunder, the City will execute and deliver a Deed of Trust, dated as of the date hereof (the "Deed of Trust"), to the Deed of Trust trustee named therein, for the benefit of the Bank, pursuant to which the City will grant a lien on the Sites (hereafter defined) and all of the buildings, improvements and fixtures located and to be located thereon;

WHEREAS, the Bank is willing to advance moneys to the City for payment of the costs of the Projects, and the City is willing to repay the moneys so advanced by the Bank in installments as more fully provided herein; and

WHEREAS, the City and the Bank have each duly authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1. Definitions and Rules of Construction. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The words “hereby”, “herein”, “hereof”, “hereto”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof. All references herein to “Articles”, “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement unless some other reference is indicated. As used in this Agreement, the following words and terms shall have the following meanings:

“Act” means Section 160A-20 of the General Statutes of North Carolina, as amended.

“Advancements” means collectively the Tax-Exempt Advancement and the Taxable Advancement.

“Agreement” means this Installment Financing Agreement, including any amendment or supplement hereto permitted herein.

“Applicable Factor” means, with respect to the Tax-Exempt Advancement, (a) during the Initial Period, 62.5% and (b) during any other LIBOR Index Rate Period, “Applicable Factor” as determined by the Bank for such LIBOR Index Rate Period and accepted by the City as set forth in Section 10.2.

“Bank” means Bank of America, N.A., a national banking association organized and existing under the laws of the United States of America, and any successor thereto.

“Business Day” means any day other than a Saturday, Sunday or other day on which the New York Stock Exchange is closed or on which banks are authorized or required to be closed in the City of Charlotte, North Carolina.

“City Council” means the City Council of the City.

“Closing” means the date on which the City executes and delivers this Agreement, and the Bank makes the Advancement to the City.

“Closing Costs” means and further includes all items of expense directly or indirectly payable by or reimbursable to the City relating to the financing of the Projects, including, but not limited to, filing and recording costs, title insurance premiums, settlement costs, printing costs, word processing costs, reproduction and binding costs, legal fees and charges and financing and other professional consultant fees.

“City” mean the City of Fayetteville, North Carolina, a municipal corporation duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina, and any successor entity.

“Deed of Trust” means the Deed of Trust, of even date herewith, from the City to the Deed of Trust Trustee, for the benefit of the Bank, securing the Installment Payments and other obligations specified hereunder and thereunder, as supplemented and amended from time to time.

“Deed of Trust Trustee” means the person or other entity at the time serving as trustee under the Deed of Trust.

“Determination of Taxability” means, with respect to the Tax-Exempt Advancement, and shall be deemed to have occurred on the date when (a) the City shall receive notice from the Bank that the Internal Revenue Service has assessed as includable in gross income the interest component of the Installment Payments relating to the Tax-Exempt Advancement due to the occurrence of an Event of Taxability or (b) the City or the Bank shall receive notice from the Commissioner or any District Director of the Internal Revenue Service that the interest component of the Installment Payments relating to the Tax-Exempt Advancement is includable in the gross income of the Bank for federal income tax purposes due to the occurrence of an Event of Taxability.

“Enforcement Limitation” means the provisions of the Act that provide that no deficiency judgment may be rendered against the City in any action for breach of a contractual obligation incurred under the Act and that the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under this Agreement.

“Event of Nonappropriation” means (a) the failure by the City Council to budget and appropriate in its budget for the ensuing Fiscal Year adopted on or about June 30 of each year moneys sufficient to pay all Installment Payments and any reasonably estimated additional payments under this Agreement coming due in the next ensuing Fiscal Year or (b) the City Council’s deletion from its duly adopted budget of any appropriation for the purposes specified in clause (a). In the event that during any Fiscal Year, any additional payments shall become due that were not included in the City’s current budget, and if there are no moneys available to pay such additional payments prior to the date upon which such additional payments are due, an Event of Nonappropriation shall be deemed to have occurred upon notice by the Bank to the City to such effect.

“Event of Taxability” means the occurrence or existence of any fact, event or circumstance caused by the failure of the City to comply with any covenants in this Agreement or any document or certificate executed by the City in connection with the transactions contemplated by this Agreement which has the effect of causing the interest component of the Installment Payments relating to the Tax-Exempt Advancement to be includable in the gross income of the Bank for federal income tax purposes.

“Fire Station Project” means the acquisition, construction and equipping of a new fire station.

“Fiscal Year” means the period beginning on July 1 of any year and ending on June 30 of the following year.

“Inclusion Date” means the effective date that the interest component of the Installment Payments relating to the Tax-Exempt Advancement is includable in the gross income of the Bank as a result of a Determination of Taxability.

“Initial LIBOR Index Rate Prepayment Date” means June __, 2014.

“Initial Period” means the initial LIBOR Interest Rate Period commencing on the date of Closing and ending on the Initial LIBOR Index Rate Prepayment Date.

“Installment Payment Date” means each of the dates set forth on the Installment Payment Schedules attached hereto.

“Installment Payments” means the payments required to be paid by the City pursuant to Section 4.1 in order to repay the Advancements as specified in Exhibit A.

“LIBOR Index” means, for any day, the rate per annum equal to the British Bankers Association LIBOR Rate (“BBA LIBOR”), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as selected by the Bank from time to time) at approximately 11:00 a.m., London time, on such day, or if such day is not a London Banking Day, on the next preceding London Banking Day, for U.S. Dollar deposits (for delivery on the first day of such interest period) with a one month term. If such rate is not available at such time for any reason, then the rate will be determined by such alternate method as reasonably selected by the Bank to correspond to the rate specified above. For purposes of this definition, a "London Banking Day" is a day on which banks in London are open for business and dealing in offshore dollars.

“LIBOR Index Rate Conversion Date” means the LIBOR Index Rate Prepayment Date occurring at the end of the then ending LIBOR Index Rate Period.

“LIBOR Index Rate Period” means (a) the Initial Period and (b) each period thereafter from and including a LIBOR Index Rate Conversion Date to but excluding the immediately succeeding LIBOR Index Rate Prepayment Date.

“LIBOR Index Rate Prepayment Date” means (i) the Initial LIBOR Index Rate Prepayment Date and (ii) during any LIBOR Index Rate Period other than the Initial Period, the date designated by the Bank and accepted by the City pursuant to Section 10.2.

“Maximum Rate” means the lesser of (a) 22% per annum and (b) the maximum rate permitted by applicable law.

“Mortgaged Property” means the property subject to the lien of the Deed of Trust, consisting of the Sites, together with substantially all of the buildings, improvements and fixtures located or to be located thereon.

“Net Proceeds” means any proceeds of insurance paid with respect to the Mortgaged Property remaining after payment therefrom of any expenses (including attorneys’ fees) incurred in the collection thereof.

“Office Building Project” means the acquisition of Festival Park Plaza Office Building located at 225 Ray Avenue in the City.

“Permitted Encumbrances” means and includes (a) liens for taxes, assessments and other governmental charges due but not yet payable; (b) landlord’s, warehouseman’s, carrier’s, worker’s, vendor’s, mechanic’s and materialmen’s liens and similar liens incurred in the ordinary course of business remaining undischarged for not longer than sixty (60) days from the filing thereof; (c) attachments remaining undischarged for not longer than sixty (60) days from the making thereof; (d) liens in respect of pledges or deposits under workers’ compensation laws, unemployment insurance or similar legislation and in respect of pledges or deposits to secure bids, tenders, contracts (other than contracts for the payment of money), leases or statutory obligations, or in connection with surety, appeal and similar bonds incidental to the conduct of litigation; (e) the lien created by the Deed of Trust and any lease of all or any portion of the Mortgaged Property permitted by Section 8.2; (f) this Agreement; (g) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which the City certifies in writing to the Bank will not materially impair the use of the Project for its intended purpose or the marketability of the Mortgaged Property; (h) any mortgage or encumbrance on the Mortgaged Property consented to by the Bank pursuant to Section 9 of the Deed of Trust; and (i) any other encumbrances described in the policy evidencing title insurance required pursuant to Section 5.4.

“Projects” means, collectively, the Fire Station Project and the Office Building Project.

“Sites” means the real property identified in Exhibit A to the Deed of Trust.

“State” means the State of North Carolina.

“Taxable Advancement” means the advance being made by the Bank to the City pursuant to Section 3.1 hereof relating to the acquisition of the Office Building Project as so designated in Section 3.1 hereof.

“Taxable Applicable Spread” means (a) during the Initial Period, 0.75% and (b) during any other LIBOR Index Rate Period, the “Taxable Applicable Spread” as determined by the Bank for such LIBOR Index Rate Period and accepted by the City as set forth in Section 10.2.

“Taxable LIBOR Index Rate” means a per annum rate of interest equal to the sum of (i) the Taxable Applicable Spread plus (ii) the LIBOR Index.

“Tax-Exempt Advancement” means the advance being made by the Bank to the City pursuant to Section 3.1 hereof relating to the acquisition, construction and equipping of the Fire Station Project as so designated in Section 3.1 hereof.

“Tax-Exempt Applicable Spread” (a) during the Initial Period, 0.60% and (b) during any other LIBOR Index Rate Period, the “Tax-Exempt Applicable Spread” as determined by the Bank for such LIBOR Index Rate Period and accepted by the City as set forth in Section 10.2.

“Tax-Exempt LIBOR Index Rate” means a per annum rate of interest equal to the sum of (a) the Tax-Exempt Applicable Spread plus (b) the product of the LIBOR Index multiplied by the Applicable Factor.

SECTION 1.2. Exhibits. The following exhibits are attached to, and by reference made a part of, this Agreement:

Exhibit A-1: Installment Payment Schedule (Tax-Exempt)

Exhibit A-2: Installment Payment Schedule (Taxable)

ARTICLE II

REPRESENTATIONS OF THE CITY AND BANK

SECTION 2.1. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants to the Bank as follows:

(a) The City is a municipal corporation duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina.

(b) The Constitution and laws of the State authorize the City to execute and deliver this Agreement and the Deed of Trust and to enter into the transactions contemplated by and to carry out its obligations under this Agreement and the Deed of Trust.

(c) The City has duly authorized and executed this Agreement and the Deed of Trust in accordance with the Constitution and laws of the State.

(d) Neither the execution and delivery of this Agreement and the Deed of Trust, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions or any charter provision, restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing.

(e) No approval or consent is required from any governmental authority with respect to the entering into or performance by the City of this Agreement, the Deed of Trust and all other documents related thereto and the transactions contemplated hereby and thereby, or if such approval is required, it has been duly obtained.

(f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the City challenging the validity or enforceability of this Agreement, the Deed of Trust or any other documents relating hereto and the performance of the City's obligations hereunder and thereunder.

(g) The City will obtain or cause to be obtained all licenses, permits and other approvals of any other governmental entity having jurisdiction over the City or the Project that are necessary for the Project.

SECTION 2.2. Representations, Covenants and Warranties of the Bank. The Bank represents, covenants and warrants to the City as follows:

(a) The Bank is a national banking association organized, existing and in good standing under and by virtue of the laws of the United States of America and has the power and authority to enter into this Agreement.

(b) Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the

transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the organizational documents of the Bank or any restriction or any agreement or instrument to which the Bank is now a party or by which the Bank is bound.

ARTICLE III

ADVANCEMENTS; ACQUISITION, CONSTRUCTION AND EQUIPPING OF PROJECTS

SECTION 3.1. Advancements. In consideration of the covenants, warranties and representations contained herein, and in consideration of the City's agreement to repay the moneys advanced hereunder and interest thereon, the Bank hereby agrees to advance to the City at Closing (a) moneys in the principal amount of \$_____ to pay the costs of the Fire Station Project and associated Closing Costs (the "Tax-Exempt Advancement") and (b) \$_____ to pay the costs of the Office Building Project and associated Closing Costs (the "Taxable Advancement"). The Bank shall pay the Advancements to the City, or as directed by the City, at Closing to pay, or to reimburse the City for payment of, the costs of the Projects and associated Closing Costs.

SECTION 3.2. Acquisition, Construction and Equipping of Projects. (a) The County has entered into, shall enter into, one or more contracts or purchase orders providing for the acquisition, construction and equipping of the Fire Station Project. The County shall cause the acquisition, construction and equipping of the Fire Station Project to be carried on expeditiously in accordance with the plans and specifications therefor and in compliance with all applicable ordinances and statutes and requirements of all regularly constituted authorities having jurisdiction over the same. The County shall require each contractor for the Fire Station Project to provide performance and labor and materials payment bonds in an amount not less than the amount of the respective contract. The net proceeds received by the County from any such bond or bonds shall be paid to the City and used as necessary to complete the Fire Station Project.

(b) The City has heretofore entered into a contract providing for the acquisition of the Office Building Project. The City shall cause the acquisition of the Office Building Project to occur at or prior to Closing in compliance with all applicable ordinances and statutes and requirements of all regularly constituted authorities having jurisdiction over the same. Prior to or simultaneously with the disbursement of the proceeds of the Taxable Advancement to pay the purchase price for the Office Building Project, the City shall obtain title to the Mortgaged Property and subject the Mortgaged Property to the lien and security interest created by the Deed of Trust subject only to Permitted Encumbrances.

SECTION 3.3. Payment of Project Costs and Closing Costs. The City shall be obligated to pay all Project Costs and the Closing Costs when the same become due and payable from the proceeds of the Advancements or other available funds of the City, except to the extent that the Bank has agreed to pay such Closing Costs.

SECTION 3.4. Disclaimer of Bank. The City acknowledges and agrees that the Bank (a) has not made any recommendation, given any advice nor taken any other action with respect to (i) the acquisition, construction or equipping of the Projects or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Projects or any component part thereof or any property or rights relating thereto at any stage of

the acquisition, construction or equipping thereof, (b) has not at any time had physical possession of the Projects or any component part thereof or made any inspection thereof or any property or rights relating thereto, and (c) has not made any warranty or other representation, express or implied, that the Projects or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly used, or will accomplish the results which the City intends therefor, or (iii) is safe in any manner or respect.

THE BANK MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECTS OR ANY COMPONENT PART THEREOF TO THE CITY OR ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE BANK THEREIN BEYOND THAT TITLE OR INTEREST WHICH THE CITY OBTAINS FROM THE BANK PURSUANT HERETO; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE PROCEEDS DERIVED FROM THE ADVANCEMENTS WILL BE SUFFICIENT, TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE CITY, TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING THE PROJECTS; OR ANY OTHER CHARACTERISTICS OF THE PROJECTS, IT BEING AGREED THAT ALL RISKS RELATING TO THE PROJECTS, THE ACQUISITION, CONSTRUCTION AND EQUIPPING THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE CITY, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF THE BANK ARE HEREBY WAIVED BY THE CITY.

ARTICLE IV

REPAYMENT OF THE ADVANCEMENTS; SECURITY FOR REPAYMENT

SECTION 4.1. Repayment of the Advancements. (a) The City shall repay the principal components of the Advancements, with interest as specified in this Section, in installments due on each Installment Payment Date in the amounts set forth in Exhibit A attached hereto.

(b) Interest on the outstanding principal components of the Advancements shall accrue on the basis of the **[actual number of days elapsed during the Interest Rate Period and a year of 360 days]** and shall be payable on each Installment Payment Date for the period commencing on and including the immediately preceding Installment Payment Date (or in the case of the first Installment Payment Date, for the period commencing on and including the date of Closing) and ending on but excluding such Installment Payment Date.

(c) The outstanding principal component of the Tax-Exempt Advancement shall bear interest at the Tax-Exempt LIBOR Index Rate. The Tax-Exempt LIBOR Index Rate shall initially be ___% and shall thereafter be adjusted on the first day of each month based on the applicable LIBOR Index in effect on the date of such adjustment. **[The Tax-Exempt LIBOR Index Rate shall be rounded down to the third decimal place.]** During any subsequent LIBOR Index Rate Period, the Tax-Exempt LIBOR Index Rate shall be determined based on such additional terms as may be determined by the Bank for such LIBOR Index Rate Period and accepted by the City as set forth in Section ____.

(d) The outstanding principal component of the Taxable Advancement shall bear interest at the Taxable LIBOR Index Rate. The Taxable LIBOR Index Rate shall initially be ___% and shall thereafter be adjusted on the first day of each month based on the applicable LIBOR Index in effect on the date of such adjustment. **[The Taxable LIBOR Index Rate shall be rounded down to the third decimal place.]** During any subsequent LIBOR Index Rate Period, the Taxable LIBOR Index Rate shall be determined based on such additional terms as may be determined by the Bank for such LIBOR Index Rate Period and accepted by the City as set forth in Section ____.

(e) All payments required to be made to the Bank hereunder shall be made to **[Bank of America, N.A., 101 South Tryon Street, NC1-002-03-10, Charlotte, North Carolina 28255]** or as may otherwise be directed by the Bank.

(f) In the event of a Determination of Taxability, the interest rate relating to the Tax-Exempt Advancement payable under this Agreement, from and after the Inclusion Date, shall be adjusted to preserve the Bank's after-tax economic yield with respect to the interest components of the Installment Payments relating to the Tax-Exempt Advancement. In addition, the City shall pay to the Bank (i) an amount necessary to reimburse the Bank for any interest, penalties, or other charges assessed by the Internal Revenue Service and the Department of Revenue by reason of the Bank's failure to include the interest portion of the Installment Payments relating to the Tax-Exempt Advancement in its gross income for income tax purposes, and (ii) upon request

of the Bank, additional interest as a result of the increase in the interest rate on all previous payments made by the City after the Inclusion Date.

(g) The City agrees to give prompt written notice to the Bank upon the City's receipt of any notice or information from any source whatsoever to the effect that an Event of Taxability or a Determination of Taxability shall have occurred.

(h) Notwithstanding any other provision of this Section to the contrary, the interest rate or rates payable under this Section shall not at any time exceed the Maximum Rate.

SECTION 4.2. Budget and Appropriation. (a) The officer of the City at any time charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the City Council in any Fiscal Year in which this Agreement shall be in effect, items for all Installment Payments and any additional payments required for such Fiscal Year under this Agreement or the Deed of Trust. Any budget item referred to in this Section shall be deleted from the applicable budget by the City Council only by the adoption of a resolution to such effect containing a statement of its reasons therefor, which resolution shall be adopted by roll-call vote and shall be spread upon the minutes of the City Council. The City shall furnish the Bank with copies of its annual budget promptly after its adoption and copies of any amended budget affecting appropriations for Installment Payments or additional payments required under this Agreement or the Deed of Trust. The City shall promptly provide written notice to the Bank of any Event of Nonappropriation.

(b) NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE CITY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT; PROVIDED, HOWEVER, THAT ANY FAILURE OR REFUSAL BY THE CITY TO APPROPRIATE FUNDS WHICH RESULTS IN THE FAILURE BY THE CITY TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBVIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE CITY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS AGREEMENT AND THE TAXING POWER OF THE CITY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS AGREEMENT.

No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the City's moneys, nor shall any provision of this Agreement restrict the future

issuance of any of the City's bonds or moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

SECTION 4.3. Deed of Trust. In order to secure its obligations under this Agreement, including its obligation to make the Installment Payments hereunder, the City will execute and deliver the Deed of Trust simultaneously with the execution and delivery of this Agreement.

SECTION 4.4. No Set-Off; Recoupment, Etc. Subject to Section 4.2 and the Enforcement Limitation, the obligation of the City to make the Installment Payments hereunder and to perform and observe the other covenants of this Agreement shall be absolute and unconditional, and the City will pay without abatement, diminution or deduction all such amounts regardless of any cause or circumstance whatsoever, including, without limitation, any defense, set-off, recoupment or counterclaim that the City may have against the Bank.

ARTICLE V

INSURANCE

SECTION 5.1. Comprehensive General Liability. The City shall maintain or cause to be maintained throughout the term of this Agreement, a comprehensive general liability policy or policies in protection of the City, its officers, agents and employees. Said policy shall cover such losses and for such amounts and shall have such deductible amounts as shall be satisfactory to the City Council and, in the judgment of the City Council, shall protect the City against losses not protected under the principles of sovereign immunity. The net proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

SECTION 5.2. Workers' Compensation. The City shall maintain workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure its employees against liability for compensation under the laws now in force in the State, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof. The proceeds of such workers' compensation insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

SECTION 5.3. Insurance. (a) The City shall procure and maintain, or cause to be procured and maintained, throughout the term of this Agreement, insurance against loss or damage to any portion of the Mortgaged Property by fire and lightning, with extended coverage, and vandalism, theft and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance policies shall name the Bank as loss payee and additional insured.

(b) If any buildings, fixtures or other improvements are located on any portion of the Mortgaged Property that is located in a special flood hazard area according to the Federal Emergency Management Agency ("FEMA"), then the City must maintain a flood insurance policy on the Mortgaged Property. If at any time during the term of the Agreement, such portion of the Mortgaged Property is classified by FEMA as being located in a special flood hazard area, flood insurance will be mandatory. Should this occur, federal law requires the Bank to notify the City of the reclassification. If, within forty-five (45) days of receipt of notification from the Bank that any portion of the Mortgaged Property has been reclassified by the FEMA as being located in a special flood hazard area, the City has not provided sufficient evidence of flood insurance, the Bank is mandated under federal law to purchase flood insurance on behalf of the City, and any amounts so expended shall, subject to Section 4.2 and the Enforcement Limitation, immediately become debts of the City, shall bear interest at the rate specified in the Agreement, and payment thereof shall be secured by the Deed of Trust.

(c) Such insurance required by this Section shall be in an amount equal to 100% of the replacement cost of the Mortgaged Property (except that such insurance may be subject to a reasonable and customary deductible clause for any one loss); provided, however, that in no

event shall such insurance be maintained in an amount less than the aggregate Installment Payments designated as principal.

(d) The Net Proceeds of such insurance required by this Section shall be applied as provided in Section 6.1 or Section 6.2.

SECTION 5.4. Title Insurance. The City shall obtain at the time of execution of this Agreement, and cause to be maintained, a mortgagee's title insurance policy on the Mortgaged Property insuring the City's fee simple interest in the Mortgaged Property, subject only to Permitted Encumbrances, in an amount equal to the aggregate Installment Payments designated as principal, naming the Bank as the named insured.

SECTION 5.5 General Insurance Provisions. (a) The City shall pay or cause to be paid when due the premiums for all insurance policies required by this Agreement.

(b) All insurance policies required by this Article shall be issued by a responsible carrier authorized to do business under the laws of the State.

(c) The Bank shall not be responsible for the sufficiency or adequacy of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Bank.

(d) In lieu of obtaining the policies of insurance required by Section 5.1, Section 5.2 and Section 5.3, the City may adopt alternative risk management programs which the City determines to be reasonable, including, without limitation, to self-insure in whole or in part, individually or in connection with other units of local government or other institutions, to participate in programs of captive insurance companies, to participate with other units of local government or other institutions in mutual or other cooperative insurance or other risk management programs, to participate in State or federal insurance programs, to take advantage of State or federal laws now or hereafter in existence limiting liability, or to establish or participate in other alternative risk management programs, all as may be reasonable and appropriate risk management by the City.

(e) The insurance coverage required under Section 5.3 may be maintained under a blanket policy covering other properties of the City.

(f) The City shall cause to be delivered to the Bank annually on or about July 1 of each year a certificate stating that the insurance policies or alternative risk management programs required or permitted by this Agreement are in full force and effect.

(g) The City shall cooperate fully with the Bank in filing any proof of loss with respect to any insurance policy maintained pursuant to this Article and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Mortgaged Property or any portion thereof.

ARTICLE VI

DAMAGE AND DESTRUCTION; USE OF NET PROCEEDS

SECTION 6.1. Obligation of the City to Repair and Replace the Mortgaged Property. Unless applied to the payment in full or in part of the remaining Installment Payments pursuant to Section 6.2, in the event that the Net Proceeds of any insurance policies exceed **[\$500,000]**, the City shall cause such Net Proceeds to be deposited in a separate fund maintained by the City with the Bank or its designee. Except as set forth in Section 6.2, all such Net Proceeds shall be applied to the prompt repair, restoration or replacement of the Mortgaged Property and, if required to be deposited with the Bank, shall be disbursed upon receipt of requisitions of the City approved by the Bank, stating, with respect to each payment to be made, (a) the requisition number; (b) the name and address of the person, firm or corporation to whom payment is due; (c) the amount to be paid; and (d) that each obligation mentioned therein has been properly incurred, is a proper charge against the separate fund, and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. The Bank shall cooperate with the City in the administration of such fund and shall not unreasonably withhold its approval of requisitions under this Section. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the City, subject to the Deed of Trust and Permitted Encumbrances, and shall be included as part of the Mortgaged Property under this Agreement.

SECTION 6.2. Insufficiency of Net Proceeds; Discharge of the Obligation of the City to Repair the Mortgaged Property. (a) If the Net Proceeds shall be insufficient to pay in full the cost of repair, restoration or replacement of the Mortgaged Property, the City may elect to complete the work and pay any cost in excess of the amount of the Net Proceeds, and the City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of this subsection, the City shall not be entitled to any reimbursement therefor from the Bank, nor shall the City be entitled to any diminution of the Installment Payments payable under Section 4.1.

(b) If the City elects not to apply the Net Proceeds to the repair, restoration or replacement of the Mortgaged Property, the City may apply the Net Proceeds of such insurance policies to the prepayment of the principal component of the Installment Payments in accordance with Section 10.1. In the event the amount of such Net Proceeds exceeds the amount necessary to prepay the principal component of all remaining Installment Payments, plus the interest component of the Installment Payments accrued to the date of prepayment, such excess shall be paid to or retained by the City.

Within 90 days following the receipt of Net Proceeds, unless a further extension is approved by the Bank, the City shall commence the repair, restoration or replacement of the Mortgaged Property, or shall elect, by written notice to the Bank, to apply the Net Proceeds to the prepayment of the principal component of the Installment Payments under the provisions of Section 10.1. For purposes of this subsection, “commence” shall include the retention of an

engineer in anticipation of the repair, restoration, modification, improvement or replacement of the Mortgaged Property. In the event that the City shall, after commencing the repair, restoration, modification, improvement or replacement of the Mortgaged Property, determine that the Net Proceeds (plus any amount withheld therefrom by reason of any deductible clause) shall be insufficient for the accomplishment thereof, the City may, subject to the proviso set forth above, elect to apply the Net Proceeds to the prepayment of the Installment Payments under the provisions of Section 10.1.

SECTION 6.3. Cooperation of the Bank. The Bank shall cooperate fully with the City in filing any proof of loss with respect to any insurance policy covering the events specified in Section 5.1. In no event shall the Bank or the City voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Mortgaged Property without the written consent of the other.

ARTICLE VII

COVENANTS OF THE CITY

SECTION 7.1. Installation of Additional Improvements. The City may at any time and from time to time, in the sole discretion of the City, and at its own expense, construct real property improvements and install items of equipment or other personal property in or upon any portion of the Mortgaged Property that does not materially impair the effective use, nor materially decrease the value, of the Mortgaged Property; provided, however, that the City shall repair and restore any and all damage resulting from the construction, installation, modification or removal of any such items. All such items provided by the City shall be subject to the lien of the Deed of Trust.

SECTION 7.2. Access to the Mortgaged Property. The City agrees that the Bank and its agents and employees, shall have the right, at all reasonable times during normal business hours of the City upon the furnishing of reasonable notice to the City under the circumstances, to enter upon the Mortgaged Property or any portion thereof to examine and inspect the same. The City further agrees that the Bank and the Bank's successors, assigns or designees shall have such rights of access to the Mortgaged Property as may be reasonably necessary to cause the proper maintenance of the Mortgaged Property in the event of failure by the City to perform its obligations hereunder. No right of inspection shall be deemed to impose on the Bank any duty or obligation whatsoever to undertake any inspection, and no inspection made by the Bank shall be deemed to impose upon the Bank any duty or obligation to identify any defects in the Mortgaged Property or to notify any person with respect thereto.

SECTION 7.3. Maintenance, Utilities, Taxes and Assessments. (a) Subject to the Enforcement Limitation, the City shall provide for the repair and replacement of any portion of the Mortgaged Property required on account of ordinary wear and tear or want of care.

(b) Subject to the Enforcement Limitation, the City shall also pay, or provide for the payment of, all taxes and assessments, including, but not limited to, utility charges of any type or nature levied, assessed or charged against any portion of the Mortgaged Property; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided, however, that prior to such nonpayment, the City shall furnish to the Bank an opinion of counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in the Mortgaged Property will not be materially endangered and that all or any portion of the Mortgaged Property will not be subject to loss or forfeiture. Otherwise, subject to the Enforcement Limitation, the City shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof.

SECTION 7.4. Modification of the Mortgaged Property. The City shall, in its sole discretion and at its own expense, have the right to make additions, modifications and improvements to any portion of the Mortgaged Property if such additions, modifications or improvements are necessary or beneficial for the use of the Mortgaged Property. Such additions, modifications and improvements shall not in any way damage any of the Mortgaged Property (unless such damage is to be repaired as provided in Section 6.1) or cause the Mortgaged Property to be used for purposes other than those authorized under the provisions of law, and the Mortgaged Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not less than the value of the Mortgaged Property immediately prior to the making of such additions, modifications and improvements. The Project, as so modified, shall be subject to the lien of the Deed of Trust.

Except for Permitted Encumbrances, the City shall not permit any lien to be established or remain against the Mortgaged Property for labor or materials furnished in connection with any additions, modifications or improvements made by the City pursuant to this Section; provided, however, that if any such lien is established, the City may, at its own expense and in its name, in good faith contest any lien filed or established against the Mortgaged Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, provided that the City shall furnish to the Bank full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Bank.

SECTION 7.5. Encumbrances. Except as provided in this Article (including, without limitation, Section 7.4 and this Section), the City shall not, directly or indirectly, create, incur, assume or suffer to exist any pledge, lien, charge, encumbrance or claim, as applicable, on or with respect to the Mortgaged Property, other than Permitted Encumbrances. Except as expressly provided in this Article and subject to the Enforcement Limitation, the City shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim for which it is responsible if the same shall arise at any time; provided, however, that the City may contest any such lien, charge, encumbrance or claim if it desires to do so and if it provides the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Bank.

SECTION 7.6. Indemnification of the Bank. To the fullest extent permitted by law, the City covenants to defend, indemnify and hold harmless the Bank and its officers, directors, members, employees and agents (collectively, the “Indemnified Party”) against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Agreement or the Deed of Trust and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by this Agreement or the Deed of Trust; provided, however, that the right to indemnification set forth in this Section shall not apply to any losses arising from any action taken by, or failure to act by, the Bank or any of its officers, directors, members, employees and agents. In particular, without limitation, the City shall and hereby agrees to

indemnify and save the Indemnified Party harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of any breach or default on the part of the City in the performance of any of its obligations under this Agreement or the Deed of Trust.

SECTION 7.7. Financial Statements. The City agrees that it will furnish the Bank, when the same become available, but in no event later than 270 days after the end of the Fiscal Year, its annual audited financial statements.

ARTICLE VIII

ASSIGNMENT, LEASING AND AMENDMENT

SECTION 8.1. Assignment by the Bank. The Bank may, at any time and from time to time, assign to any bank, insurance company or similar financial institution all or any part of its interest in the Mortgaged Property or this Agreement, including, without limitation, the Bank's rights to receive the Installment Payments and any additional payments due and to become due hereunder. Reassignment by any assignee may also only be to a bank, insurance company or similar financial institution. The City agrees that this Agreement may become part of a pool of obligations at the Bank's or its assignee's option. The Bank or its assignees may assign or reassign either the entire pool or any partial interest herein to any bank, insurance company or similar financial institution. Notwithstanding the foregoing, no assignment or reassignment of the Bank's interest in the Mortgaged Property or this Agreement shall be effective unless and until the City shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each assignee. The City covenants and agrees with the Bank and each subsequent assignee of the Bank to maintain for the full term of this Agreement a written record of each such assignment or reassignment. The City agrees to execute any document reasonably required by the Bank in connection with any assignment. Notwithstanding any assignment by the Bank of its interest in this Agreement, the City shall not be obligated to provide any financial or other information to any assignee of the Bank except as set forth in Section 7.7.

After the giving of notice described above to the City, the City shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgement shall in no way be deemed to make the assignment effective.

The Bank covenants that any disclosure document circulated by it or an assignee in connection with the sale of the Bank's rights in this Agreement will contain a statement to the effect that the City has not reviewed and is not responsible for the disclosure document. The Bank covenants to defend, indemnify and hold harmless the City and its officers, employees and agents against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject on account of any statement included in a disclosure document, or failure to include a statement in a disclosure document, unless the City shall have expressly approved the use of such disclosure document.

SECTION 8.2. Assignment by the City. (a) This Agreement may not be assigned by the City.

(b) The City may lease all or any portion of the Mortgaged Property, subject to each of the following conditions:

(i) the obligation of the City to make Installment Payments hereunder shall remain obligations of the City;

(ii) the City shall within thirty (30) days prior to the execution and delivery of any such lease, furnish or cause to be furnished to the Bank, a true and complete copy of the form of such lease; and

(iii) the lease by the City shall not cause the Mortgaged Property to be used for a purpose other than a governmental or proprietary function of the City authorized under the provisions of the Constitution and laws of the State and shall not cause the interest component in the Installment Payments relating to the Tax-Exempt Advancement to be includable in gross income of the Bank or its assignees for federal income tax purposes.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1. Events of Default Defined. The following shall be “events of default” under this Agreement and the terms “events of default” and “default” shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Subject to Section 10.3(c) hereof, the failure by the City to pay or prepay any Installment Payment required to be paid hereunder when due.

(b) The occurrence of an Event of Nonappropriation.

(c) Failure by the City to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) or (b) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Bank; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the City within the applicable period and diligently pursued, the City shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued.

(d) The City becomes insolvent or the subject of insolvency proceedings; or is unable, or admits in writing its inability, to pay its debts as they mature; or makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or files a petition or other pleading seeking reorganization, composition, readjustment or liquidation of assets, or requesting similar relief; or applies to a court for the appointment of a receiver for it or for the whole or any part of its property; or has a receiver or liquidator appointed for it or for the whole or any part of its property (with or without the consent of the City) and such receiver is not discharged within ninety (90) consecutive days after his appointment; or becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code; or files an answer to a creditor’s petition admitting the material allegations thereof for liquidation, reorganization, readjustment or composition or to effect a plan or other arrangement with creditors or fail to have such petition dismissed within sixty (60) consecutive days after the same is filed against the City.

(e) The occurrence of an “Event of Default” under the Deed of Trust as defined therein.

(f) The City shall fail to pay the principal of or the interest or any redemption premium on any general obligation bonds or notes of the City as required by such bonds or notes or the documents providing for the issuance thereof.

(g) Any warranty, representation or statement made by the City herein or in the Deed of Trust or any other document executed and delivered by the City in connection herewith is found to be incorrect or misleading in any material respect as of the date made.

SECTION 9.2. Remedies on Default. Upon the occurrence of any event of default under Section 9.1, the Bank may, without any further demand or notice, exercise any one or more of the following remedies:

(a) declare the entire amount of the principal component of the Installment Payments and the accrued and unpaid interest component to the date of declaration to be immediately due and payable;

(b) exercise all remedies available at law or in equity or under the Deed of Trust, including sale of the Mortgaged Property, and apply the proceeds of any such sale or other disposition, after deducting all costs and expenses, including court costs and reasonable attorneys' fees incurred with the recovery, repair, storage and other sale or other disposition costs, toward the principal component and accrued and unpaid interest of the balance of Installment Payments due; and

(c) subject to the Enforcement Limitation, proceed by appropriate court action to enforce performance by the City of the applicable covenants of this Agreement or to recover for the breach thereof.

NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE CITY IN FAVOR OF THE BANK OR ANY OTHER PERSON IN VIOLATION OF SAID SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE MORTGAGED PROPERTY IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER.

SECTION 9.3. No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. To the extent permitted by law, any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required in this Article or by law.

SECTION 9.4. Agreement to Pay Attorneys' Fees and Expenses. In the event the City should default under any of the provisions hereof and the Bank should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the City contained herein, the City agrees that it will pay on demand to the Bank, subject to the limitations and provisions of Section 6-21.2 of the General Statutes of North Carolina, as amended, the reasonable fees of such attorneys and such other expenses so incurred by the Bank. For purposes of this Section, the reasonable fees of attorneys shall mean attorneys' fees actually incurred at such attorneys'

standard hourly rate for such services and shall not be based on any percentage of the outstanding amount due; provided, however that such attorneys' fees shall not exceed the maximum amount permitted by law.

SECTION 9.5. No Additional Waiver Implied by One Waiver. In the event any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder except as may be provided by law.

ARTICLE X

PREPAYMENT OF INSTALLMENT PAYMENTS; ESTABLISHMENT OF ADDITIONAL LIBOR INDEX RATE PERIODS

SECTION 10.1. Optional Prepayment of Installment Payments. The City may prepay, in whole or in part, the outstanding principal component of the Installment Payments relating to the Tax-Exempt Advancement or the Taxable Advancement, as so determined by the City, on any date upon 30 days' prior written notice to the Bank (unless otherwise waived by the Bank), at a prepayment price of 100% of the principal component of the Installment Payments to be prepaid, plus accrued interest to the prepayment date.

Any prepayment in part of the outstanding principal component of the Installment Payments relating to the Tax-Exempt Advancement or the Taxable Advancement, as the case may be, pursuant to this Section shall be applied to the prepayment of the principal component of such Installment Payments in the inverse order of which such payments are due and payable unless otherwise as agreed to by the City and the Bank. Upon any such prepayment in part, Exhibit A to this Agreement shall be amended accordingly to properly reflect such prepayments.

SECTION 10.2. Establishment of Additional LIBOR Index Rate Periods. (a) At the end of the Initial Period or any subsequent LIBOR Index Rate Period, the City and the Bank may agree to establish another LIBOR Index Rate Period. The establishment of another LIBOR Index shall be evidenced by a supplement to this Agreement signed by the City and the Bank and setting forth, as applicable, (i) the applicable LIBOR Index Rate Prepayment Date with respect to such LIBOR Index Rate Period, (ii) the Applicable Factor and the Tax-Exempt Applicable Spread with respect to the Tax-Exempt Advancement, (iii) the Taxable Applicable Spread with respect to the Taxable Advancement and (iv) any other terms that will be applicable to such LIBOR Index Rate Period.

(b) The City may request the Bank to establish a new LIBOR Index Rate Period during the period not greater than 180 days nor less than 90 days prior to then applicable LIBOR Index Rate Prepayment Date. Upon receipt of such request, the Bank shall respond in writing within thirty (30) days of receipt of such request specifying, as applicable, the proposed LIBOR Index Rate Prepayment Date, Applicable Factor, Tax-Exempt Applicable Spread and Taxable Applicable Spread for such proposed LIBOR Index Rate Period and any other terms that would be applicable to such LIBOR Index Rate Period. The establishment of additional LIBOR Index Rate Periods is in the sole discretion of both the City and the Bank, and nothing herein shall be construed to obligate either the City or the Bank to agree to establish an additional LIBOR Index Rate Period following the end of the Initial Period or any subsequent LIBOR Index Rate Period. Failure of the Bank to respond to the establishment of a new LIBOR Index Rate Period shall be deemed a denial of the City's request to establish a new Interest Rate Period.

SECTION 10.3. Mandatory Prepayment of Installment Payments on LIBOR Index Rate Prepayment Date. (a) Unless the City and the Bank agree to the establishment of a new LIBOR Index Rate Period prior to the then applicable LIBOR Index Rate Prepayment Date as provided in Section 10.2 hereof, the outstanding principal component of the Installment

Payments are subject to mandatory prepayment in whole by the City on each LIBOR Index Rate Prepayment Date at a prepayment price of 100% of the principal component of the Installment Payments to be prepaid, plus accrued interest to the prepayment date.

(b) If the outstanding principal component of the Installment Payments are subject to mandatory prepayment in whole by the City on any LIBOR Index Rate Prepayment Date as set forth in subsection (a) of this Section and the City fails to make such prepayment, the outstanding principal component of the Advancements shall bear interest at the Default Rate commencing on the LIBOR Index Rate Prepayment Date, and such outstanding principal component of the Installment Payments not otherwise due and payable as provided in Section 4.1 shall be subject to mandatory prepayment in three equal consecutive annual installments of principal together with interest thereon with the first such payment being due and payable on the one year anniversary of the LIBOR Index Rate Prepayment Date.

(c) Failure to make the mandatory prepayment on any LIBOR Index Rate Prepayment Date required by subsection (a) of this Section shall not constitute an Event of Default under Section 9.1 hereof, but failure to make the mandatory prepayments required by subsection (b) of this Section shall constitute an Event of Default of Section 9.1 hereof.

ARTICLE XI
MISCELLANEOUS

SECTION 11.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received upon the earlier of actual receipt or three days after deposit in the United States first-class, registered or certified mail (unless otherwise provided herein), postage prepaid, at the following addresses:

If to the City:

City of Fayetteville, North Carolina
433 Hay Street
Fayetteville, North Carolina 28301
Attention: Chief Financial Officer

If to the Bank:

**[Bank of America, N.A.
101 South Tryon Street
NC1-002-03-10
Charlotte, North Carolina 28255
Attention: R. Brooks Scurry, III, Vice President]**

The City and the Bank, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

SECTION 11.2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the City and the Bank and their respective successors and assigns. Whenever in this Agreement either the City or the Bank is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Bank shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11.3. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 11.4. Legal Holidays. In any case where any Installment Payment Date or other date for a required payment of any Installment Payment or other payment required by this Agreement shall not be a Business Day, then such payment need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date so required, and in the case of such payment, no interest shall accrue for the period from and after such date.

SECTION 11.5. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11.6. Commitment Letter. The terms of this Agreement shall supersede the terms of any commitment letter, proposal or other term sheet provided by the Bank. To the extent of any conflict between this Agreement and such other documents, this Agreement shall take priority.

SECTION 11.7. Applicable Law. This Agreement shall be construed and governed in accordance with the laws of the State of North Carolina.

[signatures to follow]

IN WITNESS WHEREOF, the City and the Bank have caused this Agreement to be executed in their respective names by their respective duly authorized officers as of the date first above written.

CITY OF FAYETTEVILLE, NORTH CAROLINA

[SEAL]

By: _____
[Mayor][City Manager]

Attest:

[Deputy] City Clerk

BANK OF AMERICA, N.A.

By: _____
Vice President

EXHIBIT A**INSTALLMENT PAYMENT SCHEDULES****TAX-EXEMPT ADVANCEMENT**

<u>Installment Payment Date</u>	<u>Principal Component</u>
December 1, 2011	
June 1, 2012	
December 1, 2012	
June 1, 2013	
December 1, 2013	
June 1, 2014	
December 1, 2014	
June 1, 2015	
December 1, 2015	
June 1, 2016	
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June 1, 2022	
December 1, 2022	
June 1, 2023	
December 1, 2023	
June 1, 2024	
December 1, 2024	
June 1, 2025	
December 1, 2025	
June 1, 2026	

TAXABLE ADVANCEMENT

<u>Installment Payment Date</u>	<u>Principal Component</u>
December 1, 2011	
June 1, 2012	
December 1, 2012	
June 1, 2013	
December 1, 2013	
June 1, 2014	
December 1, 2014	
June 1, 2015	
December 1, 2015	
June 1, 2016	
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December 1, 2024	
June 1, 2025	
December 1, 2025	
June 1, 2026	
December 1, 2026	
June 1, 2027	

Prepared by and Return to:

Paul H. Billow, Esq.
Womble Carlyle Sandridge & Rice, PLLC
Post Office Box 831
Raleigh, North Carolina 27602

DEED OF TRUST

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

This DEED OF TRUST, dated as of June __, 2011 (the “Deed of Trust”), from the CITY OF FAYETTEVILLE, NORTH CAROLINA, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of North Carolina (the “City”), to PRLAP, Inc., as trustee (the “Deed of Trust Trustee”), for the benefit of BANK OF AMERICA, N.A., a national banking association organized and existing under the laws of the United States, and its successors and assigns hereinafter mentioned (the “Beneficiary”),

WITNESSETH:

WHEREAS, the City has entered into an Installment Financing Agreement, of even date herewith (the “Agreement”), with the Beneficiary, whereby the Beneficiary agrees to advance moneys to the City for acquisition of the Projects (as defined in the Agreement), and the City agrees to repay the moneys advanced to the City in installments due at the times and in the amounts set forth in Exhibit A to the Agreement (the “Installment Payments”) and to pay certain additional payments as more fully provided therein;

WHEREAS, pursuant to the Agreement, the City is delivering this Deed of Trust to secure the repayment by the City to the Beneficiary of the moneys advanced and all other sums payable under the Agreement and to secure the other obligations of the City under the Agreement;

COLLATERAL IS OR INCLUDES FIXTURES

WHEREAS, the City has agreed to pay to the Beneficiary the sum of \$ _____ for moneys advanced, as evidenced by, and payable as provided in, the Agreement, with interest payable at the times and rate specified therein, with the last Installment Payment of principal and interest being due and payable on **[June 1, 2027]**;

WHEREAS, the City desires to secure (a) the payment of the Installment Payments due under the Agreement, (b) the payment by the City of all additional payments required to be paid by the City under the Agreement and the performance by the City of all of the additional covenants of the City set forth in the Agreement and (c) the performance of the covenants and agreements contained in this Deed of Trust, and any amendments and supplements thereto; and

WHEREAS, the City desires to execute and deliver this Deed of Trust as security for the payment of the amounts described above and the performance of the covenants described above;

NOW, THEREFORE, the City, subject to Permitted Encumbrances (as defined in the Agreement), as security for the Installment Payments and other payments to be made by the City under the Agreement and for the performance by the City of all of its obligations under the Agreement and this Deed of Trust, and in further consideration of the sum of \$1.00 paid to the City by the Deed of Trust Trustee, receipt and sufficiency of which are hereby acknowledged, has given, granted, bargained and sold, and by these presents does give, grant, bargain, sell and convey unto the Deed of Trust Trustee, its successors and assigns, in trust, with power of sale, the real property lying and being in Cumberland County in the State of North Carolina, constituting so much thereof as constitutes real property or fixtures, and more particularly described as set forth in Exhibit A attached hereto and made a part hereof; TOGETHER with all buildings, improvements and fixtures of every kind and description now or hereafter erected or located thereon, all rights, appurtenances, easements, privileges, remainders and reversions appertaining thereto and all materials intended for construction, reconstruction, alteration and repair of such buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid real property, and all apparatus, equipment, fixtures and articles of personal property now or hereafter attached thereto as fixtures, and replacements thereof, including, but not limited to, all heating, refrigerating, air conditioning, gas, plumbing and electric apparatus and equipment, all boilers, engines, motors, power equipment, piping and plumbing fixtures, pumps, tanks, lighting equipment and systems, fire prevention and sprinkling equipment and systems, and other things now or hereafter thereon or therein, including all interests of any owner thereof in any of such items, and all renewals or replacements thereof or articles in substitution thereof; TOGETHER with all rents, issues, profits and revenues of the aforesaid real property, fixtures and other property and all of the right, title and interest of the City in and to any and all leases and contracts now or hereafter affecting the real property, fixtures and other property covered hereby or any part thereof; TOGETHER with all proceeds of any of the foregoing real property and fixtures including, without limitation, proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, all awards and other payments as a result of or in lieu or in anticipation of the exercise of the right of condemnation or eminent domain by any governmental authority ("Eminent Domain"), all insurance proceeds and claims therefor as a result of damage to or destruction of all or any part of any of the foregoing, and all proceeds of title insurance with respect to all or any part of any of the foregoing (the real property, fixtures and proceeds granted

to the Deed of Trust Trustee pursuant to the foregoing provisions hereof being collectively referred to as the "Mortgaged Property");

TO HAVE AND TO HOLD the Mortgaged Property, with all the rights, privileges and appurtenances thereunto belonging or appertaining to the Deed of Trust Trustee, its heirs, successors and assigns, in fee simple forever, upon the trusts and for the uses and purposes hereinafter set out;

AND THE CITY COVENANTS to and with the Deed of Trust Trustee and the Beneficiary that the City is seized of the Mortgaged Property in fee, that the City has the right to convey the Mortgaged Property in fee simple, that the Mortgaged Property is free and clear from all encumbrances and restrictions not specifically mentioned in Exhibit B attached hereto and made a part hereof, and that the City does hereby forever warrant and will forever defend the title to the Mortgaged Property (except for those matters set forth in Exhibit B) against the claims of all persons whatsoever; provided, however, that

HOWEVER, THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST, that if the City shall make all of the payments required under the Agreement secured hereby in accordance with its terms, together with interest thereon and all taxes, charges, assessments and any premiums for insurance hereby secured, and, further, shall comply with all the covenants, terms and conditions of this Deed of Trust and the Agreement and any amendments and supplements thereto, then this conveyance shall be null and void and may be canceled of record at the request and at the cost of the City.

This Deed of Trust secures an obligation incurred for the construction of an improvement on the real property covered hereby and as such constitutes a "construction mortgage" under Section 25-9-334 of the General Statutes of North Carolina.

THE CITY FURTHER COVENANTS, REPRESENTS AND AGREES AS FOLLOWS:

Section 1. Amount Secured; Maintenance and Modification of Mortgaged Property by City. This Deed of Trust secures all present and future indebtedness owing by the City under the Agreement and this Deed of Trust. The principal amount of the indebtedness is \$_____.

The Deed of Trust Trustee shall not be under any obligation to operate, maintain or repair the Mortgaged Property. The City agrees that it will at its own expense (a) keep the Mortgaged Property in as reasonably safe condition as its operations shall permit, (b) keep the Mortgaged Property in good repair and in good operating condition, (c) comply with all applicable governmental requirements imposed upon the Mortgaged Property or in connection with its use and (d) make from time to time all necessary repairs thereto and renewals and replacements thereof.

Subject to the provisions of the Agreement, the City may also, at its own expense, make from time to time any additions, modifications or improvements to the real property covered hereby that it may deem desirable and that do not materially impair the effective use, nor materially decrease the value, of the Mortgaged Property. All such additions, modifications and improvements so made by the City within the boundaries of the Mortgaged Property shall become a part of the Mortgaged Property. The City will do, or cause to be done, all such things

as may be required by law in order fully to protect the security and all rights of the Beneficiary under this Deed of Trust. The City shall not cause or permit the lien of this Deed of Trust to be impaired in any way.

Section 2. Grant and Release of Easements. If no Event of Default under this Deed of Trust shall have occurred and shall continue to exist, the City may at any time or times grant easements, licenses, rights of way and other rights or privileges in the nature of easements with respect to any part of the Mortgaged Property, and the City may release existing interests, easements, licenses, rights of way and other rights or privileges with or without consideration, and the Beneficiary agrees that it shall execute and deliver and will cause, request or direct the Deed of Trust Trustee to execute and deliver any instrument necessary or appropriate to grant or release any such interest, easement, license, right of way or other right or privilege but only upon receipt of (a) a copy of the instrument of grant or release, (b) a written application signed by an authorized representative of the City requesting such instrument and (c) a certificate executed by an authorized representative of the City stating that the grant or release (i) is not detrimental to the proper conduct of the operations of the City at the Mortgaged Property and (ii) will not impair the effective use of or interfere with the operations of the City at the Mortgaged Property and will not diminish the value of the security under this Deed of Trust in contravention of the provisions hereof.

Section 3. Default; Remedies of the Deed of Trust Trustee and Beneficiary Upon Default. (a) If any of the following events shall occur:

(i) default in any payment under the Agreement or default in any of the other terms or conditions of the Agreement secured hereby and the expiration of any applicable grace or notice periods provided thereby;

(ii) failure by the City to observe and perform any warranty, covenant, condition or agreement on the part of the City under this Deed of Trust other than Section 6 hereof for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the City by the Beneficiary unless the Beneficiary shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be reasonably corrected within the applicable period, and if corrective action is instituted by the City within the applicable period, the City shall have such additional period of time to correct the failure as shall be necessary, so long as such correction is diligently pursued;

(iii) any lien, charge or encumbrance prior to or affecting the validity of this Deed of Trust is found to exist, other than Permitted Encumbrances, or proceedings are instituted to enforce any lien, charge or encumbrance against any of said Mortgaged Property and such lien, charge or encumbrance would be prior to the lien of this Deed of Trust;

then and in any of such events (hereinafter referred to as an "Event of Default"), all payments under the Agreement shall, at the option of the Beneficiary, become at once due and payable, regardless of the maturity date or other due date thereof.

(b) Upon the occurrence of an Event of Default:

(i) To the extent permitted by law, the Deed of Trust Trustee shall have the right to enter upon the Mortgaged Property to such extent and as often as the Deed of Trust Trustee, in his sole discretion, deems necessary or desirable in order to cure any default by the City. The Deed of Trust Trustee may take possession of all or any part of the Mortgaged Property and may hold, operate and manage the same, and from time to time make all needful repairs and improvements as shall be deemed expedient by the Deed of Trust Trustee; and the Deed of Trust Trustee may lease any part of the Mortgaged Property in the name of and for the account of the City, and collect, receive and sequester the rent, revenues, receipts, earnings, income, products and profits therefrom, and out of the same and from any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of, all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Deed of Trust Trustee, his agents and counsel, and any taxes and assessments and other charges prior to the lien of this Deed of Trust which the Deed of Trust Trustee may deem it proper to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received in accordance with the provisions hereof.

(ii) To the extent permitted by law, the Deed of Trust Trustee shall have the right after an Event of Default to the appointment of a receiver to collect the rents and profits from the Mortgaged Property without consideration of the value of the premises or the solvency of any person liable for the payment of the amounts then owing, and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the obligations hereby secured, and the Deed of Trust Trustee, at his option, in lieu of an appointment of a receiver, shall have the right to do the same. If such receiver should be appointed or if there should be a sale of the said premises, as provided below, the City, or any person in possession of the premises thereunder, as tenant or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by a writ of ejectment, summary ejectment or other lawful remedy.

(iii) The Deed of Trust Trustee shall have the right to assign to any other person, for lawful consideration, any rents, revenues, earnings, income, products and profits receivable under this Deed of Trust, provided that the proceeds of any such assignment shall be applied as provided in this Deed of Trust.

(iv) The Deed of Trust Trustee is hereby authorized and empowered to expose to sale and to sell the Mortgaged Property or such part or parts thereof or interests therein as the Deed of Trust Trustee deems prudent at public auction for cash, and upon collection of the proceeds from such sale to make and deliver a deed therefor, after first having complied with all applicable requirements of North Carolina law with respect to the exercise of powers of sale contained in deeds of trust. The City agrees that in the event of a sale hereunder, the Beneficiary shall have the right to bid at it and to become the purchaser. The Deed of Trust Trustee may require the successful bidder at any sale to deposit immediately with the Deed of Trust Trustee cash or a certified check in an amount not to exceed five percent (5%) of his bid, provided notice of such requirement is contained in the advertisement of the sale. The bid may be rejected if the deposit is not

immediately made and thereupon the next highest bidder may be declared to be the successful bidder. Such deposit shall be refunded in case a resale is had; otherwise it shall be applied to the purchase price. The sale of the Mortgaged Property or any part thereof or any interest therein, whether pursuant to judicial foreclosure, foreclosure under power of sale or otherwise under this Deed of Trust, shall forever bar any claim with respect to the Mortgaged Property by the City.

(v) To the extent permitted by law, the Beneficiary, immediately and without additional notice and without liability therefor to the City, may do or cause to be done any or all of the following: (A) take physical possession of the Mortgaged Property; (B) exercise its right to collect the rents and profits thereof; (C) enter into contracts for the completion, repair and maintenance of the Mortgaged Property; (D) expend any rents, income and profits derived from the Mortgaged Property for payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Mortgaged Property, preservation of the lien of this Deed of Trust and satisfaction and fulfillment of any liabilities or obligations of the City arising out of or in any way connected with the Mortgaged Property whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Deed of Trust; (E) enter into leases demising the Mortgaged Property or any part thereof; (F) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in this Deed of Trust or the Agreement or to aid the execution of any power herein granted; and (G) generally, supervise, manage, and contract with reference to the Mortgaged Property as if the Beneficiary were the equitable owner of the Mortgaged Property. The City also agrees that any of the foregoing rights and remedies of the Beneficiary may be exercised at any time independently of the exercise of any other such rights and remedies, and the Beneficiary may continue to exercise any or all such rights and remedies until the Event(s) of Default of the City are cured with the consent of the Beneficiary or until foreclosure and the conveyance of the Mortgaged Property to the high bidder or until the indebtedness secured hereby is otherwise satisfied or paid in full.

(vi) The Beneficiary may proceed against the fixtures referred to in Section 12 as provided in and in accordance with the applicable provisions of the Uniform Commercial Code as adopted by the State of North Carolina, as amended (the "UCC") or, at its election, may proceed and may instruct the Deed of Trust Trustee to proceed as to the portion of the Mortgaged Property constituting fixtures, in accordance with its rights and remedies with respect thereto and those granted to the Deed of Trust Trustee, all as set forth in this Deed of Trust. Subject to any limitations imposed by the applicable provisions of the UCC, the Beneficiary may sell, lease, or otherwise dispose of all or any part of the fixtures, at public or private sale, for cash or on credit, as a whole or in part, and the Beneficiary may at such sale or sales purchase the fixtures or any part thereof. The proceeds of such sale, lease, collection or other disposition shall be applied first to the costs and expenses of the Beneficiary incurred in connection with such sale, lease, collection or other disposition, and then to such outstanding balance due on any and all indebtedness owed to the Beneficiary. Further, the Beneficiary may require the City to assemble the fixtures, or evidence thereof, and make them reasonably available to the Beneficiary at one or more places to be designated by the Beneficiary which are reasonably convenient to the Beneficiary, and the Beneficiary may take possession of the

fixtures and hold, prepare for sale, lease or other disposition and sell, lease or otherwise dispose of the fixtures. Any required notice by the Beneficiary of sale or other disposition or default, when mailed to the City at its address set forth herein, shall constitute reasonable notice to the City. In addition to, but not in limitation of, any of the foregoing, the Beneficiary may exercise any or all of the rights and remedies afforded to the Beneficiary by the provisions of the UCC or otherwise afforded to the Beneficiary under this Deed of Trust, with all such rights and remedies being cumulative and not alternative, and the City agrees, to the extent permitted by law, to pay the reasonable costs of collection, including, in addition to the costs and disbursements provided by statute, reasonable attorneys' fees and legal expenses which may be incurred by the Beneficiary subject to the procedures and limitations set forth in Section 6-21.2 of the General Statutes of North Carolina, as amended.

In all such cases, the Beneficiary shall have the right to direct the Deed of Trust Trustee to exercise the remedies granted hereunder.

(c) The City also agrees that any of the foregoing rights and remedies of the Beneficiary may be exercised at any time independently of the exercise of any other such rights and remedies, and the Beneficiary may continue to exercise any or all such rights and remedies until the Event(s) of Default of the City are cured with the consent of the Beneficiary or until foreclosure and the conveyance of the Mortgaged Property to the high bidder or until the indebtedness secured hereby is otherwise satisfied or paid in full.

(d) The City hereby waives, to the full extent it lawfully may, the benefit of all appraisalment, valuation, stay, moratorium, exemption from execution, extension and redemption laws and any statute of limitations, now or hereafter in force and all rights of marshalling in the event of the sale of the Mortgaged Property or any part thereof or any interest therein.

(e) Except as set forth in (f), the foregoing shall in no way be construed to limit the powers of sale or to restrict the discretion the Deed of Trust Trustee may have under the provisions of Article 2A of Chapter 45 of the General Statutes of North Carolina, as amended. Each legal, equitable or contractual right, power or remedy of the Deed of Trust Trustee now or hereafter provided herein or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy, and the exercise or beginning of the exercise by the Deed of Trust Trustee of any one or more of such rights, powers and remedies shall not preclude the simultaneous or later exercise of any or all such other rights, powers and remedies.

(f) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO DEFICIENCY JUDGMENT SHALL BE RENDERED AGAINST THE CITY IN ANY ACTION FOR BREACH BY THE CITY OF ITS OBLIGATIONS UNDER THE AGREEMENT OR THIS DEED OF TRUST, OR FOLLOWING THE EXERCISE BY THE CITY OF ITS RIGHT OF TERMINATION OF ITS OBLIGATION TO MAKE THE INSTALLMENT PAYMENTS AND ANY ADDITIONAL PAYMENTS UNDER THE AGREEMENT; THE REMEDIES PROVIDED UNDER THIS DEED OF TRUST, INCLUDING FORECLOSURE AND SALE OF THE MORTGAGED PROPERTY UNDER THIS DEED OF TRUST, BEING THE SOLE REMEDY GRANTED HEREBY.

THE TAXING POWER OF THE CITY IS NOT AND MAY NOT BE PLEDGED IN ANY WAY, DIRECTLY OR INDIRECTLY TO SECURE THE PAYMENT OF ANY MONEYS DUE UNDER THE AGREEMENT, INCLUDING THE INSTALLMENT PAYMENTS UNDER THE AGREEMENT OR ANY OTHER INSTRUMENT CONTEMPLATED HEREBY OR THEREBY.

Section 4. Application of Proceeds. The proceeds of (a) the operation and management of the Mortgaged Property pursuant to Section 3 hereof, (b) any sale of the Mortgaged Property or any interest therein, whether pursuant to judicial foreclosure, foreclosure under power of sale or otherwise and (c) any insurance policies or eminent domain awards or other sums (other than awards or sums to which the City is entitled to under the Agreement) retained by the Deed of Trust Trustee upon the occurrence of an Event of Default shall be applied to pay:

First: The costs and expenses of sale, reasonable attorneys' fees actually incurred at standard hourly rates to the extent permitted by Section 6-21.2 of the General Statutes of North Carolina, as amended, the Beneficiary's fees and expenses, court costs, any other expenses or advances made or incurred in the protection of the rights of the Beneficiary or in the pursuance of any remedies hereunder and the Deed of Trust Trustee's commission payable under Section 5 hereof;

Second: All taxes and assessments then constituting a lien against said premises other than those advertised and sold subject to;

Third: Any indebtedness secured by this Deed of Trust and at the time due and payable (whether by acceleration or otherwise), including all amounts of principal and interest at the time due and payable with respect to the Installment Payments, and interest on any overdue principal of at a rate per annum equal to the original interest rate payable with respect to the Installment Payments; and

Fourth: The balance, if any, to the persons then entitled thereto under the Agreement.

Section 5. Deed of Trust Trustee's Commission. In the event of a consummated sale under the power of sale contained herein, the Deed of Trust Trustee's commission shall be a reasonable commission for services rendered not to exceed five percent (5%) of the highest bid thereat.

It is further provided that in the event foreclosure is terminated upon the request of the City prior to delivery of the deed by the Deed of Trust Trustee, the City shall pay the Deed of Trust Trustee all costs and expenses incident to the foreclosure, including reasonable compensation for services rendered; together with attorneys' fees actually incurred at standard hourly rates to the extent permitted by Section 6-21.2 of the General Statutes of North Carolina, as amended.

It is further provided that the compensation herein allowed to the Deed of Trust Trustee shall constitute indebtedness secured hereby on the Mortgaged Property immediately upon request of sale.

Section 6. General Covenant. The City shall pay the amounts due under the Agreement and shall observe and perform all covenants, conditions and agreements contained in the Agreement, and any amendments and supplements thereto.

Section 7. Payment of Costs, Attorneys' Fees and Expenses. The City shall pay, to the extent permitted by law, any and all costs, attorneys' fees and other expenses of whatever kind incurred by the Beneficiary or the Deed of Trust Trustee in connection with (a) obtaining possession of the Mortgaged Property, (b) the protection and preservation of the Mortgaged Property, (c) the collection of any sum or sums secured hereby, (d) any litigation involving the Mortgaged Property, this trust, any benefit accruing by virtue of the provisions hereof, or the rights of the Deed of Trust Trustee or the Beneficiary, (e) the presentation of any claim under any administrative or other proceeding in which proof of claim is required by law to be filed, (f) any additional examination of the title to the Mortgaged Property which may be reasonably required by the Beneficiary or the Deed of Trust Trustee, (g) taking any steps whatsoever in enforcing this Deed of Trust, claiming any benefit accruing by virtue of the provisions hereof, or exercising the rights of the Beneficiary hereunder, or (h) any proceeding, legal or otherwise, which the Beneficiary shall deem necessary to sustain the lien of this Deed of Trust or its priority. If the City shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 8. Insurance and Taxes. Pursuant to the Agreement, the City will obtain and maintain certain insurance and will pay all lawful taxes, assessments and charges, if any, at any time levied or assessed upon or against the Mortgaged Property or any part thereof; provided, however, that nothing contained in this Deed of Trust shall require the maintenance of insurance or the payment of any such taxes, assessments or charges if the same are not required to be paid under the Agreement. If the City shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 9. No Assignment or Encumbrance of Mortgaged Property. Except as permitted by the Agreement and this Deed of Trust, the City shall not sell, transfer, exchange, lease, mortgage, encumber, pledge, assign or otherwise dispose of the Mortgaged Property or any interest therein or part thereof without the prior written consent of the Beneficiary. Any such disposition or encumbrance of the Mortgaged Property or any interest therein or any part thereof other than Permitted Encumbrances without such prior written consent shall, at the option of the Beneficiary, constitute a default hereunder, giving rise to all of the remedies herein provided for an Event of Default.

Section 10. Advances by Beneficiary. The Beneficiary is authorized, but is not required to, for the account of the City, to make any required payments under any lien prior hereto or under this Deed of Trust, the non-payment of which would constitute a default, including but not limited to principal payments, interest payments, premium payments, if any, taxes and insurance premiums. All sums so advanced shall attach to and become part of the debt secured hereby, shall become payable at any time on demand therefor and, from the date of the advance to the date of repayment, any sum so advanced shall bear interest at a rate of eight percent (8%) per annum. The failure to make payment on demand shall, at the option of the Beneficiary, constitute

a default hereunder, giving rise to all of the remedies herein provided for an Event of Default. If the City shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 11. The Deed of Trust Trustee. The Deed of Trust Trustee shall be under no duty to take any action hereunder except as expressly required, or to perform any act which would involve him in expense or liability or to institute or defend any suit in respect hereof, unless properly indemnified to his satisfaction by the Beneficiary. All reasonable expenses, charges, counsel fees and other disbursements incurred by the Deed of Trust Trustee in and about the administration and execution of the trusts hereby created, and the performance of its duties and powers hereunder, shall, to the extent permitted by law, be secured by this Deed of Trust prior to the indebtedness represented by the Agreement, and such amounts not paid when due shall, to the extent permitted by law, bear interest at a rate of eight percent (8%) per annum. If the City shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 12. Security Interest in Fixtures. **COLLATERAL IS OR INCLUDES FIXTURES.** With respect to any portion of the Mortgaged Property which is or may become fixtures, this Deed of Trust shall constitute a financing statement filed as a fixture filing. The lien upon fixtures granted herein and perfected hereby shall be in addition to and not in lieu of any lien upon fixtures acquired under real property law.

Section 13. Leases. The City shall keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed or performed under any leases involving all or any part of the Mortgaged Property, shall require tenants to keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under any such leases and shall not suffer or permit any breach or default to occur with respect to the foregoing. In the event of a default by the City under any lease involving all or any part of the Mortgaged Property, the Beneficiary shall have the right to perform or to require performance of any such covenants, agreements, terms, conditions or provisions of such leases, and to add any expense incurred in connection therewith to the debt secured hereby. Any such expense incurred by the Beneficiary shall be immediately due and payable. If the City shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 14. Additional Documents. The City agrees to execute and deliver to the Beneficiary, concurrently with the execution of this Deed of Trust and upon the request of the Beneficiary from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the lien or security interest created hereby. For the period in which the indebtedness of the City to the Beneficiary remains unpaid, the City hereby irrevocably makes, constitutes and appoints the Beneficiary as the true and lawful attorney in fact of the City, to the extent permitted by law, to sign the name of the City on any financing statement, continuation of financing statement or similar document required to perfect or continue such security interests.

Section 15. Environmental Issues. The City for itself, its successors and assigns represents, warrants and agrees that, except as disclosed in writing to the Beneficiary by the City, (a) neither the City nor, to the best of the City's knowledge, any other person has improperly used or installed any Hazardous Material (as hereinafter defined) on the Mortgaged Property or received any notice from any governmental agency, entity or other person with regard to Hazardous Materials on, from or affecting the Mortgaged Property; (b) neither the City nor, to the best of the City's knowledge, any other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Mortgaged Property; (c) to the best of the City's knowledge, the Mortgaged Property is presently in compliance with all Environmental Laws and there are no circumstances presently existing upon or under the Mortgaged Property, or relating to the Mortgaged Property which may violate any applicable Environmental Laws, and there is not now pending, or threatened, any action, suit, investigation or proceeding against the City relating to the Mortgaged Property (or against any other party relating to the Mortgaged Property) seeking to enforce any right or remedy under any of the Environmental Laws; (d) the Mortgaged Property shall be used to generate, manufacture, refine, transport, treat, store, handle, dispose, produce or process Hazardous Materials only in accordance with all applicable Environmental Laws; (e) the City shall not cause nor permit the improper installation of Hazardous Materials in the Mortgaged Property nor a release of Hazardous Materials on the Mortgaged Property; (f) the City shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Mortgaged Property and shall keep the Mortgaged Property free and clear of any liens imposed pursuant to any applicable Environmental Laws; (g) the City has obtained and will at all times continue to obtain and/or maintain all licenses, permits, and/or other governmental or regulatory actions necessary to comply with Environmental Laws with respect to the Mortgaged Property (the "Permits"), and the City is in full compliance with the terms and provisions of the Permits and will continue to comply with the terms and provisions of the Permits; (h) the City shall immediately give the Beneficiary oral and written notice in the event that the City receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Mortgaged Property and shall conduct and complete all investigations, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Mortgaged Property in accordance with all applicable Environmental Laws. To the extent permitted by law, the City hereby agrees to defend and indemnify the Deed of Trust Trustee and the Beneficiary and hold them harmless from and against any and all losses, liabilities, damages, injuries (including, without limitation, attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the Deed of Trust Trustee or the Beneficiary for, with respect to, or as a direct or indirect result of (a) the presence on, or under, or the escape, spillage, emission or release from the Mortgaged Property of any Hazardous Material regardless of whether or not caused by or within the control of the City, (b) the violation of any Environmental Laws relating to or affecting the Mortgaged Property, whether or not caused by or within the control of the City, (c) the failure by the City to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by the City in this paragraph being false or untrue in any material respect. In the event that the Beneficiary elects to control, operate, sell or otherwise claim property rights in the Mortgaged Property, the City shall deliver the Mortgaged Property free of any and all Hazardous Materials so that the conditions of the Mortgaged Property shall conform with all applicable Environmental Laws. To the extent

permitted by law, prior to any such delivery of the Mortgaged Property, the City shall pay to the Beneficiary from its own funds any amounts required to be paid under the indemnification provisions set forth above. For purposes of this Deed of Trust, "Hazardous Material" means and includes petroleum products, any flammable explosives, radioactive materials, hazardous materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) the Environmental Laws. For the purposes of this Deed of Trust, "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Oil Pollution Act of 1990, the Emergency Planning and Right-to-Know Act, the Clean Water Act, the Clean Air Act, the Toxic Substance Control Act, the Resource Conservation and Recovery Act, any "Super Fund" or "Super Lien" law (including in all cases any regulations promulgated thereunder), or any other federal, state, or local law, regulation or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials, as may now or at any time hereafter be in effect. The obligations and liabilities of the City under this paragraph shall survive the foreclosure of the Deed of Trust, the delivery of a deed in lieu of foreclosure, and the cancellation of this Deed of Trust; or if otherwise expressly permitted in writing by the Beneficiary, the sale or alienation of any part of the Mortgaged Property.

Section 16. Miscellaneous. (a) Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and, unless otherwise provided herein, shall be deemed to have been given when delivered or mailed by registered or certified mail, postage prepaid, addressed as follows: (a) if to the City, at 433 Hay Street, Fayetteville, North Carolina 28301, Attention: Chief Financial Officer; (b) if to the Beneficiary, to Bank of America, N.A. **[101 South Tryon Street, NC1-002-03-10, Charlotte, North Carolina 28255, Attention: R. Brooks Scurry, III, Vice President]**; and (c) if to the Deed of Trust Trustee, to PRLAP, Inc., Portfolio Administration, 1400 Best Plaza Drive, P.O. Box 26865, Richmond, Virginia 23227.

The City, the Deed of Trust Trustee and the Beneficiary may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed.

(b) Substitution of Deed of Trust Trustee. The City and the Deed of Trust Trustee covenant and agree to and with the Beneficiary that in case the Deed of Trust Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder the Beneficiary desires to replace the Deed of Trust Trustee, then the Beneficiary may appoint, in writing, a trustee to take the place of the Deed of Trust Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Deed of Trust Trustee. This granting of power to the Beneficiary is coupled with an interest and is irrevocable.

(c) Successors and Assigns. This Deed of Trust shall inure to the benefit of and be enforceable by the Deed of Trust Trustee and the Beneficiary and their respective successors and assigns.

(d) Amendments and Supplements. This Deed of Trust may be amended and supplemented only as provided in the Agreement.

(e) Applicable Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of North Carolina.

(f) Execution in Counterparts. This Deed of Trust may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(g) Severability. In the event any term, provision or covenant herein contained or the application thereof to any circumstances or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or provision or covenant to any other circumstances or situation shall not be affected thereby, and every other term, provision or covenant herein shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the City has caused this Deed of Trust to be executed in its name by the **[Mayor][City Manager]** of the City and its seal to be impressed hereon and attested by the **[Deputy]** City Clerk of the City, all as of the date first above written.

CITY OF FAYETTEVILLE, NORTH CAROLINA

[SEAL]

By: _____
[Mayor][City Manager]

Attest:

[Deputy] City Clerk

ACKNOWLEDGEMENT FOR CITY

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

This ____ day of July, 2011, personally came before me, a Notary Public in and for the said County and State, Jennifer Penfield, who, being by me duly sworn, says that she is the **[Deputy]** City Clerk of the City of Fayetteville, North Carolina, a municipal corporation existing under the laws of the State of North Carolina and acting through its City Council, and by authority duly given and as the act of said City, the foregoing instrument was signed in its name by _____, as the **[Mayor][City Manager]** of said City, sealed with its seal and attested by herself as the **[Deputy]** City Clerk.

Witness my hand and notarial seal this ____ day of July, 2011.

Notary Public

My commission expires:

(Notarial Seal)

LEGAL DESCRIPTION OF PROPERTY

LIST OF ENCUMBRANCES

All exceptions to title listed in Schedule _____ of the following title insurance commitment issued by _____:

File No.: _____

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Bart Swanson, Housing and Code Enforcement Division Manager
DATE: May 23, 2011
RE: **Uninhabitable Structures Demolition Recommendations :**
-2006 Center Street
-1018 Ellis Street
-703 Pritchett Road
-5802 Shenandoah Drive
-2123 Strickland Bridge Road

THE QUESTION:

Would the demolition of these structures 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:

2006 Center Street

The City Inspector is required to correct conditions that are found to be in violation of the Dwellings and Building Minimum Standards. The structure is a residential home. This structure was vacant and the subject of a fire on January 26, 2011. As a result of the fire, the structure was inspected and condemned as a dangerous/abandoned structure due to extensive structural damage on January 26, 2011. A hearing on the condition of the structure was conducted on March 2, 2011, which the property owner failed to appear. A notice of the hearing date was published in the Fayetteville Observer newspaper. A subsequent Hearing Order to repair or demolish within 60 days was issued and mailed to the property owner on March 4, 2011. To date there have been no repairs to the structure. The property owner has recently contacted staff and has indicated that he has received an insurance claim payment for the fire damage and intends on repairing the structure. He has not provided any documentation to substantiate this. The utilities to the structure were disconnected on February 24, 2010. In the past 24 months there have been 36 calls for 911 service at the property. There have been 3 code violation cases and there is a running civil penalty citation for the structure being occupied with no power. The low bid for demolition of the structure is \$2,480.

1018 Ellis Street

The City Inspector is required to correct conditions that are found to be in violation of the Dwellings and Building Minimum Standards. The structure was a legal non-conforming store with an attached house in a C-1 commercial zone. As a result of the fire, on August 11, 2010, the structure was inspected and condemned as a dangerous/abandoned structure due to extensive structural damage. The building was found to be structurally unsound. The fire damage exceeded 50 percent of the assessed value of the structure which left the remaining structure a non-conforming building. A hearing on the condition of the structure was conducted, via telephone conference with the property owner's attorney, on September 28, 2010. A subsequent Hearing Order to repair or demolish within 60 days was issued and mailed to the property owner on October 13, 2010. The property owner demolished the store portion of the building. In order to repair the remaining house to its original condition, the property owner was required to obtain a re-zone of the property to R-5 residential and obtain a subsequent variance. The property owner obtained the re-zone of the property from C-1 to R-5 on February 28, 2011, but failed to file for the required variance. To date, the property has not been repaired or demolished. The low bid for demolition of the structure is \$500.

703 Pritchett Road

The City Inspector is required to correct conditions that are found to be in violation of the Dwellings and Building Minimum Standards as a blighted property. The structure is a residential home. This structure has been vacant since 2006. Since that time there has been 5 code violations resulting in City caused trash, excessive vegetation, and building securing abatement. The structure was inspected on January 18, 2011 and found to be un-secured and accessible for unlawful entry and had an accumulation of trash and debris. The inside of the structure was found to have been partially demolished and substandard. Staff made contact with family members of the property owner who advised that the property owner resides in an out of state assisted living facility. It could not be determined if anyone had power of attorney for the property owner. The property owner cannot qualify for the Community Development Acquisition and Demolition program due to an outstanding judgment against the property. A hearing on the condition of the structure was conducted February 16, 2011, which the property failed to appear. A notice of the hearing date was published in the Fayetteville Observer newspaper due to out of town owners. A subsequent Hearing Order to repair or demolish within 60 days was issued and mailed to the property owner on February 17, 2011. To date there have been no repairs to the structure. There are no available records for utilities at this property. In the past 24 months there have been 13 calls for 911 service at the property. The City has a pending \$243.50 assessment for City caused abatement cost. The low bid for demolition of the structure is \$5,600.

5802 Shenandoah Drive

The City Inspector is required to correct conditions that are found to be in violation of the Dwellings and Building Minimum Standards. The structure is a residential home. This structure was vacant and the subject of a fire on April 8, 2010. As a result of the fire, the structure was inspected and condemned as a dangerous/abandoned structure due to extensive structural damage on August 17, 2010. A hearing on the condition of the structure was conducted on August 23, 2010, which the property owner failed to appear. A notice of the hearing date was mailed certified to property owner and signed for as received. A subsequent Hearing Order to repair or demolish within 60 days was issued and mailed to the property owner on August 23, 2010. The property owner failed to comply. The property was brought before the City Council at its January 24, 2011, meeting for the approval of a demolition ordinance. The City Council directed a 90-day extension in time on consideration of approval of a demolition ordinance. To date there have been no repairs to the structure. The utilities to the structure were disconnected since April of 2010. In the past 12 months there have been 2 calls for 911 service and 2 code violations. The low bid for demolition of the structure is \$2,900.

2123 Strickland Bridge Road

The City Inspector is required to correct conditions that are found to be in violation of the Dwellings and Building Minimum Standards. The structure is a residential home. This structure was the subject of a fire on December 4, 2010. As a result of the fire, the structure was inspected and condemned as a dangerous structure due to extensive structural damage on December 8, 2010. A hearing on the condition of the structure was conducted on February 2, 2011, which the property owner failed to appear. A notice of the hearing date was published in the Fayetteville Observer newspaper due to unknown property heirs. A subsequent Hearing Order to repair or demolish within 60 days was issued and mailed to the property owner on February 7, 2011. To date there have been no repairs to the structure or response from the property owner. The utilities to the structure were disconnected on December 5, 2010. In the past 24 months there have been 26 calls for 911 service at the property and 4 code violations. The City has a \$446.32 assessment for two City caused abatements. The low bid for demolition of the structure is \$2,650.

ISSUES:

All subject properties are sub-standard and detrimental to the surrounding neighborhood and promote nuisances and blight, contrary to the City's Strategic Plan.

BUDGET IMPACT:

The demolition of these structures will be \$14,130.00; there will be additional costs for asbestos assessment and abatement if needed.

OPTIONS:

- Adopt the ordinances and demolish the structures.
- Abstain from any action and allow the structures to remain.
- Defer any action to a later date.

RECOMMENDED ACTION:

Staff recommends that Council move to adopt the ordinances authorizing demolition of the structures.

ATTACHMENTS:

Docket- 2006 Center Street

Ordinance- 2006 Center Street

Aerial Map- 2006 Center Street

Photo-- 2006 Center Street

Photo-- 2006 Center Street(1)

Photo-- 2006 Center Street(2)

Docket- 1018 Ellis Street

Ordinance

Aerial

Photo

Photo

Photo

Photo

Docket

Ordinance

Aerial

Photo

Photo

Photo

Photo

Docket

Ordinance

Aerial

Photo

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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	2006 Center Street
Property Owner(s)	Dovis Adams Fayetteville, NC 28306
Date of Inspection	January 26, 2011
Date of Hearing	March 2, 2011
Finding/Facts of Scheduled Hearing	Notice to repair/demolish the structure within 60 days mailed March 4, 2011
Owner's Response	None
Appeal Taken (Board of Appeals)	No
Other	Utilities disconnected since February 24, 2010
	Hearing was advertised in the Fayetteville Observer February 20, 2011.
Police Calls for Service (past 2 yrs)	36

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 23rd day of May, 2011.

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:

2006 Center Street
PIN 0436-03-6520

BEGINNING AT A POINT IN THE WESTERN MARGIN OF CENTER STREET, WHICH POINT IS SOUTH 34 DEGREES 30 MINUTES WEST 120 FEET FROM WHERE THE SOUTHERN MARGIN OF "D" (CUDE) STREET INTERSECTS THE WESTERN MARGIN OF CENTER STREET, THE CORNER OF LOTS NUMBERS 4 AND 6, AND RUNS THENCE WITH THE WESTERN MARGIN OF CENTER STREET SOUTH 34 DEGREES 30 MINUTES WEST 60 FEET TO A POINT IN THE WESTERN MARGIN OF CENTER STREET; THENCE NORTH 55 DEGREES 30 MINUTES WEST 150 FEET TO A POINT, A COMMON CORNER OF LOT 5 AND 6; THENCE NORTH 34 DEGREES 30 MINUTES EAST 60 FEET TO A POINT; THENCE SOUTH 55 DEGREES 30 MINUTES EAST 150 FEET TO THE POINT OF THE BEGINNING BEING ALL OF LOT 6 BLOCK 16 DAVID W. AYER, ACCORDING TO A PLAT OF SAME DULY RECORDED IN BOOK OF PLATS 10, PAGE 32, CUMBERLAND COUNTY REGISTRY

The owner(s) of and parties in interest in said property are :
Dovis Adams
2006 Center Street
Fayetteville, NC 28306-2204

- (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 May 4, 2011.

- (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 \$2,480.00 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 _23rd_____ day of __May_____, 2011.

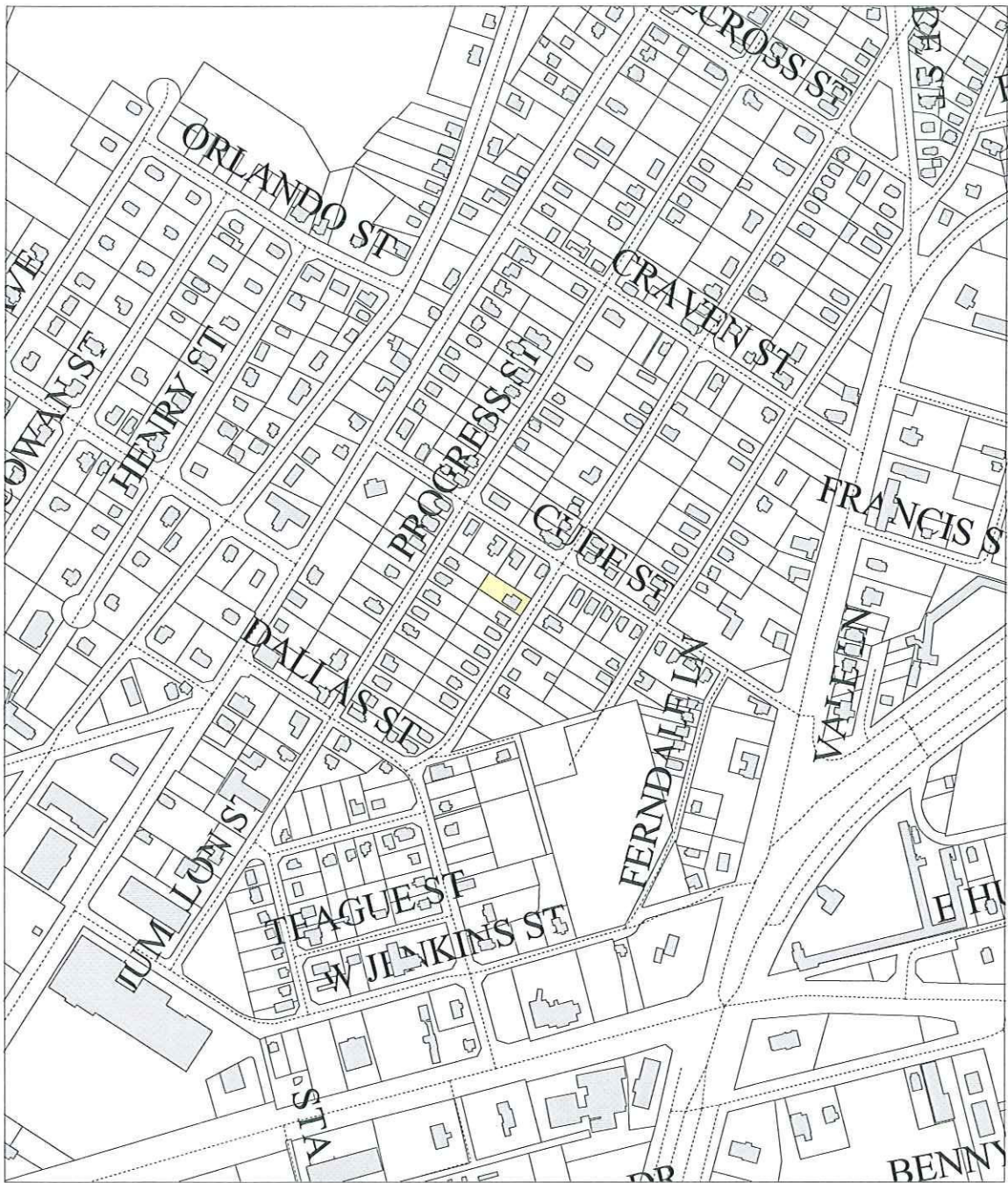
CITY OF FAYETTEVILLE

BY: _____
Anthony Chavonne, Mayor

ATTEST:

Rita Perry, City Clerk

City Of Fayetteville Inspections Department



2006 CENTER STREET



Legend

	Streets		Zoning		Parcels
Text	Street Name		Group Homes		



8-4-4-1



8-4-5-1



8-4-6-1

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	1018 Ellis Street
Property Owner(s)	Edwin and Grace Baldwin Living Trust Fayetteville, NC 28305
Date of Inspection	August 11, 2010
Date of Hearing	September 28, 2010
Finding/Facts of Scheduled Hearing	Notice to repair/demolish the structure within 60 days mailed October 13, 2010.
Owner's Response	Partial demolition and rezoning
Appeal Taken (Board of Appeals)	No
Other	Utilities disconnected since August 6, 2010.
	.
Police Calls for Service (past 2 yrs)	6

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 23rd day of May, 2011.

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:

1018 Ellis Street
PIN 0437-03-4217

IN THE CITY OF FAYETTEVILLE: Beginning at the intersection of the northern margin of Ellis Street with the eastern margin of the Old Plank Road, and running thence with the northern margin of said Ellis Street South 88 East 182 feet to a stake, the corner of a lot conveyed to Grace Driggers by J.Q. Bunch and wife, thence with the Driggers line North 0 degs. 30 mins. East 150.7 feet to a stake in the eastern margin of the Old Plank Road ; thence with said eastern margin of said road South 51 degs. 45 mins. West 233.1 feet to the beginning, being a part of the first tract described in deed from D.M. Stringfield, Commissioner, to Cumberland County and City of Fayetteville, registered in Book 424, page 111, Cumberland County records; and being also the same land described as the first tract in a deed from Cumberland County and City of Fayetteville to B. Cade Bramble, registered in Book 445, page 40, Office of the Register of Deeds for Cumberland County.

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

Edward and Grace Baldwin Living Trust Attn: Grace Baldwin, Personal Representative
819 Ashley Street
Fayetteville, NC 28305-5417

- (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 **May 18, 2008**.

- (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 \$500.00 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 _23rd_____ day of __May_____, 2011.

CITY OF FAYETTEVILLE

BY: _____
Anthony Chavonne, Mayor

ATTEST:

Rita Perry, City Clerk





City Of Fayetteville Inspections Department



1018 ELLIS STREET



Legend

- | | | | | | |
|---|-------------|---|-------------|---|---------|
|  | Streets |  | Zoning |  | Parcels |
| Text | Street Name |  | Group Homes | | |



8-4-10-1







BALDWIN'S STORE



ELLIS ST
1000

DANGER

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	703 Pritchett Road
Property Owner(s)	Tommy Edward Henry c/o Melinda L. Johnson Mooresville, NC 28117
Date of Inspection	January 18, 2011
Date of Hearing	February 16, 2011
Finding/Facts of Scheduled Hearing	Notice to repair/demolish the structure within 60 days mailed February 17, 2011
Owner's Response	None
Appeal Taken (Board of Appeals)	No
Other	Utilities—no record..
	Hearing was advertised in the Fayetteville Observer February 2011.
Police Calls for Service (past 2 yrs)	13

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 23rd day of May, 2011.

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:

703 Pritchett Road
PIN 0407-23-1498

Beginning at a point in the eastern right-of-way margin of SR 1412, said beginning point being the southwest corner of Lot#167 of Hollywood Heights Subdivision, Section 8, a plat of which is duly recorded in the Office of the Register of Deeds for Cumberland County, in Plat Book 33, Page 18, Cumberland County Registry, south 85 degrees 05 minutes east 191.85 feet to the southeastern corner of Lot#166; thence south 03 degrees 54 minutes west 211.53 feet to a point; thence north 85 degrees 05 minutes west 194.07 feet to a point in the eastern right-of-way margin of SR1412; thence with the eastern margin of SR 1412 north 04 degrees 25 minutes east 211.45 feet to the beginning.

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

Tommy Edward Henry
C/O Melinda L. Johnson
P.O. Box 4732
 Mooresville, NC 28117

Olivia C. Henry
7473 Duddington Dr
Alexandria, VA 22315

- (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 April 17, 2011.

- (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 \$ 5,600.00 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 _23rd_____ day of __May_____, 2011.

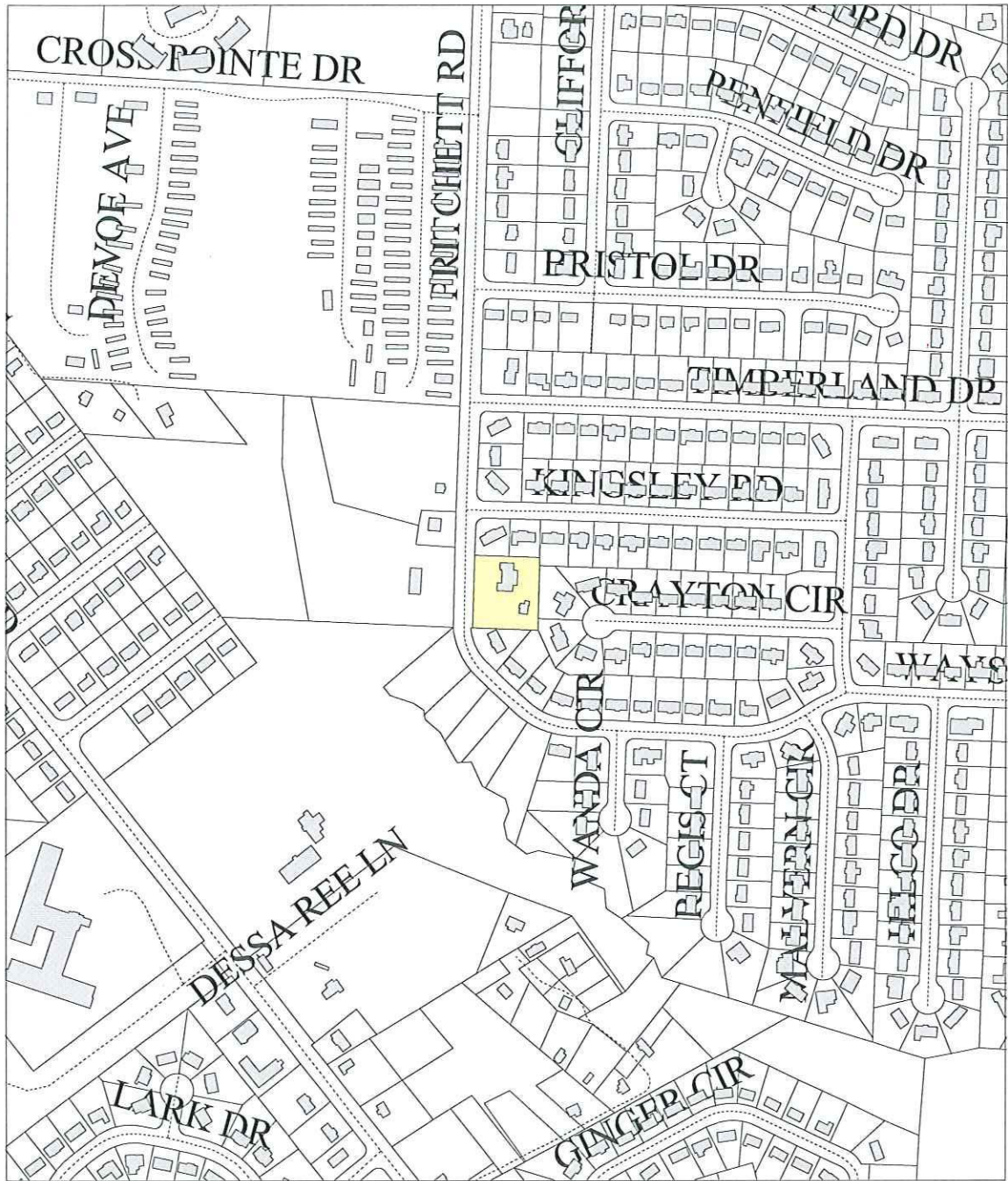
CITY OF FAYETTEVILLE

BY: _____
Anthony Chavonne, Mayor

ATTEST:

Rita Perry, City Clerk

City Of Fayetteville Inspections Department



703 PRITCHETT ROAD

Legend

	Streets		Zoning		Parcels
Text	Street Name		Group Homes		





8-4-17-1



8-4-18-1



8-4-19-1



8-4-20-1

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	5802 Shenandoah Drive
Property Owner(s)	William Goodman and wife Ussanta Karhan Kelly Fayetteville, NC 28304
Date of Inspection	August 11, 2010.
Date of Hearing	August 23, 2010.
Finding/Facts of Scheduled Hearing	Notice to repair/demolish the structure within 60 days mailed August 23, 2010.
Owner's Response	None
Appeal Taken (Board of Appeals)	No
Other	Utilities disconnected since April, 2010.
Police Calls for Service (past 2 yrs)	2

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 23rd day of May, 2011.

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:

5802 Shenandoah Drive
Pin 0406-52-6539

Being all of Lot 12, Block 'C', in a subdivision known as SHENANDOAH ARRAN LAKE, SECTION SIX, according to a plat of the same being duly recorded in Book of Plats 35, Page 36, Cumberland County Registry, North Carolina.

Parcel Identification No. : 0406-52-6539
Property Address : 5802 Shenandoah Drive, Fayetteville, NC 28304

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

William Goodman, and wife, Ussanta Karhan Kelley
5802 Shenandoah Drive
Fayetteville, NC 28304

- (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 October 23, 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 \$2, 900.00 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 23rd day of May, 2011.

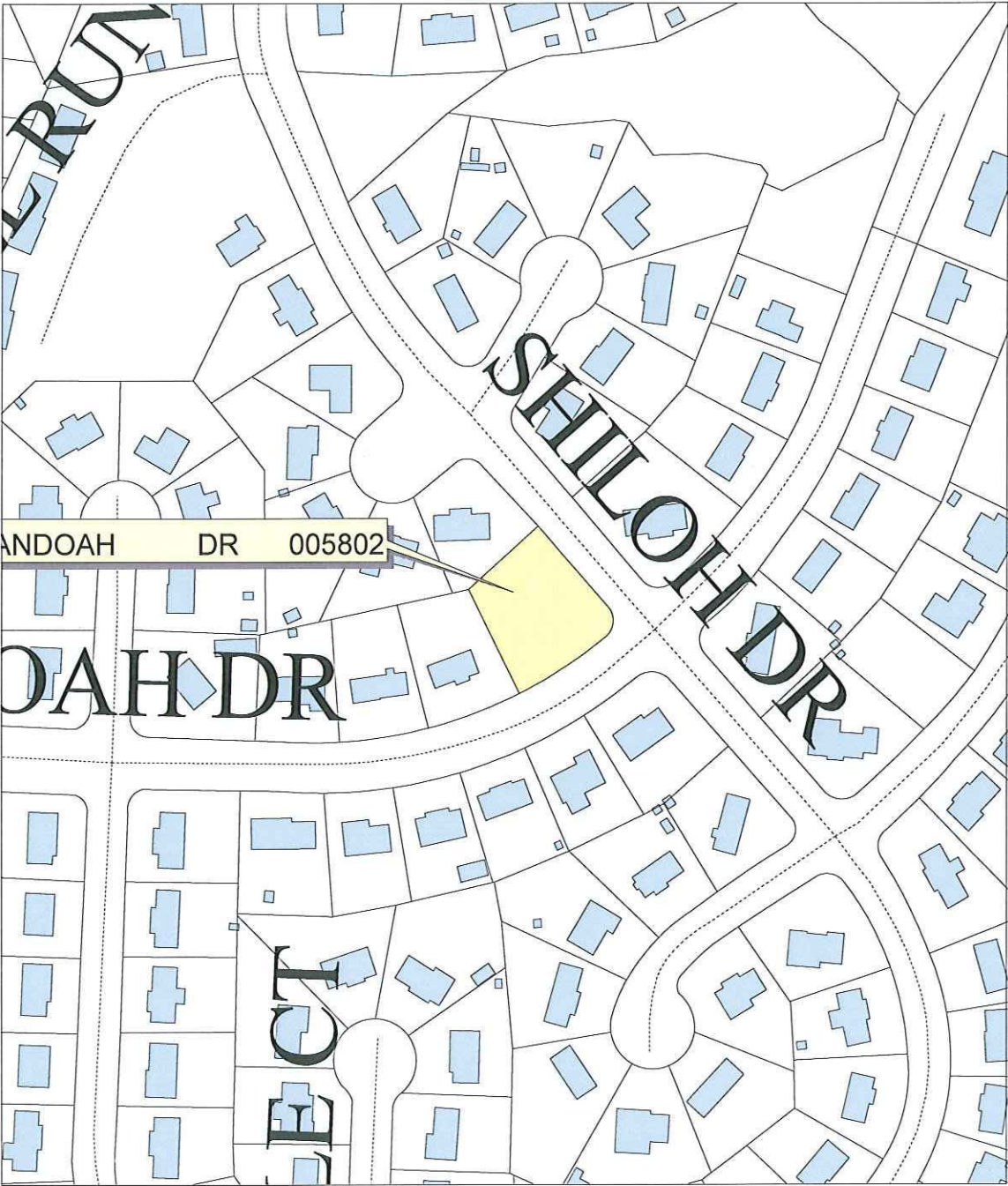
CITY OF FAYETTEVILLE

BY: Anthony Chavonne, Mayor

ATTEST:

Rita Perry, City Clerk

City Of Fayetteville Inspections Department



Legend



Streets



Zoning



Parcels

Text

Street Name



Group Homes



8 - 4 - 24 - 1



8-4-25-1



8-4-26-1



8-4-27-1



8-4-28-1

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	2123 Strickland Bridge Road
Property Owner(s)	Marie W. Simmons Heirs Fayetteville, NC 28304
Date of Inspection	December 8, 2010
Date of Hearing	February 2, 2011
Finding/Facts of Scheduled Hearing	Notice to repair/demolish the structure within 60 days mailed February 7, 2011.
Owner's Response	None
Appeal Taken (Board of Appeals)	No
Other	Utilities disconnected since December 5, 2010.
	Hearing advertised in Fayetteville Observer newspaper January 23, 2011.
Police Calls for Service (past 2 yrs)	2

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 23rd day of May, 2011.

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:

2123 Strickland Bridge Road
PIN 9495-18-0501

Being all of Lot 4 of Springdale Subdivision, Section 1, according to a plat of same duly recorded in Plat Book 39 at Page 8, Cumberland County Registry.

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

Marie W. Simmons Heirs
2821 Strickland Bridge Road
Fayetteville, NC 28304-0488

- (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 April 7, 2011.
- (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 \$2,650.00 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.

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

Adopted this 23rd day of May, 2011.

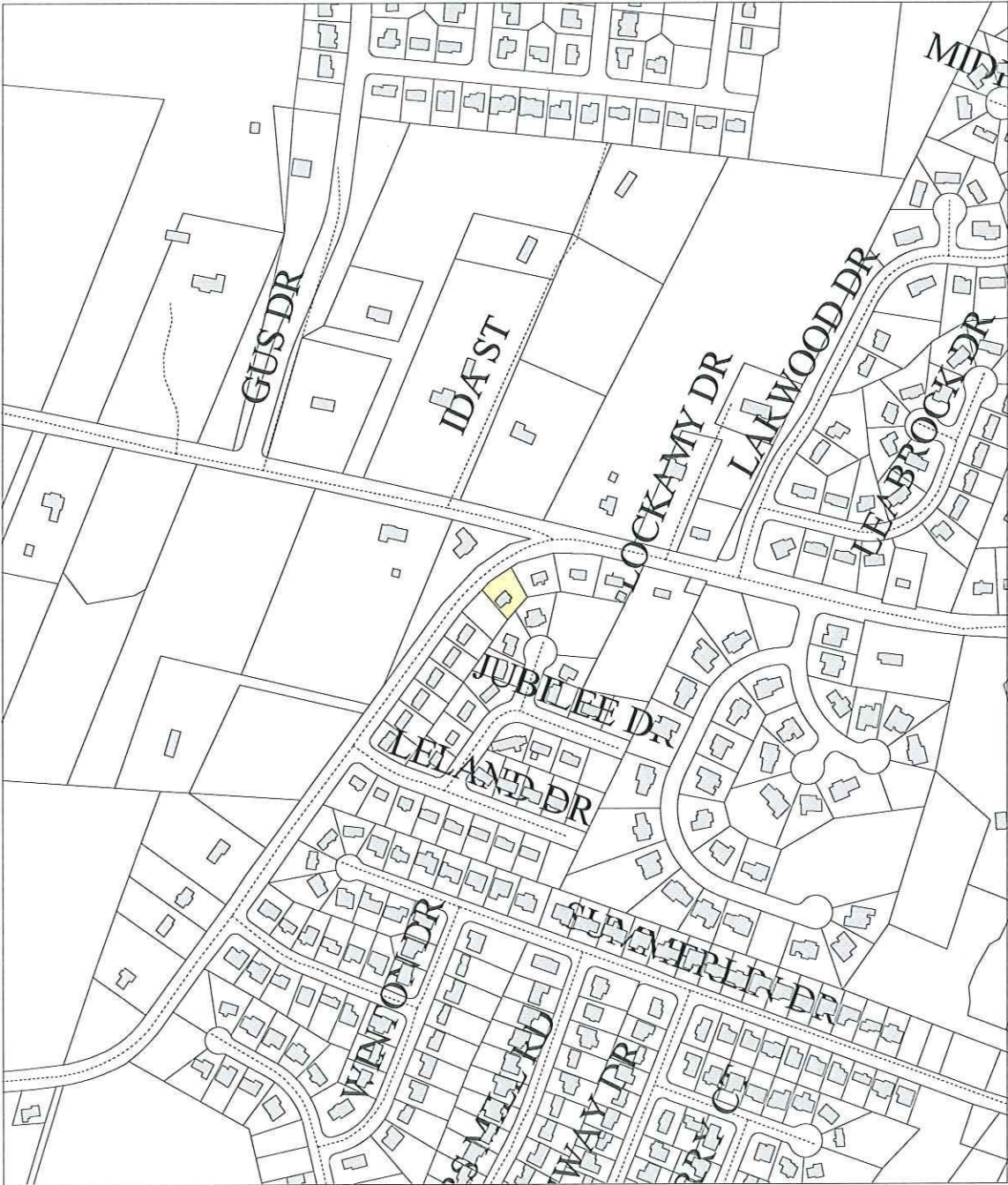
CITY OF FAYETTEVILLE

BY: Anthony Chavonne, Mayor

ATTEST:

Rita Perry, City Clerk

City Of Fayetteville Inspections Department



Legend



Streets



Zoning



Parcels

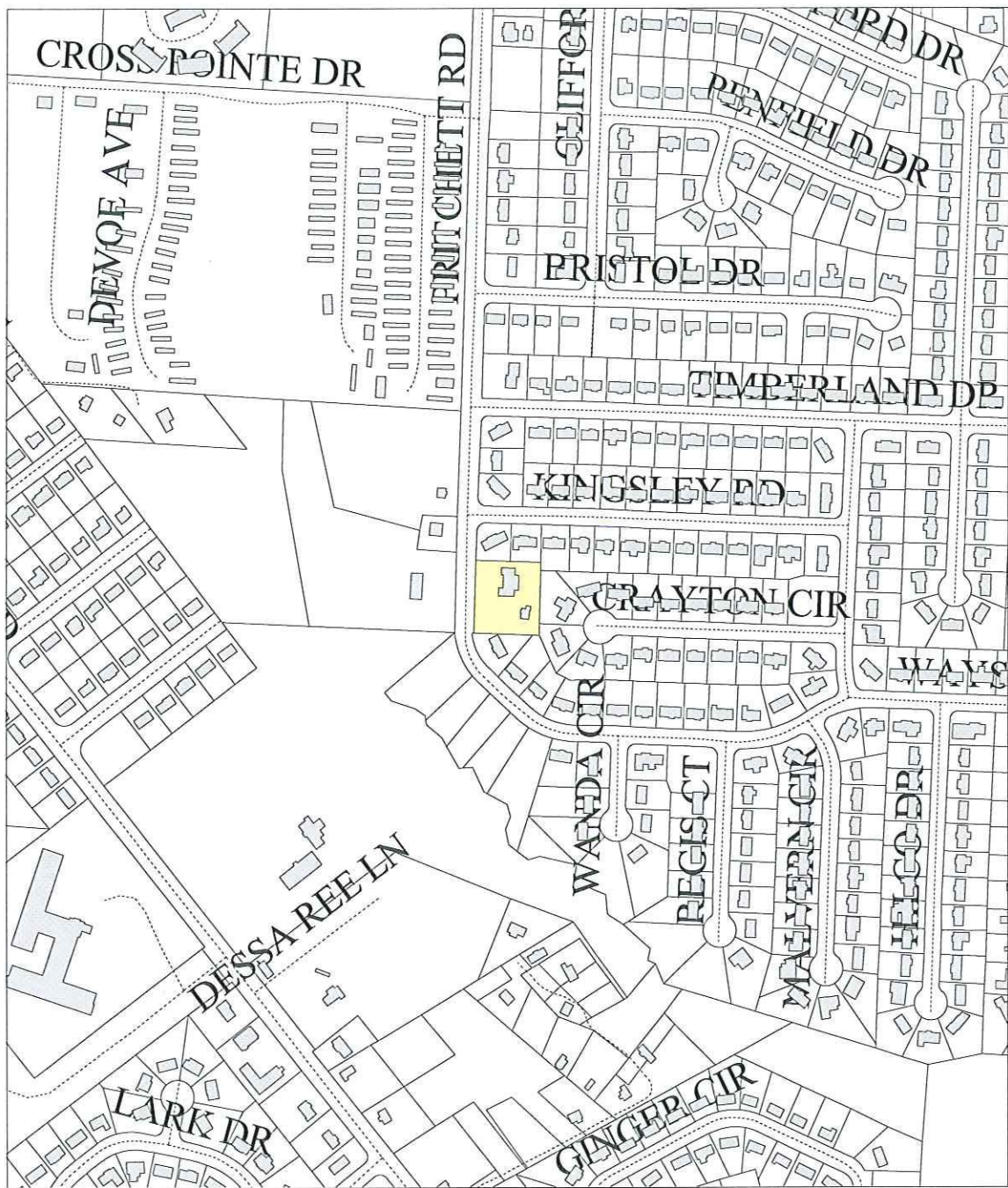
Text

Street Name







Group Homes

City Of Fayetteville Inspections Department







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	Streets		Zoning		Parcels
Text	Street Name		Group Homes		

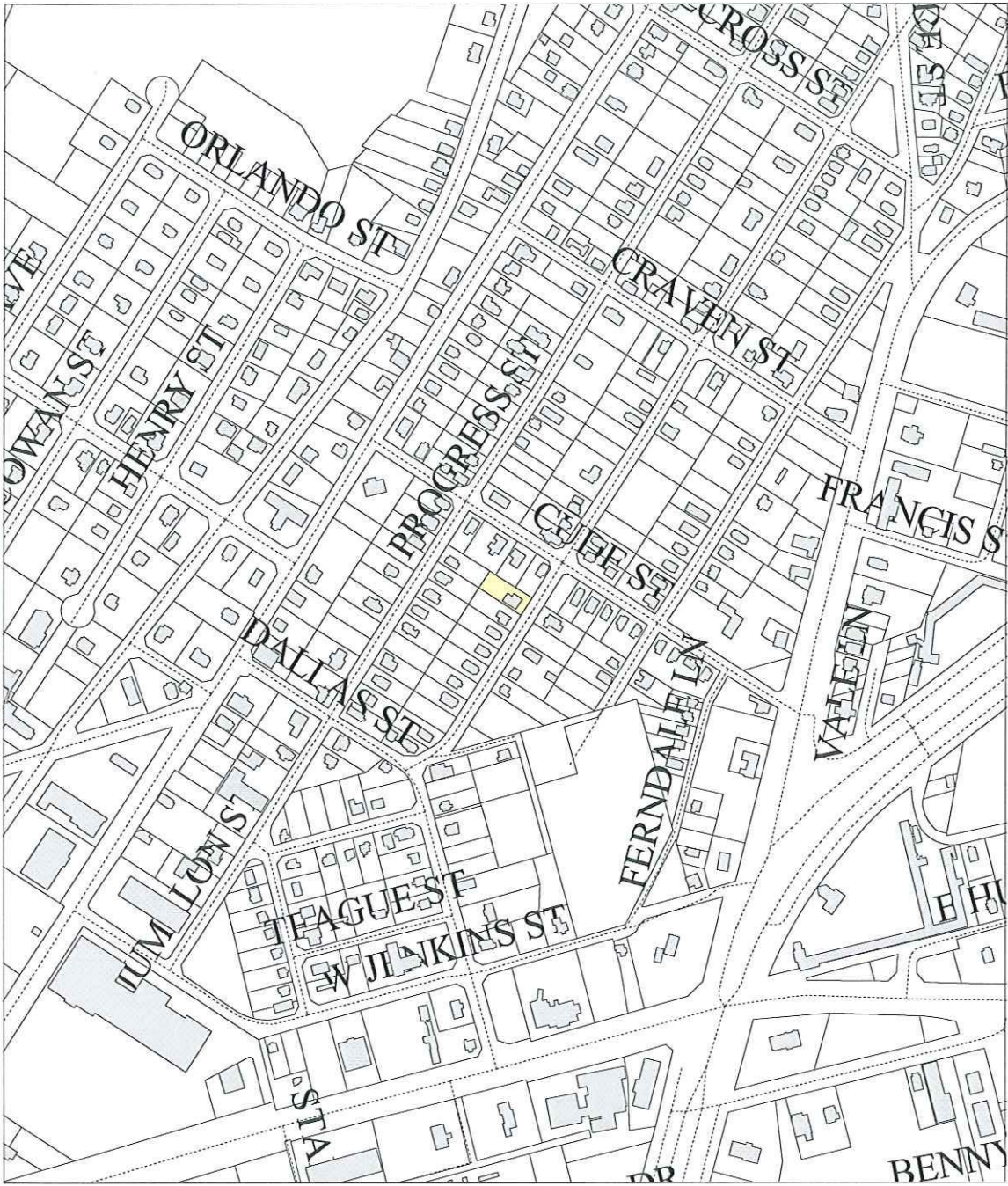
City Of Fayetteville Inspections Department







Legend

- | | | | | | |
|---|-------------|---|-------------|---|---------|
|  | Streets |  | Zoning |  | Parcels |
| Text | Street Name |  | Group Homes | | |

City Of Fayetteville Inspections Department



Legend

- | | | | | | |
|---|-------------|---|-------------|---|---------|
|  | Streets |  | Zoning |  | Parcels |
| Text | Street Name |  | Group Homes | | |



8-4-32-1





8-4-34-1



CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Jerry Dietzen, Environmental Services Director
DATE: May 23, 2011
RE: **Proposed Solid Waste Service Standard Changes**

THE QUESTION:

Does City Council wish to modify solid waste service standards as proposed by staff through the adoption of the attached ordinance amending various sections of Chapter 22, Solid Waste, of the City Code?

RELATIONSHIP TO STRATEGIC PLAN:

Goal 3: More efficient City government - Cost effective service delivery; Objective 2. Services delivered in a cost effective manner

Goal 4: More attractive City - Clean and beautiful; Objective 1. Clean and beautiful community with less trash and less visual blight

BACKGROUND:

At City Council's April 4, 2011 Work Session, staff proposed several service level clarifications and policy changes to improve efficiency and reduce costs. The proposals were as follows:

1. Trash will only be collected from City issued/approved carts. Should one cart not provide adequate capacity, one additional City brown cart may be used for excess trash. Citizens can also purchase similar grade carts from other vendors that meet the City's standard.
2. Bags or other items outside of the cart shall not be collected.
3. Carts shall be placed within one foot of the curb or edge of the pavement and a minimum of four feet from anything that may interfere with automated collection.
4. Household generated construction debris will be collected by the city for a fee of \$50 or the homeowner may dispose of debris by taking it to the landfill.
5. A "set out", will result in a fee of \$100.00.
6. Multiple bulky collection, more than one in a 90 day period, once per quarter, will result in a fee of \$50 for every subsequent pickup.
7. All yard waste must be placed within five feet of the curb or the edge of the pavement.
8. Only clear bags should be used for yard waste.

After discussion, the City Council gave tentative approval to the recommendations, except for requiring use of only clear bags for yard waste. Since that time, staff has continued work on the proposal and have brought it back for City Council review.

Items 1-3 would aid in the City transitioning to fully-automated side loading garbage trucks. There are six fully-automated garbage trucks in the recommended FY 2012 budget, and these collection vehicles operate with only one employee instead of two employees. As such, we will be able to reduce our staffing by 6 collectors annually once the trucks are delivered.

At the May 2, 2011 workshop, Council agreed to require residents to place all garbage in city approved carts for collection. There will be a transition plan to allow residents to get accustomed to this revised standard.

Items 4-6 would reduce costs and provide definitive measure of service offered by the City with regards to bulky collections. The City collected over 44,103 bulky item requests from March 2010 to March 2011. Of these, 12,279 were for construction debris. The City paid over \$48,000 for disposal of construction debris at the landfill. Most other cities in North Carolina charge a fee for collecting bulky items from households. Fees for collecting more than one bulky item in a quarter, "set outs" and for construction debris were proposed. Council was presented with a list of

addresses that utilized this service four or more times over the last 12 months.

Items 7-9 dealt with yard waste collection and seek to clarify the existing operational procedures used by staff. City Council's direction to staff was to eliminate the requirement for clear bags for yard waste, and eliminate the 30 bag limit for leaf season collection. Council agreed to require residents to place yard waste within 5 feet of the curb or edge of street for collection.

Subsequently at City Council's May 2, 2011 Work Session, the City Council again gave approval of the recommendations, but modified the number of bulky collections allowable per year from the staff proposed 4 per year/once per quarter to 6 per year.

ISSUES:

At the May 2 work session meeting, staff presented a chart that detailed the savings between the semi-automated and fully-automated collection process. That corrected comparison chart is shown below:

Comparison Semi-Automated versus Fully-Automated Collection Vehicles

7 Year Span for the Useful Life of a Collection Vehicle

Equipment Costs	\$180,000	\$230,000
Fuel	\$45,373	\$83,940
Labor	\$481,487	\$253,938
Maintenance	\$143,913	\$187,087
Workers Comp, avg cost	\$66,654	\$16,664
Supplies	\$10,070	\$5,035
Increased Efficiency/Capacity		(\$156,716)
7-year total	\$927,497	\$619,948

Therefore for the six fully automated trucks in the recommended FY 2012 budget, the City could realize a savings of more than \$1.8 million over the life of the collection vehicles. The primary savings comes from the elimination of one staffer (wages, benefits, supplies) and increased capacity of the fully-automated trucks. Simply put, we can collect more households per day with fewer employees using the fully automated trucks.

Additionally, as with any change or clarification in service, staff will need to work with citizens to explain the changes. If the changes are approved by City Council, staff will develop an information campaign to share with citizens.

Finally, not all neighborhoods are suitable for use of the fully automated trucks. As such, we will likely always have need of the semi-automatic trucks.

BUDGET IMPACT:

These changes will reduce the FY 2012 Environmental Services Department budget by approximately \$ 65,014.00 due to the reduction of four solid waste collector employees from January 2012 to July 2012. Since the automated trucks will not be in full service until January 2012, we will not see a full year of savings for the automated trucks until FY 2013.

An estimated \$78,000.00 in revenues will come from fees for construction debris, set outs and excess bulky pickups.

OPTIONS:

- Adopt the attached ordinance amending various section of Chapter 22, Solid Waste, of the City Code, which are needed to implement the proposed changes.
- Ask staff to review other options.
- Take no action.

RECOMMENDED ACTION:

Adopt the attached ordinance amending various section of Chapter 22, Solid Waste, of the City Code, which are needed to implement the proposed changes.

ATTACHMENTS:

Revised Ordinance

Ordinance amendment document

Sec. 22-10. - Collection routes, schedules and pickup of rollout refuse containers by city.

The solid waste director shall establish collection routes and schedules and may alter these routes and schedules from time to time. The solid waste director may also establish, and revise from time to time, a policy relating to the number of times per week the city will collect solid waste from various classifications of premises and the maximum number of solid waste containers that the city will service on any premises. No owner or occupant of any premises shall prohibit or prevent solid waste services at the premises at the prescribed periodic collection rate.

(1)

City-served curbside collection services will be provided on a day designated for collection by the solid waste director or designee. Solid waste shall not be placed at the curbside prior to dusk of the day preceding the scheduled collection. The basic curbside service to be provided by the city shall be as provided in [section 22-22](#)

(2)

Special collection services for the physically disabled shall be available as outlined under the solid waste departmental policy. Anyone who is unable, because of a physical disability, hardship, age, or handicap, to roll the container to the curb may receive backdoor service at no cost, upon approval by the solid waste director or designee, who may require additional documentation including, but not limited to, a doctor's certificate as proof thereof; provided there is no one else living in the home that can push the cart curbside.

(3)

[Reserved.]

(4)

In order to collect solid waste, the owner or occupant of each business, or household shall place all solid waste in approved containers and place such solid waste containers within one foot of the curb or edge of the pavement and a minimum of four feet from anything which may interfere with collection on the day scheduled for collection and removal prior to 7:00 a.m. Public notice shall be given of any change of collection day. City collection personnel shall not provide service if denied reasonable access by parked vehicles, equipment, fixed objects, low hanging wires or other obstructions. The following rules shall apply for the removal of solid waste:

a.

No wooden boxes, barrels, or any other wooden receptacle, or any other receptacles except approved containers shall be used for collection of wet or dry garbage or recyclables.

b.

For the purpose of collection, placement of containers will be at ground level, and the use of underground containers will not be permitted except as permitted by the solid waste director.

(5)

Solid waste collection begins at 7:00 a.m. and containers not available for collection on the scheduled day will not be collected until the next regularly scheduled day. Containers shall be removed from the curb the day that they are serviced and shall not be stored in front of a dwelling or commercial establishment, or otherwise in front of the building line closest to the street. Any variations from these requirements requires the approval of the solid waste director or designee. Failure to remove the container from the curb the day that the container is serviced is deemed in violation of this section, which shall result in the following:

a.

As a result of a first violation, written warning of such violation shall be issued to the owner, occupant, lessor, lessee, or person in charge of the premises where the container is located with no monetary penalty being imposed;

b.

Any second or subsequent violations shall subject the offender to a civil penalty in accordance with the fee and penalty schedule as approved by city council. Such civil penalty shall be recovered by the city in a civil action in the nature of a debt if the offender does not pay the penalty within the time prescribed in subsection (c) of this section.

c.

In the case of a second or subsequent violation of this section, a written citation shall be issued to the owners, occupant, lessor, lessee or person in charge of the premises where the containers are located, stating the amount of the penalty and that the penalty is to be paid to the finance director, City Hall, 433 Hay Street, Fayetteville, North Carolina, within five days. If the penalty is not paid within the time prescribed, the city may initiate a civil action in the nature of a debt and recover the sum of the penalty plus the costs of the action.

d.

Each and every day's violation of any provision of this section after the first violation shall constitute a separate and distinct offense.

(6)

The solid waste director or designee shall determine that area considered to be the curb as it relates to the refuse collection pickup point.

(7)

Spilled materials or overflow not caused by city collection crews shall be cleaned up immediately after such spillage or overflow by the property owner or occupant. Spilled solid waste materials caused by city collection crews shall be cleaned up immediately after such spillage occurs by such crew.

(8)

Yard waste containerization requirements and collection services.

a.

Yard waste collection shall be provided only to single-family residential units as approved by the solid waste director or designee.

b.

Yard wastes shall be separated from all other refuse prior to collection. Collection forces shall collect yard waste that is customarily and reasonably associated with the residential unit served so long as it is properly prepared or containerized and in compliance with these regulations.

c.

In order to collect yard waste, the owner or occupant of each business, or household shall place all yard waste within 5 feet of the curb for collection by the City.

1.

Grass clippings, small shrubbery clippings, leaves, and other small lawn debris shall be collected at the curbside provided that they are placed in plastic bags or other approved containers for collection. If plastic bags are used, such bags shall be in good condition, and of such size and weight that, when full, do not weigh more than 50 pounds each and are such that one individual can pick up each bag, one at a time, for disposal. Plastic bags shall be secured at the top when placed at curbside for collection.

2.

City-approved/issued rollout refuse containers may be used for yard trash containerization when doing so does not inhibit proper disposal of household trash. Other approved containers used for yard waste shall have tight-fitting lids, equipped with strong handles, and shall not exceed 32 gallons in

size or 50 pounds in weight when filled. All other yard waste containers shall be furnished by the owner or occupant and be made of metal or plastic for the purpose of solid waste disposal.

3.

Limbs and large shrubbery to be collected by the city on the regularly scheduled yard waste collection day shall be no longer than three feet in length, three inches in diameter, and placed in an orderly manner at the curb. Any items that will not fit in containers must be scheduled for a special pick up. Other yard waste items must be placed in an approved container for regular collection. Arrangements may be made with the solid waste management department for special pickup of materials longer than three feet in length, and/or larger than three inches in diameter, and/or greater than 50 pounds in weight as provided in subsection 22-10(10). A fee as provided in subsection 22-10(10)b. may be charged for this service as approved by the city council.

4.

Additional requirements for bulky pickup. The intent of this section is to provide limited bulky limb and tree debris removal service to residents of the city who pay the solid waste user fee as follows:

i.

A fee shall be charged to the service requester/resident for excess amounts of debris per section 22-25

ii.

There must be a single-family residential unit on the property to qualify for bulky tree and limb removal service;

iii.

Those properties participating in the "farm use program" as listed by the Cumberland County Tax Administrator's Office shall not qualify for bulky tree and limb removal service;

iv.

The solid waste management department shall not collect any tree debris longer than

five feet in length or greater than six inches in diameter;

v.

Bulky pickup service as described herein shall only be provided to single-family residential units;

vi.

Solid waste management department shall charge a fee for each truckload of debris (approximately 20 cubic yards) generated by the owner, occupant, or resident of a residential unit; provided that in no case, will the environmental services department collect yard debris generated by a contractor or person other than the owner, occupant or resident of a residential unit;

vii.

Solid waste management department shall not allow pickup service for vacant or abandoned lots (this is considered land clearing);

viii.

It shall be unlawful for any person to place tree and limb debris so it obstructs traffic or is piled over three feet high. This causes a safety hazard for children;

ix.

It shall be unlawful for any person to place tree and limb debris under trees or near mailboxes and utility boxes;

x.

It shall be unlawful for any person to place tree and limb debris in a place that would obstruct overhead power lines;

xi.

The solid waste management department shall have the authority to take several days to collect excessive loads, based upon other work commitments.

5.

Uncontainerized leaves and pine straw may be collected at the curblane by the city when authorized by the city council or the city manager pursuant to a schedule approved and authorized by the city

council. At all other times not specifically authorized by the city council or city manager, yard waste shall be properly containerized in approved containers.

(9)

Large appliance (white goods) collection. Collection of large appliance (white goods) shall be provided to single-family residential units. Appliance collection shall be provided upon request under the following conditions:

a.

Notification must be made to the solid waste management department prior to the scheduled curbside collection day for refuse.

b.

Appliances shall be placed to the curb by 7:00 a.m. on the collection day from the home from which the appliance was removed in order to assure pick up.

c.

Appliances shall be emptied of their contents.

d.

Refrigerator and freezer doors must be removed or secured to prevent entry by small children.

e.

City collection personnel shall not provide service if denied reasonable access by parked vehicles, equipment, fixed objects, low hanging wires or other obstructions.

f.

Appliances shall not be collected from any single-family or special residential unit engaged in the repair or resale of appliances.

(10)

Bulk trash, including, but not limited to, mattresses, lawnmowers, etc., Bulk trash collection shall be provided to residential units provided notification is made to the solid waste management department prior to the scheduled curbside collection day for bulk trash and under the following conditions:

a.

Bulk trash shall be placed to the curb by 7:00 a.m. on the collection day to assure pickup.

b.

Bulk trash must be separated from all other refuse prior to collection.

c.

All glass in windows, doors, mirrors and other items with large expanses of glass must have the glass removed and where practicable placed in a city-approved container for collection.

d.

All gasoline/fuel must be removed from all lawn equipment prior to collection.

e.

Oxygen tanks and other medical equipment, propane tanks, large oil tanks used for household purposes or batteries from any residentially used premises, etc., shall not be collected by the city.

f.

Furniture and/or mattresses shall be limited to five pieces per collection.

g.

Overflow volumes of wet and dry garbage will not be collected as bulk trash.

h.

Any bulky trash or other items not properly prepared for disposal as provided in this section, and any items that exceed the size indicated by this chapter, will not be collected by the environmental services department.

(11)

Bulk yard waste collection. Collection of uncontainerized bulk yard waste shall be provided to single-family residential units upon request. The solid waste management department shall have the authority to determine the manner, method, and timeframe for collection of bulk yard waste. Bulk yard waste collection shall be provided under the following conditions:

a.

Notification must be made to the solid waste management department to schedule bulk yard waste collection;

b.

The solid waste management department shall charge a fee as set forth in a separate schedule approved by the city council for bulk yard waste that generates either a full truck load of debris or 20 cubic yards of debris;

c.

Those properties in the Cumberland County's Farm Use Program and vacant or abandoned lots shall not qualify for bulk yard waste collection.

(12)

The solid waste director, or designee shall have the authority to require items be prepared for ease of collection and to assure the safety and health of the employees performing the collection task. Bulk yard waste shall not be placed in a pile over three feet high, under trees or near mailboxes and utility boxes, or in a place or manner so as to obstruct traffic or overhead power lines. Any item not prepared properly may be refused for collection.

(13)

All residents requiring special pickups, bulky item pickups, called-in or individually scheduled pickups may be subject to a fee as approved and adopted by the city council.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE
AMENDING VARIOUS SECTIONS OF CHAPTER 22, SOLID WASTE, OF THE CODE
OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA**

BE IT ORDAINED, by the City Council of the City of Fayetteville, North Carolina, that:

Section 1. Subsection 22-10(4), Collection routes, schedules and pickup of rollout refuse containers by city, is amended by deleting at the end of the first sentence the words,

“between the curb or traveled portion of the street and the property line closest to the curb of the premises from which the solid waste container is placed”

and substituting the same with the following:

“within one foot of the curb or edge of the pavement and a minimum of four feet from anything which may interfere with collection”

Section 2. Subsection 22-10(8), Collection routes, schedules and pickup of rollout refuse containers by city, is amended by inserting a new subsection c. as follows:

- c. In order to collect yard waste, the owner or occupant of each business, or household shall place all yard waste within 5 feet of the curb for collection by the City.

Section 3. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code or Ordinances, City of Fayetteville, North Carolina, and the section of this ordinance may be renumbered to accomplish such intention.

Adopted this the 23rd day of May, 2011.

CITY OF FAYETTEVILLE

ANTHONY G. CHAVONNE, Mayor

ATTEST:

JENNIFER PENFIELD, Deputy City Clerk

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: City Clerk's Office
DATE: May 23, 2011
RE: **Monthly Statement of Taxes for April 2011**

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 Tax Administrator for the month of April 2011.

ISSUES:

N/A

BUDGET IMPACT:

N/A

OPTIONS:

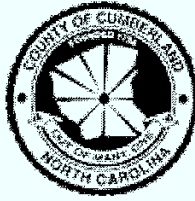
For information only

RECOMMENDED ACTION:

For information only

ATTACHMENTS:

Monthly Statement of Taxes for April 2011




OFFICE OF THE TAX ADMINISTRATOR

117 Dick Street, 5th Floor, New Courthouse • PO Box 449 • Fayetteville, North Carolina • 28302
Phone: 910-678-7507 • Fax: 910-678-7582 • www.co.cumberland.nc.us

MEMORANDUM

TO: Fayetteville City Clerk

FROM: Aaron Donaldson, Tax Administrator 

DATE: May 2, 2011

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 April 2011. 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

Celebrating Our Past....Embracing Our Future

EASTOVER - FALCON - FAYETTEVILLE - GODWIN - HOPE MILLS - LINDEN - SPRING LAKE - STEDMAN - WADE

DATE	REPORT #	REMITTED TO FINANCE	2010 CC	2010 VEHICLE	2010 CC REVIT	2010 VEHICLE REVIT	2010 FVT	2010 TRANSIT	2010 STORM WATER	2010 FAY STORM WATER
04/01/11	2010-197	49,185.45	19,409.07	17,140.62	335.15	0.00	1,968.87	1,968.86	755.41	1,510.85
04/04/11	2010-198	80,779.63	41,687.31	21,409.22	100.66	0.00	2,739.98	2,739.98	1,441.17	2,882.35
04/05/11	2010-199	44,535.66	16,462.94	16,830.13	0.00	0.00	2,297.36	2,297.36	933.57	1,867.16
04/06/11	2010-200	56,085.76	17,296.45	27,197.70	0.00	27.33	3,523.27	3,523.29	538.38	1,076.76
04/07/11	2010-201	35,745.02	9,522.09	18,062.61	0.00	6.26	2,335.00	2,335.00	267.69	535.38
04/08/11	2010-202	36,773.89	12,332.76	16,140.25	0.00	0.30	2,150.00	2,150.00	285.77	571.53
04/11/11	2010-203	64,221.84	22,157.70	27,258.11	0.00	21.41	3,489.35	3,489.35	927.58	1,855.15
04/12/11	2010-204	35,587.63	18,942.79	9,856.13	0.00	0.00	1,366.50	1,366.50	261.21	522.43
04/13/11	2010-205	31,940.91	10,310.30	13,078.81	12.33	44.99	1,800.00	1,800.00	237.86	475.73
04/14/11	2010-206	47,475.12	25,987.75	11,016.21	0.00	0.60	1,323.82	1,323.81	835.31	1,670.61
04/15/11	2010-207	73,695.15	36,265.33	22,148.21	0.00	5.44	2,910.00	2,910.00	1,061.18	2,122.35
04/18/11	2010-208	45,801.12	15,071.82	21,709.97	0.00	40.18	2,331.26	2,331.25	293.08	586.16
04/19/11	2010-209	24,111.40	7,291.26	9,840.34	0.00	0.00	1,145.00	1,145.00	205.56	411.11
04/20/11	2010-210	27,831.24	12,156.44	9,555.69	0.00	1.34	1,233.37	1,233.34	384.00	768.00
04/21/11	2010-211	21,703.56	9,883.53	6,671.37	0.00	0.30	805.00	805.00	303.62	607.24
04/22/11	2010-212	HOLIDAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04/25/11	2010-213	67,231.19	22,981.37	30,088.68	293.03	20.04	3,198.59	3,198.59	694.25	1,388.51
04/26/11	2010-214	22,877.72	7,011.89	8,182.41	164.93	19.00	854.67	854.67	130.76	261.51
04/27/11	2010-215	33,444.87	12,418.10	12,735.60	0.00	26.78	1,567.95	1,567.96	216.05	432.10
04/28/11	2010-216	35,395.81	16,951.31	13,038.99	0.00	0.00	1,436.29	1,436.30	221.58	443.15
04/29/11	2010-217	57,614.44	22,991.64	22,610.79	0.00	0.52	2,661.75	2,661.75	532.32	1,064.64
TOTALS		892,037.41	357,131.85	334,571.84	906.10	214.49	41,138.03	41,138.01	10,526.35	21,052.72

TRUE

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

FVT: FAYETTEVILLE VEHICLE TAX (\$5.00)

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FAYETTEVILLE MACC LEDGER
2000-2010

2007 VEH REVIT	2007 FVT	2007 STORM WATER	2007 FAY STORM WATER	2007 ANNEX	2006 & PRIOR CC	2006 & PRIOR VEH	2006 & PRIOR CC REVIT	2006 & PRIOR VEH REVIT	2006 & PRIOR FVT	2006 & PRIOR STORM WATER	2006 ANNEX
0.00	25.00	0.00	0.00	0.00	50.99	65.80	0.00	0.00	10.00	3.94	0.00
0.00	15.00	24.00	48.00	0.00	18.79	250.62	0.00	0.00	52.33	0.00	0.00
0.00	5.00	0.00	0.00	0.00	28.27	78.01	0.00	0.00	15.00	0.00	0.00
0.00	(10.00)	0.00	0.00	0.00	0.00	(118.29)	0.00	0.00	0.00	0.00	0.00
0.00	5.00	0.00	0.00	0.00	0.00	17.32	0.00	0.00	5.00	0.00	0.00
0.00	10.00	0.00	0.00	0.00	0.00	25.77	0.00	0.00	0.00	0.00	0.00
0.00	15.00	0.00	0.00	0.00	31.65	135.90	0.00	0.00	35.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	36.47	0.00	0.00	10.00	0.00	0.00
0.00	30.00	0.00	0.00	0.00	26.29	98.93	0.00	0.00	27.67	0.00	0.00
0.00	5.00	0.00	0.00	0.00	0.00	98.50	0.00	0.00	15.00	0.00	0.00
0.00	10.00	0.00	0.00	0.00	0.00	62.33	0.00	0.00	30.00	0.00	0.00
0.00	20.00	0.00	0.00	0.00	18.80	76.01	0.00	0.00	21.26	0.00	0.00
0.00	5.00	0.00	0.00	0.00	36.41	34.48	0.00	0.00	10.00	0.00	0.00
0.00	5.00	0.00	0.00	0.00	25.02	42.87	0.00	0.00	15.00	0.00	0.00
0.00	10.00	0.00	0.00	0.00	16.29	68.64	0.00	0.00	10.00	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	15.00	0.00	0.00	0.00	18.79	44.93	0.00	0.00	3.74	0.00	0.00
0.00	15.00	24.00	48.00	0.00	346.76	345.27	0.00	0.00	45.43	12.00	21.60
0.00	20.00	0.00	0.00	0.00	0.00	41.30	0.00	0.00	34.38	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	60.50	0.00	0.00	10.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	133.68	0.00	0.00	18.04	0.08	0.00
0.00	200.00	48.00	96.00	0.00	618.06	1,599.04	0.00	0.00	367.85	16.02	21.60

FAYETTEVILLE MACC LEDGER

2000-2010

APRIL 2011

INTEREST	REVIT INTEREST	STORM WATER INTEREST	FAY STORM WATER INTEREST	ANNEX INTEREST	FAY RECYCLE INTEREST	TOTAL TAX & INTEREST
1,910.67	19.34	35.96	70.17	0.00	70.82	49,185.45
2,941.70	3.57	72.71	145.40	0.00	95.51	80,779.63
1,355.90	0.00	20.18	40.37	0.00	48.31	44,535.66
1,341.47	0.46	23.82	47.63	0.00	52.78	56,085.76
888.47	0.26	11.43	22.88	0.00	39.55	35,745.02
1,168.31	0.00	15.26	30.53	0.00	54.24	36,773.89
1,895.73	0.00	39.32	78.65	0.00	55.08	64,221.84
1,199.53	0.00	11.15	22.31	0.00	28.07	35,587.63
1,328.54	16.68	11.52	23.01	0.00	25.21	31,940.91
1,857.06	0.02	39.53	79.05	0.00	52.47	47,475.12
2,248.45	0.02	45.15	90.29	0.00	111.90	73,695.15
1,266.03	0.26	13.23	26.55	0.00	37.15	45,801.12
801.52	0.00	9.94	19.88	0.00	29.52	24,111.40
902.48	0.00	16.38	32.81	0.00	19.66	27,831.24
680.62	0.00	12.95	25.83	0.00	44.19	21,703.56
0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,610.95	9.05	34.58	63.75	0.00	81.47	67,231.19
1,114.79	7.05	26.26	38.97	2.56	42.28	22,877.72
1,162.08	0.00	12.94	25.93	0.00	39.46	33,444.87
870.33	0.00	9.46	18.93	0.00	21.92	35,395.81
1,781.38	0.04	25.95	51.89	0.00	59.24	57,614.44
28,326.01	56.75	487.72	954.83	2.56	1,008.83	892,037.41

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