



FAYETTEVILLE CITY COUNCIL  
AGENDA  
JANUARY 9, 2012  
7:00 P.M.  
City Hall Council Chambers

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**1.0 CALL TO ORDER**

**2.0 INVOCATION**

**3.0 PLEDGE OF ALLEGIANCE**

**4.0 APPROVAL OF AGENDA**

**5.0 ANNOUNCEMENTS AND RECOGNITIONS**

5.1 City of Fayetteville American Heart Association and United Way Campaigns.

Presenter(s): Dale Iman, City Manager

**6.0 PUBLIC FORUM**

Each speaker shall have up to 2 minutes to address Council on issues related to the City of Fayetteville. No time will be yielded to any speaker by another speaker. The Public Forum shall last no longer than 15 minutes. The Mayor shall have the discretion to extend the Public Forum up to 30 minutes.

**7.0 CONSENT**

7.1 Approve Meeting Minutes:

November 14, 2011 - Regular Meeting  
November 28, 2011 - Agenda Item Discussion  
December 5, 2011 - Special Meeting

7.2 Budget Ordinance Amendment 2012-7 (Emergency Telephone System Fund)

7.3 Finance - Tax Refunds of Greater Than \$100

7.4 Surplus of a 1994 HME Boardman Fire Pumper and a 1994 Emergency One Sentry Rescue Truck

7.5 Recommendation to Reject all Proposals for: Outsourcing of Environmental Services Waste Collection

7.6 PWC - Bid Recommendation- Annexation Phase V-Project IV, Area 10 East- Arran Hills/Arran Park

7.7 PWC - Bid Recommendation - Interactive Voice Response System

7.8 PWC - Contract Award for Navigate Project

7.9 PWC - Fourth Addendum with New Cingular Wireless PCS, LLC

7.10 PWC-Bid Recommendation - Annexation Phase V-Project IV, Area 11 South - Arran Hills

7.11 PWC - Bid Recommendation - Underground Primary Power Cable

7.12 Award Contract for the Purchase and Installation of a Refurbished Passenger Boarding Bridge, PC Air Unit and Ground Power Unit to serve Gate B4 at the Fayetteville Regional Airport

## **8.0 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.*

8.1 Public Hearing to Consider a Petition Requesting Annexation for A Contiguous Area Known as Fairfield Farms (Sections 4, 5, and 6)- (Petition Submitted by Brolanco Corporation)

Presenter(s): David Nash, Planner II

## **9.0 OTHER ITEMS OF BUSINESS**

9.1 Consideration of the Rental Action Management Program, RAMP, Ordinance

Presenter(s): Doug Hewett, Assistant City Manager

## **10.0 ADMINISTRATIVE REPORTS**

10.1 Monthly Statement of Taxes for November 2011

## 11.0 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 non-public 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**

**January 9, 2012 - 7:00 PM  
COMMUNITY CHANNEL 7**

#### **COUNCIL MEETING WILL BE RE-AIRED**

**January 11, 2012 - 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](mailto:rmcelrath@ci.fay.nc.us), 910-433-1696, or the Office of the City Clerk at [cityclerk@ci.fay.nc.us](mailto: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 City Council  
**FROM:** Dale Iman, City Manager  
**DATE:** January 9, 2012  
**RE:** **City of Fayetteville American Heart Association and United Way Campaigns.**

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**THE QUESTION:**

For informational purposes only.

**RELATIONSHIP TO STRATEGIC PLAN:**

Goal 5 - Greater Community Unity - Pride In Fayetteville

**BACKGROUND:**

Each year, the City of Fayetteville employees support the American Heart Association and United Way campaigns. Both of these worthwhile campaigns provide much needed benefits to our local residents. The City's representative for the American Heart Association, Ms. Kecia Parker and our United Way representative, Ms. Kelly Nicot will be present to provide information regarding our overall contribution to each campaign.

**ISSUES:**

For information purposes only.

**BUDGET IMPACT:**

None at this time.

**OPTIONS:**

For information purposes only.

**RECOMMENDED ACTION:**

For information purposes only.

**CITY COUNCIL ACTION MEMO**

**TO:**

**FROM:**

**DATE:** January 9, 2012

**RE:** Each speaker shall have up to 2 minutes to address Council on issues related to the City of Fayetteville. No time will be yielded to any speaker by another speaker. The Public Forum shall last no longer than 15 minutes. The Mayor shall have the discretion to extend the Public Forum up to 30 minutes.

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**THE QUESTION:**

**RELATIONSHIP TO STRATEGIC PLAN:**

**BACKGROUND:**

**ISSUES:**

**BUDGET IMPACT:**

**OPTIONS:**

**RECOMMENDED ACTION:**

**CITY COUNCIL ACTION MEMO**

**TO:** Mayor and City Council  
**FROM:** Pamela Megill, City Clerk  
**DATE:** January 9, 2012  
**RE: **Approve Meeting Minutes:****  
  
**November 14, 2011 - Regular Meeting**  
**November 28, 2011 - Agenda Item Discussion**  
**December 5, 2011 - Special Meeting**

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**THE QUESTION:**

Should the 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 meetings on the referenced dates 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 minute as presented.

**ATTACHMENTS:**

111411 Regular Meeting Minutes  
112811 Discussion of Agenda Items  
120511 Special

# DRAFT

FAYETTEVILLE CITY COUNCIL  
REGULAR MEETING MINUTES  
CITY HALL COUNCIL CHAMBER  
NOVEMBER 14, 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); Bobby Hurst (District 5); William J. L. Crisp (District 6); Valencia A. Applewhite (District 7); Theodore W. Mohn (District 8); James W. Arp, Jr. (District 9)

Absent: Mayor Pro Tem Darrell J. Haire (District 4)

Others Present: Dale E. Iman, City Manager  
Kristoff Bauer, Assistant City Manager  
Karen M. McDonald, City Attorney  
Brian Meyer, Assistant City Attorney  
Renner Eberlein, Assistant City Attorney  
Scott Shuford, Development Services Director  
Ron McElrath, Human Relations Director  
John Kuhls, Human Resource Development Director  
Tom Bergamine, Chief of Police  
Benjamin Major, Fire Chief  
Rusty Thompson, Interim Engineering and  
Infrastructure Director  
Randy Hume, Transit Director  
Bradley Whited, Airport Director  
Jerry Dietzen, Environmental Services Director  
Victor Sharpe, Community Development Director  
Michael Gibson, Parks and Recreation Director  
Craig Harmon, Planner II  
Rebecca Rogers-Carter, Management Services Manager  
Jennifer Lowe, Public Information Officer  
Douglas Peters, President/CEO, Fayetteville-  
Cumberland County Chamber of Commerce  
Bo Gregory, Director of Economic Development,  
Fayetteville-Cumberland County Chamber of  
Commerce  
Pamela Megill, 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 Elder Jessie McNeil, Head Associate Pastor at Smith Chapel Freewill Baptist Church.

## 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 Hurst moved to approve the agenda with the addition of Item 8.4, Appointment Committee recommendations for appointments to the Airport Commission, Joint Fayetteville-Cumberland County Senior Citizens Advisory Commission, and Stormwater Advisory Board.

SECOND: Council Member Massey

VOTE: UNANIMOUS (9-0)

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### 5.0 ANNOUNCEMENTS AND RECOGNITIONS

Council Member Davy announced the deadline to submit applications to the Village Scholarship Program, which was based on the concept of "Takes a Village to Raise a Child", was November 30, 2011.

Council Member Hurst announced November 15, 2011, had been proclaimed as America Recycles Day, and requested that citizens stop by city hall to take the pledge to recycle.

Mayor Chavonne presented a proclamation to Mr. James Bethea, Basileus (President) Undergraduate Chapter at Fayetteville State University (Delta Gamma); Mr. Kraig Brown, Basileus City of Fayetteville Graduate Chapter (Beta Chi); and Major Chuck Walker, Basileus of the Fort Bragg/Pope Air Force Base (Tau Gamma Gamma), proclaiming November 17, 2011, to be Omega Psi Phi Day in recognition of the 100 years the Omega Psi Phi Fraternity, Incorporation, has been committed to the betterment of the community through its scholarship and social action programs as well as other initiatives.

### 6.0 PUBLIC FORUM

Ms. Deloris Poindexter, 7932 Gaelic Drive, Fayetteville, NC 28306, expressed concerns regarding land she purchased on Fork Road that she was not permitted to develop on.

Mr. Roosevelt Odom, Fayetteville, NC, through a sign language interpreter, stated he was working on establishing a regional center for the deaf and hard of hearing in the City of Fayetteville. He also offered prayers for the victims of the Governor Morehead School.

Mr. Peter Stewart, 125 Dundee Road, Fayetteville, NC 28303, expressed displeasure regarding a warning letter he received from the City in reference to parking his vehicle with off-premise signage and requested the Council remove Article 30-5Z from the Unified Development Ordinance.

Mr. Michael Hodges, 411 Graylyn Place, Fayetteville, NC 28314, requested the Council dismiss the appeal in Superior Court regarding the Board of Adjustment variance on a building permit.

Dr. Anna Hodges, 411 Graylyn Place, Fayetteville, NC 28314, requested the Council cease to appeal the Board of Adjustment variance that was granted for her building on property located on Sandhurst Drive.

Mr. Scott Brown, 409 Chicago Drive, Fayetteville, NC 28306, stated he was one of the engineers and surveyors hired by Mr. and Dr. Hodges to build the medical clinic to be located on Sandhurst Drive and requested the Council dismiss the appeal regarding the Board of Adjustment variance.

Mr. Jackie Hairr, 3077 N. Main Street, Hope Mills, NC 28348, stated he was the builder of Mr. and Dr. Hodges' medical clinic and requested the Council cease and desist on the appeal attempt so he could get back to work.

Mr. Neil Yarborough, attorney representing Mr. and Dr. Hodges, 115 E. Russell Street, Fayetteville, NC 28301, requested the City Council take affirmative action and dismiss the lawsuit the City had filed against the Board of Adjustment decision.

Mr. Clayel Bickers, 306 Oak Ridge Avenue, Fayetteville, NC 28305, requested the Council amend the Unified Development Ordinance regarding the sign standards.

Mr. Charlton Johnson, 334 Park Place, Fayetteville, NC 28305, expressed concerns regarding the potential re-locating or closure of the downtown post office.



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7.0 CONSENT

MOTION: Council Member Bates moved to approve the consent agenda, with the exception of Item 7.18.  
SECOND: Council Member Arp  
VOTE: UNANIMOUS (9-0)

7.1 Airport - Replace Jetbridge B4 and approve Capital Project Ordinance 2012-4 and Budget Ordinance Amendment 2012-5.

The ordinance and amendment appropriated \$489,500.00 for the replacement of Jetbridge B4.

7.2 Community Development - Approval of resolution to renew designation of Urban Progress Zones 1 and 2.

RESOLUTION IN SUPPORT OF URBAN PROGRESS ZONES. RESOLUTION NO. R2011-047.

7.3 Award contract for the Air Carrier Apron Rehabilitation Phase I project to Barnhill Contracting Company, Fayetteville, NC, in the amount of \$4,331,756.50.

Formal bids were received August 4, 2011, as follows:

Barnhill Contracting Company (Fayetteville, NC) ... \$4,331,756.50  
Hinkle Contracting Company, Inc. (Paris, KY) ..... \$4,590,700.50  
WECC, Inc. (Fayetteville, NC) ..... \$4,715,479.00  
Clancy & Theys Construction Co. (Raleigh, NC) ..... \$4,778,438.25

7.4 Award contract for sports lighting for Tokay Athletic Fields and Century Circle Sports Complex to Musco Sports Lighting LLC, High Point, NC, in the amount of \$360,700.00 as allowed by N.C.G.S. § 143-129(e)(6), "sole source exception".

7.5 Adopt a resolution authorizing the lease of space owned by the City of Fayetteville to National Railroad Passenger Corporation.

RESOLUTION AUTHORIZING THE LEASE OF SPACE OWNED BY THE CITY TO NATIONAL RAILROAD PASSENGER CORPORATION. RESOLUTION NO. R2011-048.

7.6 Budget Ordinance Amendment 2012-4 (General Fund).

The amendment appropriated \$46,026.00 to fund the first payment required under the property tax grantback agreement for the construction of the Towers at Wood Valley and \$19,500.00 to fund the implementation of the Study Circles program for the current fiscal year. The source of funding for the amendment was \$65,526.00 appropriated from the General Fund fund balance.

7.7 Budget Ordinance Amendment 2012-6 (Emergency Telephone System Fund).

The amendment appropriated \$69,035.00 from the fund balance in the Emergency Telephone System Fund for the purchase of needed equipment and furniture.

7.8 Capital Project Ordinance 2012-5 (FY 2011 Justice Assistance Grant Program).

The FY 2011 Justice Assistance Program Grant (JAG), totaling 218,773.00, was awarded to the Fayetteville Police Department and Cumberland County Sheriff's Office. The ordinance appropriated the City's share of \$150,830.00 for the JAG Program.

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**7.9 Finance - Capital Project Ordinance Amendment 2012-16 (Sidewalks and Related Improvements).**

The amendment appropriated \$146,176.00 to fund the Hoke Loop Road Safe Routes to School sidewalk project and \$28,400.00 for the local match for the Transit New Freedom Grant for ADA compliant sidewalk improvements.

**7.10 Capital Project Ordinance Amendment 2012-17 (Municipal Transportation Agreements).**

The amendment appropriated \$44,567.00 designated for Municipal Agreement funding approved by City Council on October 10, 2011.

**7.11 Special Revenue Fund Project Ordinance 2012-6 (Cumberland County STARS Adult Drug Treatment Court 2011).**

The ordinance appropriated \$265,285.00 for the 2011 Cumberland County STARS Adult Drug Treatment Court. The funding for the project was a \$197,808.00 grant and a \$67,477.00 local match.

**7.12 Special Revenue Fund Project Ordinance 2012-7 (Cumberland County Domestic Violence Training 2011).**

The ordinance appropriated \$17,224.00 for the 2011 Cumberland County Domestic Violence Training program. The program was funded by a \$12,918.00 grant and a \$4,306.00 local match.

**7.13 Special Revenue Fund Project Ordinance Amendment 2012-4 (Appropriation of Federal Forfeiture and Controlled Substance Tax Funds for Law Enforcement Purposes).**

The amendment appropriated \$184,929.00 in controlled substance tax revenues, federal forfeiture funds, and associated investment income to increase resources for law enforcement purposes.

**7.14 Approval of Municipal Agreement with NCDOT for Safe Routes to School Program for the Hoke Loop Road sidewalk construction.**

**7.15 PWC - Bid recommendation for purchase of water and wastewater chemicals.**

The Public Works Commission approved bid awards for one-year contracts, with the option to extend the contracts for additional one-year period(s) upon agreement of both parties, for the purchase of water and wastewater chemicals. Bids were received September 29, 2011, as follows:

1. Award bid to Southern Ionics, West Point, MS, low bidder, in the amount of \$91,437.50 for the purchase of approximately 875,000 lbs. of sodium bisulfite. Bids were solicited from 24 bidders with 3 bidders responding as follows:

Southern Ionics, Inc. (West Point, MS) .....	\$91,437.50
JCI Jones Chemicals (Charlotte, NC) .....	\$108,500.00
PVS Chemical Solutions (Detroit, MI) .....	\$140,000.00

2. Award bid to Univar USA, Inc., Morrisville, PA, low bidder, in the amount of \$548,550.00 for the purchase of approximately 2,300 tons of 50 percent caustic soda. Bids were solicited from 24 bidders with 5 bidders responding as follows:

Univar USA, Inc. (Morrisville, PA) .....	\$548,550.00
Colonial Chemical Solutions (Savannah, GA) .....	\$561,200.00
Brenntag Southeast (Durham, NC) .....	\$619,137.00
JCI Jones Chemicals (Charlotte, NC) .....	\$650,900.00
Key Chemical (Waxhaw, NC) .....	\$708,400.00

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3. Award bid to Oltrin Solutions, Hamlet, NC, low bidder, in the amount of \$475,500.00 for purchase of approximately 3,000 tons of 15 percent sodium hypochlorite. Bids were solicited from 24 bidders with 2 bidders responding as follows:

Oltrin Solutions (Hamlet, NC) ..... \$475,500.00  
 Univar USA, Inc. (Morrisville, PA) ..... \$482,400.00

- 7.16 PWC - Dark Fiber Use Agreement with LMK Communications, LLC.
- 7.17 Phase 5 Annexation Areas 12 and 13 preliminary assessment resolution.

RESOLUTION AND ORDER TO FILE AND PUBLISH A PRELIMINARY ASSESSMENT RESOLUTION FOR THE EXTENSION OF THE SANITARY SEWER COLLECTION SYSTEM IN ALL OR A PORTION OF THE STREETS WITHIN AREAS 12 AND 13 OF THE PHASE 5 ANNEXATION LISTED ON EXHIBIT "A". RESOLUTION NO. R2011-049.

- 7.18 Pulled for discussion by Council Member Bates.

- 7.19 Stop sign ordinances.

AN ORDINANCE AMENDING CHAPTER 16, MOTOR VEHICLES AND TRAFFIC, OF THE CITY OF FAYETTEVILLE CODE OF ORDINANCES (TRAFFIC SCHEDULE NO. 6 - STOP INTERSECTIONS). ORDINANCE NO. NS2011-013.

- 7.20 Finance - Tax refunds of greater than \$100.00 - October 2011.

<u>Name</u>	<u>Year</u>	<u>Basis</u>	<u>City Refund</u>
Mobley, David L., Sr.	2007-2010	Corrected Assessment	\$ 555.76
Robertson, Daniel Way	2009-2010	Corrected Assessment	222.08
Toyota of Fayetteville	2009-2010	Corrected Assessment	803.44
Total			<u>\$1,581.28</u>

- 7.21 Tax refunds of greater than \$100.00 - September 2011.

<u>Name</u>	<u>Year</u>	<u>Basis</u>	<u>City Refund</u>
Larry's Sausage Company, Inc.	2008-2010	Corrected Assessment	\$999.14
Total			<u>\$999.14</u>

- 7.22 Approve Minutes:

- July 25, 2011 - Regular Meeting
- August 1, 2011 - Work Session
- August 8, 2011 - Discussion of Agenda Items Meeting
- August 8, 2011 - Regular Meeting
- August 17, 2011 - Agenda Briefing
- August 22, 2011 - Regular Meeting
- August 23, 2011 - Special Meeting
- August 25, 2011 - Special Meeting
- August 29, 2011 - Special Meeting

- 7.18 Concurrence of NCDOT rural to municipal speed ordinances.

This item was pulled for discussion by Council Member Bates. He expressed concerns regarding the speed limits in school zones.

Mr. Neil Perry, Interim Traffic Engineer, stated the City had received a memorandum from NCDOT specifying the speed limits within school zones would not be increased.

MUNICIPAL SPEED ORDINANCE. ORDINANCE NO. NS2011-014.

MOTION: Council Member Massey moved to approve with the condition that the NCDOT specifying no increase in school zone speed limits be attached to the ordinance and stated in the official minutes of the meeting.

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

### 8.0 OTHER ITEMS OF BUSINESS

a) Fayetteville-Cumberland County Chamber of Commerce Economic Development Report.

Mr. Bo Gregory, Director of Economic Development, and Mr. Douglas Peters, President/CEO, Fayetteville-Cumberland County Chamber of Commerce, presented this item and gave a power point presentation of the Economic Development Report.

Discussion ensued regarding the Hope VI Business Park, Murchison Road project, and attendance at the AUSA convention.

Mr. Peters reported that the Chamber had exceeded the membership numbers for the last fiscal year and it was the first time in four years the Chamber had been able to do that. In addition, he stated the recent audit disclosed that for the first time in five years the Chamber had made a profit.

Mayor Chavonne stated the City's strategic plan included multiple goals that were reported on quarterly with very specific action items. He stated three of the goals had the Chamber's name on them. He stated that the Murchison Road corridor development was a specific goal identified by the Council and the Council had commissioned the Chamber to work on the project in addition to the Hope IV Business Park development. He stressed the importance of the Chamber working toward the specific goals laid out by the City Council, and requested the Chamber work more closely with City staff should they need further clarification of the expectations.

b) FY 2012 Strategic Plan's Policy and Management Action Agenda - 1st Quarter Report.

Ms. Rebecca Rogers-Carter, Management Services Manager, presented this item and provided an overview of the components of the Fiscal Year 2011-2012 Strategic Plan including a 15-year vision statement, a mission statement, the core values, the 5-year goals, and a 1-year work plan with targets for action. She provided a recap of the targets for action as follows:

Policy Agenda - Top Priority

Park Bond Referendum  
Police Substations Study  
FAST Improvements - Evening Service  
City Funding of Nonprofit Organizations  
Sewer Hookup Acceleration  
Building Demolition Program

Policy Agenda - High Priority

Economic Development Contract with Chamber  
Sign Ordinance  
Street Lighting Ordinance  
Comprehensive Classification and Compensation  
Solid Waste Contracting for Services  
Fayetteville Beautiful Support

Management Agenda - Top Priority

Bragg Boulevard Corridor Development  
Non-Stop Air Service to Washington, D.C.  
Reclaiming Neighborhoods Next Project  
Hope VI Business Park Development  
City Communications Strategy

Management Agenda - High Priority

Limited English Proficiency and Strategy

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Old Days Inn Site Development  
Multi-Modal Transportation Center  
Prince Charles Hotel

Key Management in Progress FY 2012  
Consolidated 911 Operations  
Probationary Rental Occupancy Permit  
North Carolina Veterans Park  
Youth Council  
Festival Park Plaza Building  
Murchison road Corridor Development

Mayor Chavonne inquired when the annual City Council Retreat would be held. Ms. Rogers-Carter responded January 31 through February 4, 2012.

A brief discussion ensued regarding the grant application under a specific program that the Federal Transportation Administration (FTA) had for construction and phase design activities. Mr. Randy Hume, Transit Director, explained the City had received a de-briefing from FTA to show the terms of why the City was not selected to receive the grant.

Council Member Mohn requested this item be brought to a Council work session.

The consensus of Council was to provide a briefing of the FTA grant application item at a future City Council work session.

A discussion period ensued regarding the issue of adequate street lighting in certain areas and neighborhoods.

Council Member Applewhite inquired if there was a plan to identify the areas that were not in compliance with the lighting ordinance. Mr. Dale Iman, City Manager, responded there was no plan in place and explained the City would traditionally look to PWC to assist with that type of project. He stated there would be a funding issue if the lights were increased. He explained there was the initial cost for installation and then there was the question of how to recover those costs. He stated this was a project they would want PWC to develop and provide for Council consideration.

Mr. Rusty Thompson, Interim Engineering and Infrastructure Director, stated that citizens were welcome to contact him if they believed their immediate street lighting was inadequate and an investigation would be conducted.

Mayor Chavonne requested a letter be sent to all street light providers requesting compliance with the street lighting policy. Mr. Thompson agreed a letter with that content could be sent to the street light providers in the City.

A discussion period ensued regarding the cost of installation and an increase in the monthly bill.

Mr. Iman stated this item would be placed on a work session.

An update on the sign ordinance was provided by Mr. Scott Shuford, Chief Development Officer, at the request of Council Member Davy.

### 8.2 Consider adoption of resolution authorizing condemnation to acquire easement for storm drainage improvement project.

Mr. Rusty Thompson, Interim Engineering and Infrastructure Director, presented this item. He stated staff had been unsuccessful in acquiring the needed drainage easement for a drainage improvement project within the Summerhill Subdivision off Fillyaw Road. He stated construction was scheduled to begin soon and the property would need

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to be acquired to avoid delays. He stated the purpose of acquiring the easement was to reroute an existing drainage system. He stated the house was encroaching upon the existing drainage easement and they would not want to cause damage to the residence; therefore, they were relocating the drainage pipes to ensure safety. He stated without approval the project would be delayed. He stated the City would not be able to move forward with the approval of the financing of the above projects without condemnation. He stated several attempts were made to contact the property owner.

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE A CERTAIN EASEMENT (PARCEL NO. 9499-71-9640). RESOLUTION NO. R2011-050.

MOTION: Council Member Bates moved to approve the resolution authorizing condemnation.

SECOND: Council Member Arp

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

### 8.3 Transit Bench and Shelter Update

Mr. Randy Hume, Transit Director, presented this item and provided a power point presentation. He provided background and an update on the installation of the transit benches and shelters. He stated to date there had been 21 shelters and 16 benches installed. He stated progress was being hindered by the following obstacles:

1. ADA standards requiring the installation of a 4 foot by 15 foot concrete pad for new bus stops and a setback of 6 feet from the front of either the bench or shelter, which would require either an encroachment or easement from the adjacent property owners and have been difficult to obtain.
2. Many of the FAST bus routes operated on state-owned highways would require approval by NCDOT and could not be submitted for approval until property owner approval was obtained.
3. Some locations were impacted by other street and sidewalk projects and to avoid duplication or damage to newly installed bus stops during construction, these stops had been delayed until completion of the construction.

Mr. Hume advised to date they had expended \$252,088.00 of the \$326,909.00 budgeted, leaving a balance of \$74,821.00.

Council Member Applewhite expressed concerns regarding trash discarded around the shelters.

A discussion period ensued on possible ways to reduce the cost of installation of the benches and shelters.

Council Member Applewhite requested the ridership be informed of the additional duties staff was tasked with due to trash clean-ups and collections.

Council Member Davy requested a diagram be provided that would detail the location of each bench and shelter.

Council Member Crisp stated that some bus stops would never qualify for a shelter due to right-of-way, limited space, and other issues that would prevent installation of a bench and/or shelter.

### 8.4 Appointment Committee recommendations for appointments to the Airport Commission, Joint Fayetteville-Cumberland County Senior Citizens Advisory Commission, and the Stormwater Advisory Board.

Council member Hurst stated the Appointment Committee met at 5:30 p.m. today to make recommendations for Council approval. He stated the Committee had three vacancies which included the Airport



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Commission, Joint Fayetteville-Cumberland County Senior Citizens Advisory Commission, and Stormwater Advisory Board.

MOTION: Council Member Hurst to approve appointing Mr. Sharm Kutch to the Airport Commission, Ms. Patricia Fairley to the Joint Fayetteville-Cumberland County Senior Citizens Advisory Commission, and Mr. Conrad Hoeing to the Stormwater Advisory Board.

SECOND: Council Member Crisp

VOTE: UNANIMOUS (9-0)

9.0 ADMINISTRATIVE REPORTS

9.1 Review of proposed 2012 City Council meeting dates dalendar.

9.2 Monthly statement of taxes for September 2011.

2011 Taxes .....	\$2,177,006.85
2011 Vehicle .....	338,755.43
2011 Taxes Revit .....	11,093.58
2011 Vehicle Revit .....	381.69
2011 FVT .....	42,060.05
2011 Transit .....	42,060.06
2011 Storm Water .....	108,712.48
2011 Fay Storm Water.....	217,424.64
2011 Fay Recycle Fee .....	107,254.37
2011 Annex.....	0.00
2010 Taxes .....	44,659.19
2010 Vehicle .....	66,008.37
2010 Taxes Revit .....	0.00
2010 Vehicle Revit .....	3.91
2010 FVT .....	9,969.86
2010 Transit .....	9,969.83
2010 Storm Water .....	1,695.66
2010 Fay Storm Water.....	3,391.27
2010 Fay Recycle Fee .....	2,954.94
2010 Annex.....	0.00
2009 Taxes .....	3,468.55
2009 Vehicle .....	3,563.32
2009 Taxes Revit .....	0.00
2009 Vehicle Revit .....	1.94
2009 FVT .....	755.47
2009 Transit .....	755.46
2009 Storm Water .....	226.54
2009 Fay Storm Water.....	453.10
2009 Fay Recycle Fee .....	623.49
2009 Annex.....	0.00
2008 Taxes .....	2,757.94
2008 Vehicle .....	1,391.50
2008 Taxes Revit .....	0.00
2008 Vehicle Revit .....	0.00
2008 FVT .....	260.43
2008 Transit .....	195.42
2008 Storm Water .....	91.92
2008 Fay Storm Water .....	127.31
2008 Fay Recycle .....	222.79
2008 Annex.....	0.00
2007 and Prior Taxes .....	1,551.86
2007 and Prior Vehicle .....	2,403.43
2007 and Prior Taxes Revit .....	0.00
2007 and Prior Vehicle Revit .....	0.00
2007 and Prior FVT .....	459.03
2007 and Prior Storm Water .....	163.75
2007 and Prior Fay Storm Water .....	48.00
2007 and Prior Annex.....	4.59

**DRAFT**

Interest .....	14,209.58
Revit Interest .....	1.15
Storm Water Interest .....	296.91
Fay Storm Water Interest .....	414.52
Annex Interest .....	1.03
Fay Recycle Interest .....	386.96
Fay Transit Interest .....	1,063.41
 Total Tax and Interest .....	 \$3,219,301.58

**10.0 ADJOURNMENT**

There being no further business, the meeting adjourned at 9:15 p.m.

Respectfully submitted,

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PAMELA J. MEGILL  
City Clerk

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ANTHONY G. CHAVONNE  
Mayor

111411



# DRAFT

FAYETTEVILLE CITY COUNCIL  
DISCUSSION OF AGENDA ITEMS MEETING MINUTES  
ST. AVOLD ROOM  
NOVEMBER 28, 2011  
6:00 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) (arrived at 6:35 p.m.); 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); James W. Arp, Jr. (District 9)

Others Present: Dale Iman, City Manager  
Kristoff Bauer, Assistant City Manager  
Karen McDonald, City Attorney  
Brian Meyer, Assistant City Attorney  
Anthony Fox, Parker Poe Adams & Bernstein  
Members of the Press

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

MOTION: Mayor Chavonne moved to go into closed session for consultation with the attorney to preserve the attorney-client privilege.  
SECOND: Council Member Bates  
VOTE: UNANIMOUS (9-0)

The regular session recessed at 6:00 p.m. The regular session reconvened at 6:40 p.m.

MOTION: Council Member Mohn moved to go into open session.  
SECOND: Council Member Arp  
VOTE: UNANIMOUS (10-0)

Mayor Chavonne reviewed the items on the agenda. Various Council members expressed interest in pulling the following items from the consent agenda for additional discussion:

- 5.1 P11-44F. Rezone from SF-6 and SF-10 Single Family to MR-5/C Mixed Residential Conditional Zoning for property east of Murchison Road at Country Club Road (PIN 0429-53-4492). Owned by March Riddle.
- 5.5 Parks and Recreation - Amendment to Ordinance Chapter 2, Administration; Chapter 8, Cemeteries; Chapter 18, Parks and Recreation; and Chapter 24, Streets and Sidewalks.
- 5.11 Rental Action Management Program (RAMP).

Finally, Mayor Chavonne distributed the Council Committee Liaison list for Council members to review.

There being no further business, the meeting adjourned at 6:50 p.m.

Respectfully submitted,

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KAREN M. MCDONALD  
City Attorney

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ANTHONY G. CHAVONNE  
Mayor

112811

# DRAFT

FAYETTEVILLE CITY COUNCIL  
SPECIAL MEETING MINUTES  
CAPE FEAR BOTANICAL GARDENS  
536 N. EASTERN BOULEVARD  
DECEMBER 5, 2011  
7:00 P.M.

Present: Mayor Anthony G. Chavonne

Council Members Keith A. Bates, Sr. (District 1); Kady-Ann Davy (District 2); Robert A. Massey, Jr. (District 3); Darrell J. Haire (District 4); Robert T. Hurst (District 5); William J. L. Crisp (District 6); Valencia A. Applewhite (District 7); Wade Fowler (District 8); Jim Arp (District 9)

Others Present: Dale E. Iman, City Manager  
Doug Hewett, Assistant City Manager  
Kristoff Bauer, Assistant City Manager  
Karen M. McDonald, City Attorney  
Jennifer Lowe, Public Information Officer  
Nathan Walls, Public Information Specialist  
Rebecca Rogers-Carter, Management Services Manager  
Pamela Megill, City Clerk  
Members of the Press

## 1.0 Welcome

Ms. Pamela Megill, City Clerk, welcomed those in attendance.

## 2.0 Posting of the Colors

Major Bruce Daws and members of the Fayetteville Independent Light Infantry performed the posting of the colors followed by the Pledge of Allegiance to the American Flag.

## 3.0 Pledge of Allegiance

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

## 4.0 National Anthem

## 5.0 Invocation

The invocation was offered by Dr. James A. Brice, Jr., Senior Pastor, Covenant Love Church.

Mrs. Patricia B. Politowicz sang the National Anthem.

## 6.0 Administration of Oaths of Office

Mr. Anthony G. Chavonne was sworn in by Ms. Pamela J. Megill, City Clerk.

Mr. Keith A. Bates, Sr., District 1, was sworn in by The Honorable John M. Tyson, Judge, North Carolina Court of Appeals.

Ms. Kady-Ann Davy, District 2, was sworn in by Ms. Mable C. Smith, Notary Public.

Mr. Robert A. Massey, Jr., District 3, was sworn in by The Honorable Gregory A. Weeks, Senior Resident Superior Court Judge.

Mr. Darrell J. Haire, District 4, was sworn in by Ms. Brenda P. Barbour, Notary Public.

Mr. Robert Thomas Hurst, Jr., District 5, was sworn in by The Honorable James Floyd Ammons, Jr., Resident Superior Court Judge.

## DRAFT

Mr. William Joseph Leon Crisp, District 6, was sworn in by Ms. Brenda P. Barbour, Notary Public.

Ms. Valencia A. Applewhite, District 7, was sworn in by Ms. Denise L. Jones, Notary Public.

Mr. Wade Fowler, Jr., District 8, was sworn in by The Honorable John M. Tyson, Judge, North Carolina Court of Appeals.

Mr. James William Arp, Jr., District 9, was sworn in by The Honorable John M. Tyson, Judge, North Carolina Court of Appeals.

### 7.0 Call to Order

Mayor Chavonne called the meeting to order and thanked all in attendance. He stated he and the City Council had a commitment to the citizens of Fayetteville, and asked that all pray for the City, military, and Council and gave thanks for all blessings.

### 8.0 Election of Mayor Pro Tem

Mayor Chavonne called for nominations for the Mayor Pro Tempore position.

**MOTION:** Council Member Hurst nominated Council Member Arp for the position of Mayor Pro Tempore.  
**SECOND:** Council Member Massey  
**VOTE:** PASSED by a vote of 6 in favor (Council Members Chavonne, Hurst, Massey, Bates, Fowler, and Arp) to 4 in opposition (Council Members Davy, Crisp, Haire, and Applewhite)

### 9.0 Adjournment

### 10.0 Retire the Colors

The Fayetteville Independent Light Infantry retired the colors.

There being no further business, the meeting adjourned at 8:04 p.m.

### 11.0 Reception

Following adjournment of the meeting, a reception was held.

Respectfully submitted,

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PAMELA J. MEGILL  
City Clerk

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ANTHONY G. CHAVONNE  
Mayor

120511

**CITY COUNCIL ACTION MEMO**

**TO:** Mayor and Members of City Council  
**FROM:** Lisa Smith, Chief Financial Officer  
**DATE:** January 9, 2012  
**RE:** **Budget Ordinance Amendment 2012-7 (Emergency Telephone System Fund)**

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**THE QUESTION:**

Council is asked to approve this budget ordinance amendment which will appropriate \$266,405 from fund balance in the Emergency Telephone System Fund for the purchase of needed consoles for dispatch equipment.

**RELATIONSHIP TO STRATEGIC PLAN:**

Mission Principle: Financially Sound City Government

**BACKGROUND:**

- The requested purchase of consoles for dispatch equipment is an approved use of restricted emergency telephone system funds.
- This budget ordinance amendment will appropriate \$266,405 from fund balance in the Emergency Telephone System Fund for this purchase.

**ISSUES:**

None

**BUDGET IMPACT:**

As presented above.

**OPTIONS:**

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

**RECOMMENDED ACTION:**

Adopt Budget Ordinance 2012-7 as presented.

**ATTACHMENTS:**

Budget Ordinance Amendment 2012-7

2011-2012 BUDGET ORDINANCE AMENDMENT  
CHANGE 2012-7

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

That the City of Fayetteville Budget Ordinance adopted June 13, 2011 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, 2011, and ending June 30, 2012, to meet the appropriations listed in Section 2.

<u>Item</u>	<u>Listed As</u>	<u>Revision</u>	<u>Revised Amount</u>
<u>Schedule F: Emergency Telephone System Fund</u>			
Fund Balance Appropriation	\$ 144,668	\$ 266,405	\$ 411,073
All Other Emergency Telephone Revenues and OFS	640,496	-	640,496
Total Estimated Emergency Telephone System Fund Revenues and Other Financing Sources	<u>\$ 785,164</u>	<u>\$ 266,405</u>	<u>\$ 1,051,569</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, 2011, and ending June 30, 2012, according to the following schedules:

<u>Item</u>	<u>Listed As</u>	<u>Revision</u>	<u>Revised Amount</u>
<u>Schedule F: Emergency Telephone System Fund</u>			
Total Estimated Emergency Telephone System Fund Expenditures	<u>\$ 785,164</u>	<u>\$ 266,405</u>	<u>\$ 1,051,569</u>

Adopted this 9th day of January, 2012.

**CITY COUNCIL ACTION MEMO**

**TO:** Mayor and Members of City Council  
**FROM:** Lisa Smith, Chief Financial Officer  
**DATE:** January 9, 2012  
**RE:** **Finance - Tax Refunds of Greater Than \$100**

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**THE QUESTION:**

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

**RELATIONSHIP TO STRATEGIC PLAN:**

Not applicable.

**BACKGROUND:**

Approved by the Cumberland County Special Board of Equalization for the month of November, 2011.

**ISSUES:**

None

**BUDGET IMPACT:**

The refund is \$358.47.

**OPTIONS:**

Approve the refund.

**RECOMMENDED ACTION:**

Approve the refund.

**ATTACHMENTS:**

Tax Refunds of Greater Than \$100



January 09, 2012

**MEMORANDUM**

TO: Lisa Smith, Chief Financial Officer

*LP  
N.P.*

FROM: Nancy Peters, Accounts Payable

RE: Tax Refunds of Greater Than \$100

The tax refunds listed below for greater than \$100 were approved by the Cumberland County Special Board of Equalization for the month of November, 2011.

NAME	BILL NO.	YEAR	BASIS	CITY REFUND
BB&T Equipment Finance Corporation	9779641 & 9779624	2007-2010	Listed in Cumberland County in Error	358.47
<b>TOTAL</b>				<b>\$358.47</b>

P.O. Drawer D  
433 Hay Street  
Fayetteville, NC 28302-1746  
FAX (910) 433-1680

## CITY COUNCIL ACTION MEMO

**TO:** Mayor and Members of City Council  
**FROM:** Thomas M. Allen, Asst. Fire Chief  
**DATE:** January 9, 2012  
**RE:** **Surplus of a 1994 HME Boardman Fire Pumper and a 1994 Emergency One Sentry Rescue Truck**

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**THE QUESTION:**

Will council formally approve a 1994 HME Boardman Fire Pumper and a 1994 Emergency One Sentry Rescue Truck as surplus apparatus, enabling each to be sold.

**RELATIONSHIP TO STRATEGIC PLAN:**

- Greater Tax Base Diversity - Strong Local Economy
- More Efficient Government - Effective Service Delivery

**BACKGROUND:**

The department has a 1994 HME Boardman Pumper/Fire Engine that has been replaced. The vehicle, #94/245 with VIN 44KFT4289RWZ17759 is a 17-year old unit with a commercial chassis and cab design. The department maintains commercial cab and chassis designed apparatus for 12 years as a front line unit and then 3 years as a reserve unit. With the replacement unit placed, the 1994 HME Pumper/Fire Engine has been placed in surplus. Our request is to have the pumper/engine and the 1994 Emergency One Sentry Rescue VIN # 44KFT4289RWZ17759 formally listed as surplus enabling them to be sold.

**ISSUES:**

The 1994 HME Boardman Pumper/Fire Engine and the 1994 Emergency One Sentry Rescue has remained in service for 17 years, which is 2 years longer than what we have established in our replacement plan for this type of unit. They have been replaced and put in as surplus status. With no plans for additional service with the Fayetteville Fire/Emergency Management Department, the request is for City Council to formally approve the Engine and Rescue as surplus allowing them to be sold.

**BUDGET IMPACT:**

The anticipated value of the pumper/engine is over \$30,000. There is no negative budgetary impact to the City in the unit being sold.

**OPTIONS:**

- Approval to permit public bid and sale of the 1994 HME Pumper/Fire Engine and Rescue Unit
- Disapproval of request to permit public bid and sale of the 1994 HME Pumper/Fire Engine and Rescue Unit

**RECOMMENDED ACTION:**

Approval to permit public bid and sale of the 1994 HME Pumper/Fire Engine and Rescue Unit.



## CITY COUNCIL ACTION MEMO

**TO:** Mayor and Members of City Council  
**FROM:** Doug Hewett, Assistant City Manager  
**DATE:** January 9, 2012  
**RE:** **Recommendation to Reject all Proposals for: Outsourcing of Environmental Services Waste Collection**

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**THE QUESTION:**

Does outsourcing the City's garbage collection increase government efficiency and ensure continued high quality municipal services for our community?

**RELATIONSHIP TO STRATEGIC PLAN:**

This item supports the City's goal of a More Efficient City Government which seeks to ensure that the City of Fayetteville delivers municipal services in a cost-effective manner with a high level of customer satisfaction. This item is a high policy agenda item and is a target for action in FY 2012.

**BACKGROUND:**

In February 2011, Council tasked City staff with investigating potential savings in outsourcing a portion of the City's garbage collection. Competition with the private sector can sometimes increase government efficiency. But privatization also has risks. Government's role of protecting the public health, safety and wellbeing makes it necessary to ensure that privatization does not place those services beyond the control of the public's representation (elected officials). The City undertook a thorough analysis to determine the effects of outsourcing a portion of the City's garbage collection and presented their findings at the January 3, 2012 Council Work Session.

First, staff developed a Request for Proposal (RFP) from local vendors for the collection of Monday garbage routes.

- > The RFP was developed by the Purchasing Department at PWC, in consultation with the City Attorney's Office, the City Manager's Office and Environmental Services.
- > This proposal was based on the City of Charlotte's managed competition model for waste collection.
- > The current contract with the City holds with Waste Management for curbside recycling was used as a template to ensure similar language and service standards.
- > Performance requirements and service quality was established.
- > Also included in the RFP were elements of policy from other local municipalities that have investigated outsourcing for their garbage collection services.
- > Research with other municipalities indicated that the best practice for beginning an outsourcing program should involve only a portion of the City's service, to allow the City to maintain control. Therefore, the RFP was developed on the basis that a quarter of the City's routes would be considered for outsourcing.
- > PWC received five submissions from local vendors.
- > All of the vendors submitted proposals with a base first year cost per household, and a Consumer Price Index (CPI) inflation allowance that would be assessed each June for a period of four additional years, for a total five year contract.
- > The vendors varying profit structures, retirement and benefit plans, and economies of scale offer explanation of the substantial differences in the submitted proposals.
- > The highest proposal was from Inland Service Corporation with \$9.49 cost per household per household per month (CPHHPM) for the first year. The lowest proposal was submitted by Waste Management of Carolinas, Inc. at \$3.99 CPHHPM for the first year.

Second, City staff developed a thorough cost analysis of the Environmental Services curbside waste collection program to determine the City's current CPHHPM for consideration and comparison with the outside bidders and to determine the human and financial impact for the department should outsourcing be approved.

- > The analysis determined that the CPHHPM under our current service delivery structure which utilizes both the semi-automated and fully-automated trucks is \$3.59.
- > Citywide indirect costs were not included in CPHHPM. (i.e. Finance, HRD, CMO cost allocation).
- > Environmental Services administration costs were not included in the CPHHPM

Summary

If the City entered into an agreement with the lowest bidder, the annual cost would be \$718,200.	\$718,200
The City would then reduce equipment and staff accordingly ("go away costs"), choosing the most inefficient service delivery options to cut, which would further increase overall efficiencies. In this case, it would result in cutting 5 semi-automated trucks and 10 employees.	(\$684,000)
Total resources needed above the current General Fund appropriation	\$34,200

The Environmental Services department can perform the job at the lowest cost to the City, while still maintaining desired service levels and protecting the public interest.

**ISSUES:**

An additional impact of outsourcing:

- > The City's entire service route plan for garbage collection would be revised, potentially changing all residents' service days. Considerable advertisement would be needed to notify all City residents of the change in service, resulting in additional costs to the City and an increase the demand on the City's Call Center. An estimate for \$25,000 in advertising is based on FY 08 route change advertising.
- > The RFP was issued on September 26. The pre-bid conference was held on October 6. The proposals were due October 20.
- > Possible bid award from Council January 9 or 23.

**BUDGET IMPACT:**

Additional budget appropriation of \$34,200 for service provider and \$25,000 for advertising.  
Total \$59,200

**OPTIONS:**

1. Accept the lowest responsive bid from Waste Management for \$3.99 per household per month and authorize the City Manager to do any and all things necessary to execute a service contract consistent with th RFP and Council's direction.
2. Reject all bids at this time, as staff analysis shows the City is able to provide the service more efficiently and economically.

**RECOMMENDED ACTION:**

Reject all bids.

**ATTACHMENTS:**

- Map of Proposed Outsourced Areas
- Financial Summary of Current Waste Collection & Disposal Services
- Solid Waste Collection Disposal Bid Tabulation
- RFP - Solid Waste

**Cost Analysis for 1/4 of the City of Fayetteville Garbage Collection**  
**Services Provided with 3 Semi-Automated Trucks and 2 Fully-automated Trucks and 8 employees**

**General Information**

Proposal:	Customers	15,000	
	Trucks		
Target Start Date: 07/01/12	Needed	5	80

	Quantity FY 2013	Quantity FY 2014	Quantity FY 2015	Quantity FY 2016	Quantity FY 2017		Estimated Total Cost FY 2013	Estimated Total Cost FY 2014	Estimated Total Cost FY 2015	Estimated Total Cost FY 2016	Estimated Total Cost FY 2017
<b>Personnel Semi-Automated</b>						<b>FY12 Base</b>	<b>FY12 Benefits</b>	<b>Assumed inflationary increase</b>		<b>2.5%</b>	
EOII	3	3	3	3	3	\$25,443.00	\$10,537.18	110,639.06	113,405.04	116,240.17	119,146.17
Collector	3	3	3	3	3	\$22,214.40	\$9,978.31	98,992.59	101,467.41	104,004.09	106,604.19
EOII Holiday Overtime	240	240	240	240	240	\$12.23	\$2.12	3,529.37	3,617.60	3,708.04	3,800.74
Collector Holiday Overtime	240	240	240	240	240	\$10.68	\$1.85	3,082.06	3,159.11	3,238.09	3,319.04
<b>Total Salaries</b>								<b>216,243</b>	<b>221,649</b>	<b>227,190</b>	<b>232,870</b>
<b>Personnel Fully-Automated</b>						<b>FY12 Base</b>	<b>FY12 Benefits</b>	<b>Assumed inflationary increase</b>		<b>2.5%</b>	
EOII	2	2	2	2	2	\$25,443.00	\$10,537.18	73,759.38	75,603.36	77,493.44	79,430.78
EOII Holiday Overtime	160	160	160	160	160	\$12.23	\$2.12	2,352.91	2,411.73	2,472.03	2,533.83
<b>Total Salaries</b>								<b>76,112</b>	<b>78,015</b>	<b>79,965</b>	<b>81,965</b>
<b>Operating Semi-Automated</b>						<b>Quantity</b>	<b>Cost Per Unit</b>	<b>Assumed inflationary increase</b>		<b>3.5%</b>	
Vehicle Fuel	3	3	3	3	3	12,597.00		39,113.69	40,482.66	41,899.56	43,366.04
Uniforms	6	6	6	6	6	382.00		2,372.22	2,455.25	2,541.18	2,630.12
Truck Supplies	3	3	3	3	3	50.00		155.25	160.68	166.31	172.13
Truck Maintenance	3	3	3	3	3	31,136.61		96,679.17	100,062.94	103,565.14	107,189.92
<b>Total Operating</b>								<b>138,320</b>	<b>143,162</b>	<b>148,172</b>	<b>153,358</b>
<b>Operating Fully-Automated</b>						<b>Quantity</b>	<b>Cost Per Unit</b>	<b>Assumed inflationary increase</b>		<b>3.5%</b>	
Vehicle Fuel	2	2	2	2	2	22,675.00		46,937.25	48,580.05	50,280.36	52,040.17
Uniforms	2	2	2	2	2	382.00		790.74	818.42	847.06	876.71
Truck Supplies	2	2	2	2	2	50.00		103.50	107.12	110.87	114.75
Truck Maintenance	2	2	2	2	2	31,136.61		64,452.78	66,708.63	69,043.43	71,459.95
<b>Total Operating</b>								<b>112,284</b>	<b>116,214</b>	<b>120,282</b>	<b>124,492</b>
<b>Other</b>						<b>Quantity</b>	<b>For 1/4 of HH Routes</b>	<b>Assumed inflationary increase</b>		<b>3.5%</b>	
Estimated cost for liability damage claims						4,083.85		4,226.78	4,374.72	4,527.84	4,686.31
Liability Insurance Allocation per Vehicle	5	5	5	5	5	138.87		718.63	743.79	769.82	796.76
Liability Insurance Allocation per Employee	8	8	8	8	8	113.03		935.86	968.61	1,002.51	1,037.60
<b>Total Annual Capital Cost Estimate</b>								<b>5,881</b>	<b>6,087</b>	<b>6,300</b>	<b>6,521</b>
<b>Capital</b>						<b>Quantity</b>	<b>Cost Per Unit</b>	<b>Assumed inflationary increase</b>		<b>2.5%</b>	
Avg. Cost Per Semi-Auto Allocated over 10 yrs	3	3	3	3	3	16,917.60		52,021.62	53,322.16	54,655.21	56,021.59
Avg. Cost Per Fully-Auto Allocated over 10 yrs	2	2	2	2	2	22,129.40		45,365.27	46,499.40	47,661.89	48,853.43
<b>Total Annual Capital Cost Estimate</b>								<b>97,387</b>	<b>99,822</b>	<b>102,317</b>	<b>104,875</b>
<b>Total Estimated Cost Summary</b>											
<b>Estimated Annual Expenditures</b>								<b>646,228</b>	<b>664,949</b>	<b>684,227</b>	<b>704,080</b>
<i>Number of Households</i>	15,000										
<b>Estimated Annual Cost Per Household</b>								<b>43.08</b>	<b>44.33</b>	<b>45.62</b>	<b>46.94</b>
<b>Estimated Monthly Cost Per Household</b>								<b>3.59</b>	<b>3.69</b>	<b>3.80</b>	<b>3.91</b>
<b>Estimate Average Monthly Cost over 5 yr period</b>										<b>3.80</b>	

**PUBLIC WORKS COMMISSION/CITY OF FAYETTEVILLE  
SOLID WASTE COLLECTION AND DISPOSAL SERVICES  
BID DATE: OCTOBER 25, 2011; 5:00 P.M.**

<b>BIDDERS</b>	<b>INSURANCE</b>	<b>5% BID BOND</b>	<b>COST PER HOUSEHOLD PER MONTH</b>	<b>HOURLY RATE FOR ADDITIONAL COLLECTION AND DISPOSAL SERVICES PER HOUR</b>	<b>15,000 HOUSEHOLDS X COST PER HOUSEHOLDS PER MONTH X 12 MONTHS</b>
Waste Industries, LLC 3301 Benson Road Raleigh, NC 27609	✓	✓	\$4.86	\$200.00	\$874,800.00
Waste Management of Carolinas, Inc. 10411 Globe Road Morrisville, NC 27560	✓	✓	\$3.99	\$123.81	\$718,200.00
Republic Services of North Carolina 1220 Commerce Street, SW, Box 1 Conover, NC 28613	✓	✓	\$5.25	\$275.00	\$945,000.00
Inland Service Corporation 8404 E. Gore Boulevard Lawton, Oklahoma 73501	✓	✓	\$9.49		\$1,708,200.00
Advanced Disposal Services Carolinas, LLC 1100 W. Craighead Road Charlotte, NC 28206	✓	✓	\$5.22	\$115.00	\$939,600.00

**CITY OF FAYETTEVILLE  
REQUEST FOR PROPOSALS  
RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES  
GENERAL TERMS AND CONDITIONS**

- 1. SCOPE:** The City of Fayetteville, North Carolina, is seeking proposals from qualified contractors to provide for the collection and disposal of residential solid waste in certain areas of the City. The successful contractor shall be required to provide all supervision, labor, equipment and materials necessary to perform the work in strict accordance with the requirements of this Request for Proposals.
  
- 2. PROPOSAL DUE DATE AND TIME:** Proposals shall be received in the City of Fayetteville/PWC Purchasing Office, PWC Operations Center, 2<sup>nd</sup> floor, 955 Old Wilmington Road, Fayetteville, North Carolina, no later than 5:00 p.m., Thursday, October 20, 2011. Proposals received after the stated date and time will not be considered and will be returned to the bidder unopened.
  
- 3. PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at 10:00 a.m., Thursday, October 6, 2011, in the Environmental Services Conference Room, 455 Grove Street, Fayetteville, North Carolina. Interested bidders are strongly encouraged to attend.
  
- 4. SUBMISSION REQUIREMENTS:** In order to be considered, Proposals shall be submitted in the following manner:
  - Proposals shall be submitted on the forms contained herein, or exact copies thereof.
  - All requested bid amounts shall be filled in (typewritten or ink only).
  - All required information (qualification based requirements) shall be submitted with the bid.
  - Proposals shall be submitted in a sealed opaque envelope plainly marked with the bidder's name, bid title and due date on the front of the envelope.
  - Bids may be mailed to the City/PWC Purchasing Department, c/o Public Works Commission, Attention: Gloria Wrench, Purchasing Manager, P.O. Box 1089, Fayetteville, North Carolina, 28302; or can be delivered in person or by express mail to the City/PWC Purchasing Department, Attention: Gloria Wrench, Purchasing Manager, 955 Old Wilmington Road, Fayetteville, North Carolina 28301. The bidder shall be fully responsible for the timely delivery of their bid. The City or PWC will not be responsible for the late delivery of a bid by mail or express delivery service.
  - Modifications to previously deposited proposals or requests for withdrawal will be acceptable only if delivered in writing, in a sealed envelope, prior to the time and date specified for the receipt of proposals.

- Unit prices quoted in the Proposal shall include overhead and profit and shall be the full compensation for the Contractor's cost (all supervision, labor, equipment and materials) involved in the work.

**5. QUESTIONS OR CLARIFICATIONS:** All questions or requests for clarifications shall be submitted in writing to Gloria Wrench, Purchasing Manager, by fax at (910) 483-1429, or by e-mail to [gloria.wrench@faypwc.com](mailto:gloria.wrench@faypwc.com), no later than 5:00 p.m., Friday, October 7, 2011.

Bidders are expressly prohibited from contacting any City or PWC official or employee associated with this Request for Proposals, except in the manner noted above. Violation of this prohibition may constitute grounds for the immediate disqualification of the bidder.

- 6. ADDENDA:** All changes or clarifications to the specifications will be issued in writing in the form of an Addendum. Any addenda to the specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. It shall be the Bidder's responsibility to ascertain prior to the proposal due date and time, the addenda issued and to ensure that their bid includes any changes thereby required. Verbal clarifications shall not be binding on the City.
- 7. ACCEPTANCE AND REJECTION:** The City of Fayetteville reserves the right to accept or reject any or all proposals; award contract in the best interest of the City; and waive all informalities concerning bid. Proposals may be rejected if they show any omission, alteration of form, additions not called for, conditional bid, or any irregularities of any kind.
- 8. WITHDRAWAL OF PROPOSAL:** Proposals will be examined promptly after opening and an award will be made at the earliest possible date. No proposals may be withdrawn for a period of ninety (90) calendar days after the date stated for receipt of proposals.
- 9. BID BOND:** Each Proposal must be accompanied by a cash deposit, certified check or cashier's check drawn upon a bank insured by the Federal Deposit Insurance Corporation, payable to the City of Fayetteville in an amount equal to five percent (5%) of the total aggregate amount of the bid or bids, as a guarantee that the Contract will be entered into if awarded to the Bidder and that the bond will be executed. In lieu thereof, a bid bond in the amount of five percent (5%) of the total bid, may be submitted. Bid Bonds shall be conditioned that the Surety will upon demand, forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract within ten (10) days after the award as required by law.

Bidders are cautioned to advise their Surety representatives who prepare the bid bond that the North Carolina form must be used. Failure to submit on this form may cause the bid to be declared non-responsive.

**10. PERFORMANCE AND PAYMENT BONDS:** The Contractor, at the time of the execution of the Contract, shall be required to submit a Performance Bond and Labor and Material Payment Bond, each in the amount of 100% of the first year contract price, as security for the faithful performance of this Contract and as security for the payment of all persons performing labor and furnishing materials and equipment in connection with this Contract, in accordance with N.C.G.S. Chapter 44A, Article 3.

The corporate surety furnishing the bonds shall be authorized to do business in the state of North Carolina, and shall be acceptable to the City. Attorney's-in-fact who sign Performance and Payment Bonds shall file with each bond a certified and effectively dated copy of their power of attorney.

In all Performance and Payment Bonds, the provision that no suit, action, or proceeding by reason of any default whatsoever shall be brought on this Bond after a specified number of months shall be fixed at twelve (12) months. The face value of the Bond shall be one-hundred percent (100%) of the first year Contract amount for a period of twelve (12) months following the day when the last of the labor was performed, or equipment was furnished, or final settlement was made with the Contractor, whichever occurs last.

The Contractor shall pay all premiums chargeable for the bonds. The bonds shall be valid and non-cancellable for the period of the Contract and shall be renewed annually upon contract renewal or extension

Whenever the Surety or Sureties on the bond so furnished shall be deemed by the City to be insufficient or unsatisfactory, the Contractor, within ten (10) days after notice to that effect, shall furnish and deliver a new bond to the City in the same penalty and on the same conditions with Surety satisfactory to the City and this duty shall continue on the part of the Contractor, whenever and so often as the City shall require a new bond with a satisfactory Surety or Sureties. If the Contractor shall fail to furnish such bond, within ten (10) days after said notice is mailed to his address, the City through its proper agent or agents, may stop all further work under said Contract and complete the unfinished work at the expense of the Contractor.

**11. AWARD OF BID:** The City reserves the right to award bid in the best interest of the City taking into consideration price, bidder experience, qualifications, references, etc.

**12. BID EVALUATION INFORMATION:** In addition to the bid proposal, Contractor shall be required to furnish the following information with their bid:

- Permanent name and address of the place of business.
- The number of regular employees of the organization and length of time the organization has been in business under the present name.
- Qualifications of key employees assigned to the work.
- References for key employees assigned to the work.



- Bonding limits, as well as the name and corporate address of the Surety proposed and the name and address of the responsible local agent.
- The latest financial statement showing assets and liabilities of the company or other information satisfactory to the City.
- A list of all available manpower and equipment.
- A listing of contracts similar in size and scope to the proposed work.
- A complete list of any proposed subcontractors and suppliers.
- A complete list of any pending arbitration or mediation cases or lawsuits. This shall include all arbitration, mediation and lawsuits settled or resolved within the last ten (10) years.
- Copy of current Certificate(s) of Insurance.

The City reserves the right to consider the preceding information, along with cost, in determining the lowest responsive, responsible bidder.

Failure or refusal to furnish any items of information requested by the City shall constitute a basis for disqualification of any Bidder. Should the City adjudge that the apparent low bidder is not the lowest responsible bidder by virtue of the information requested, said apparent low bidder will be so notified.

**13.CONTRACTOR'S RESPONSIBILITY:** Contractor shall remain an independent Contractor and as such shall be responsible for all financial obligations incurred by it while performing the work described herein, including, but not limited to, labor and insurance.

Contractor is notified that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the work shall apply to the contract throughout, and they are deemed to be included in the contract the same though herein.

All supervision, labor, equipment and materials necessary to perform the work in accordance with the City's requirements shall be the sole responsibility of the Contractor.

The Contractor shall be responsible for inspecting the area where the work is to be performed and thoroughly reviewing the specifications provided herein, prior to submitting a bid. No allowances for additional compensation will be made as a result of the work being of a different nature than contemplated by the Contractor.

**14.SAFETY:** Safety in, on, or about the work site is the sole and exclusive responsibility of the Contractor. The Contractor's method of work performance, superintendence of the Contractor's employees, and sequencing of work are also the sole and exclusive responsibility of the Contractor.

**15.INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City and its agents and employees from and against all claims, fines, damages, losses and



expenses, including reasonable attorney's fees, arising out of or resulting from the performance of the work, caused by any act or omission of the Contractor, any subcontractor, and anyone for whose acts any of them may be liable. In cases of concurring fault, each party shall bear his share of the loss.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone of whose acts any of them may be liable, the indemnification obligation under the preceding paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**16.INSURANCE:** The Contractor shall at "all" times during the Contract maintain in full force and effect Employee's Liability, Worker's Compensation, Automotive, Public Liability and Property Damage Insurance, including Contractual Liability. Policy limits and insurers shall be acceptable to the City. Prior to commencement of work under this Contract, the Contractor shall be required to furnish Certificates of Insurance or other evidence satisfactory to the City to show that such insurance has been procured and is in full force. The Certificates shall contain the following express obligation:

"This is to certify the policies of insurance described herein have been issued to the insured for whom this Certificate is executed and are in force at that time. In the event of cancellation or a material change in a policy affecting the certificate holder, no less than thirty (30) days prior written notice shall be given to the Certificate Holders."

For the purpose of this Contract, the Contractor shall carry and maintain the following types of insurance with the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employers' Liability	\$1,000,000
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000

All insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A-IV.

To the extent possible by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

The City shall be included as an additional insured on the aforementioned policies.

**17. WARRANTIES, REPRESENTATIONS AND ADDITIONAL COVENANTS OF THE CONTRACTOR:**

The Contractor shall:

- a. Obtain all of the appropriate governmental licenses and permits (other than the license and permit granted by the Contract) necessary to perform the work described in the attached specifications and shall maintain such licenses and permits at all times during the contract period. The Contractor shall provide the City, or its designee, with a copy of such licenses and permits upon request.
  - b. Comply with all applicable provisions of federal, state, local and OSHA laws, regulations and environmental standards.
  - c. Be responsible for the conduct and discipline of its employees and provide personnel to perform the work described in the specifications with the proper and necessary skills, experience, knowledge and technical training.
  - d. All tools and equipment, without limitation, to be provided by the CONTRACTOR, shall be in good condition and suitable for the work to be performed hereunder, and shall be properly maintained to insure their availability and efficiency in operation.
  - e. Be responsible for paying all applicable taxes required by the City or the State of North Carolina.
- 18. CONTRACT PERIOD:** Contract shall be awarded for a period of sixty (60) months, for the period beginning July 1, 2012 through June 30, 2017, assuming funds are appropriated annually and the performance of the Contractor is satisfactory (per N.C.G.S. 160A-17). Further assuming that the performance of the Contractor is satisfactory to the City, this contract may be mutually extended for two (2) additional two (2) year terms, unless one party gives the other party at least six (6) months prior written notice of its desire to terminate the Contract at the conclusion of the then contract term.

## 19. CONTRACT TERMINATION:

- **Non-Appropriation of Funds** – Payment for services awarded under this Contract are subject to an appropriations of funds by the City Council. In the event a sufficient appropriation of funds is not made available to the City for payment of these services, this Contract shall terminate immediately without further obligation of the City.
- **Termination Without Cause** – The City may terminate this Contract at any time without cause by giving ninety (90) days prior written notice to the Contractor.
- **Termination for Cause** – The City may terminate this Contract if the Contractor fails to fulfill or maintain in a timely and proper manner any other obligations, duties or provisions of, or under the Contract, and fails to cure such default upon thirty (30) days written notice from the City. If the default is not capable of cure within the stated thirty (30) day period, the Contractor shall provide written notice to the City, together with a schedule of cure within fifteen (15) calendar days of the City's notice of default; shall begin action to cure the default within the said thirty (30) calendar days; and shall diligently proceed to cure the default. The City may accept the Contractor's schedule of cure; may make a written demand that the Contractor cure the default within a time period set by the City; or may terminate this Contract at the end of the thirty (30) day cure period if the default remains uncured.
- **Other Termination** – The City reserves the right to terminate this Contract if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency or allows any final judgment for the payment of money to stand against him unsatisfied.

**20. RATE MODIFICATIONS:** The Contractor shall provide and perform all of the work specified herein for the amount indicated on the bid proposal for the first year of the contract period. It is expressly understood that the payment provided for in accordance with the bid proposal shall constitute full and complete payment to the Contractor for all services provided by the Contractor.

The fees or compensation payable to the Contractor for the second and subsequent years of the contract term hereof, shall be adjusted upward or downward to reflect the percentage change in the cost of doing business, as measured by fluctuations in the Municipal Cost Index (MCI), published by the American City & County Magazine or Public Management (PM) Magazine for the preceding twelve (12) month contract period using June of previous year to June of current year timeframe.

**21. PAYMENT:** The Contractor shall invoice the City for services rendered on or about the 25th of the month and the City shall pay the Contractor within 30 days following the end of the month. Such billing and payment shall be based on the rates and

schedules set forth in the Contract Documents. If there are questions regarding the invoice on collection data, payment shall be guaranteed within (30) days of satisfactory resolution. The City of Fayetteville Environmental Services Director and Contractor shall mutually make a verification and agreement of numbers of households billed on a semi-annual basis. If areas are annexed into the City, Contractor is required to service those added units at the same rate as the rest of the Contract. The City will adjust the monthly billing at the effective date of the annexation.

**22. FINANCIAL RESPONSIBILITY:** The Contractor shall furnish a financial statement certified by a Certified Public Accountant, at least annually at the end of each contract year. The City reserves the right to request this information at any time, if deemed to be in the best interest of the City.

**23. ASSIGNMENT:** The Contractor may not assign this agreement or any of its rights, duties or obligations hereunder, or subcontract any of the services to be performed hereunder, without the prior written consent of the City. In the event of an assignment, the assignee shall assume all liabilities and responsibilities specified herein.

**24. CHANGES IN CHARTER AND ORDINANCES OF THE CITY:** Any change in the existing City Charter or any Ordinance of the City shall not affect the validity hereof or alter, modify or amend the obligations or duties of, or the privileges or benefits occurring to the Contractor hereof, provided however, that any changes in the ordinances of the City relating to solid waste collection and disposal, that are applicable throughout the City shall apply also within the Contractor's service area and Contractor's compensation shall be adjusted for any increased or decreased costs resulting from such changes.

**25. EXCLUSIVITY:** This agreement is not to be construed as granting the Contractor the sole or exclusive right to perform the same or similar work for the City, and the City hereby expressly reserves the right to contract with any other party for such services, as it deems necessary and appropriate.

**26. DISPUTE RESOLUTION:**

Operational Disputes: Any dispute regarding the operational performance of the Contract or any interpretation of the Contract shall be submitted in writing to the City's Environmental Services Director. The Environmental Services Director will issue an opinion in writing within thirty (30) days of receipt of such notice. The opinion of the Environmental Services Director may be appealed by the Contractor to the City Manager in writing, within fifteen (15) days from the date of the opinion. The City Manager will render a written decision to the Contractor within thirty (30) days from the date of the appeal. The decision by the City Manager shall be final.



**Contractual Disputes:** If a dispute arises that cannot be resolved by the personnel directly involved, the dispute shall be referred jointly to the responsible area senior management for the Contractor and the City. The senior management shall exercise good faith efforts to settle the dispute within thirty (30) days (or an extended period, if they so agree) from the date of notice to senior management. In the event that the dispute is not resolved within such period, City and Contractor agree that they shall first submit to mediation any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement (or a breach thereof). Such mediation shall be conducted pursuant to The Mediated Settlement Conference Rules of the 12th Judicial District, Superior Court Division, Cumberland County, North Carolina. The Parties shall equally share the costs associated with mediation (e.g., cost of the mediator). If such mediation is unsuccessful in resolving a dispute, then either Party may seek to have the dispute resolved by a court of competent jurisdiction. The Parties agree that each Party shall be liable for its own attorneys' fees and costs.

**27. LIQUIDATED DAMAGES:** Refuse collected from the specified Contract Area shall not be mixed or commingled with refuse from other sources, including solid waste not collected from a City residential address. Only those materials collected from the Contract Area shall be disposed of unless specially authorized by the City. The City reserves the right to monitor the performance of the Contractor's duties, including the routes and collections made, customer reports, trips to designated disposal facilities and other destinations, the content of individual loads or portions of loads disposed of at designated disposal facilities, and the Contractor's records at any time, in order to ensure the Contractor is not disposing of material outside the terms of the Contract. Materials disposed of at designated disposal facilities that are not in accordance with the terms of this Agreement shall be considered a default condition. Upon a determination by the City that Contractor has disposed of materials not in accordance with this Agreement, this will also be deemed a default condition. Accordingly, the Company agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

- The Contractor must physically remove the improperly disposed of materials within four (4) hours of notification by the City;
- Liquidated damages in the amount of five thousand dollars (\$5,000.00) for the first occurrence of improperly disposed of material;
- For each subsequent occurrence at any non-designated location, during the Contract term, one thousand dollars (\$1000.00) will be added to the previous amount paid (second occurrence will equal six thousand dollars (\$6000.00), third occurrence will equal seven thousand dollars (\$7000.00), etc.);
- The Fifth occurrence will be considered a default condition, not amenable to cure by removal of materials and payment of damages; and
- Failure by the Company to physically remove the improperly disposed of materials within four (4) hours of notification by the City shall be considered an additional occurrence and shall be treated accordingly.

Excessive missed collections may be considered a default condition. Accordingly, the Company agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

- The Contractor shall have eight (8) working hours to pick up the missed collection;
- If the Contractor fails to meet the eight (8) working hour cure period, liquidated damages in the amount of two hundred dollars (\$200.00) per occurrence for the first ten (10) occurrences in any thirty (30) day period; and
- Starting with the eleventh (11<sup>th</sup>) missed cure collection in any thirty (30) day period, liquidated damages in the amount of four hundred dollars (\$400.00) per occurrence.

The liquidated damages set forth above are not intended to compensate the City for any damages other than inconvenience and loss of use or delay of the services. The existence or recovery of such liquidated damages shall not preclude the City from recovering other damages which the City can document as being attributable to the above referenced failures, including, but not limited to, the cost of internal staff hours or amounts paid to third parties as a result of such problem or delay.

**28. GOVERNING LAW:** The validity, interpretation, and execution of this Contract and the performance of and right accruing under this Contract are all to be governed by the laws of the State of North Carolina.

**29. NOTICES:** All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

To the City:           City of Fayetteville  
                              433 Hay Street  
                              Fayetteville, NC 28301  
                              Attn: City Manager

To Contractor:       Name  
                              Address  
                              Attention: Representative

**30. EFFECTIVE DATE:** This Contract shall be effective upon execution and collection performance of such Contract shall begin on July 1, 2012.

**31. NONDISCRIMINATION:** The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

**32. ENTIRETY:** This Contract and any Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

**CITY OF FAYETTEVILLE  
REQUEST FOR PROPOSALS  
RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES  
DETAILED SPECIFICATIONS AND CONTRACTING REQUIREMENTS**

**1. DEFINITIONS:**

- 1.01 City - City of Fayetteville, North Carolina, a municipal corporation in the State of North Carolina.
- 1.02 Contract Area- The area within the limits of the City of Fayetteville, indicated by the City to be served by the Contractor as identified by Exhibit A, which is attached to this Agreement and is hereby incorporated by reference and made a part of this Agreement.
- 1.03 Contract Documents - The Request for Proposals, Instructions to Proposers, Proposer's Bid, General Specifications, General Terms and Conditions of Request for Proposals, the Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- 1.04 Contractor - The person, corporation or partnership awarded the contract and performing Solid Waste Materials collection, delivery, and disposal under this Contract.
- 1.05 Designated Disposal Facilities- The Cumberland County Landfill located in Fayetteville, North Carolina, or other facilities designated by the City of Fayetteville or Cumberland County.
- 1.06 Residential Unit -A residential unit shall be all single-family homes, residential complexes of seven or fewer units, located within the Contract Area. This includes only those homes which receive residential garbage service, not commercial cart or dumpster service. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
- 1.07 Solid Waste – Accumulations of Household trash, including but not limited to wet or dry garbage generated by residential units located within the Contract Area.
- 1.08 Solid Waste Container - An approved container shall be a Roll Out Cart Receptacle (preferably Toter or similar) with two (2) wheels and a properly designed axle and fittings, and a top lid that is to remain closed except

when loading refuse, with a body consisting of ninety-six (96) gallons in capacity, constructed of heavy duty plastic and having a strength to store normal household garbage and trash and equipped with proper attachments for hydraulic loading into the Contractor's collection vehicle by the hydraulic lifts affixed to such vehicle body. Carts and/or bins shall be provided by and maintained by the City.

1.09 Solid Waste Collection Services - The curbside collection of Solid Waste Materials within the limits of the City of Fayetteville

2. **SCOPE OF WORK:** The Contractor shall be responsible for providing all supervision, labor, materials and equipment necessary to provide containerized collection of residential solid waste utilizing City provided or approved 96-gallon roll-out carts. This contract shall provide for the pick-up of no more than two (2) containers per residence, one (1) time per week, on a regularly scheduled day or days.
3. **CONTRACT AREA:** Currently, there are an estimated 15,000 customers to be serviced within the desired contract area (See Exhibit "A"), with an estimated annual production of 12,180 tons of residential solid waste.

The City makes no representation as to the reliability of this estimate and Contractor is advised to inspect the area to be serviced prior to submitting their bid. It is expected that Fayetteville could experience significant growth within the next two to five years and the number of collections is expected to expand significantly.

The City reserves the right to add, delete or modify the number of units to be serviced during the term of this contract. Additionally, upon agreement of both parties, additional service areas may be added to this contract at any time during the initial contract period or an extension.

4. **NEW CUSTOMERS:** The City may receive requests for service to additional service locations not originally included in the Contract. Upon receipt of such a request, the City will investigate to determine eligibility for service and thereupon notify the Contractor. If it is determined that the location is eligible for service, the Contractor shall be required to add this location to the appropriate route immediately.

The Contractor shall provide new customers with their initial solid waste container. The City will deliver to the Contractor's facility, a small inventory of



solid waste containers for the Contractor's use and the City will replenish the supply upon notification of depleted inventory by the Contractor. Contractor shall record the serial number of the cart(s) as they are delivered and/or replaced and that information, along with the location address, shall be forwarded to the City.

5. **DISCONTINUATION OF SERVICE:** The Contractor shall discontinue solid waste collection service at a location only as set forth in a written notice to the Contractor from the City. Upon further notification by the City, the Contractor shall resume collection on the next regularly scheduled collection day.
6. **REGULAR COLLECTIONS:** The Contractor shall collect all refuse placed by the curb in rollout containers provided or approved by the City once per week.
7. **SPECIAL COLLECTIONS:** The City may, on occasion, require the Contractor to collect refuse placed for collection in bags or boxes, to the side or vicinity of the rollout container. These collections may be required in the following special situations: 1) new customers or units where rollout containers have not been delivered; 2) the week following Christmas Day.
8. **SPECIAL ACCOMODATIONS:** The Contractor shall provide backyard refuse collection for those individuals identified by the City who are unable to physically place their roll-out container at the curbside. A list of currently known locations is included in this RFP, labeled Exhibit "B". New requests for special accommodations shall be forwarded to the City Environmental Services Director for review. If approved by the City, the Contractor will be notified of the pickup location in time for the next scheduled collection day.
9. **ADDITIONAL (HOURLY) COLLECTION AND DISPOSAL SERVICES:** The Contractor shall submit a unit price for the collection of waste or other materials on an hourly basis for work projects related to extraordinary circumstances such as storm debris cleanup. This work shall require that the Contractor provide a rear loading collection vehicle, driver, and assistant, as well as all overhead and profit incidental to the cost of collecting, removing, hauling and disposing of solid waste materials to a designated facility. Additional work as described herein shall only be performed upon written direction of the Environmental Services Director.
10. **HOURS OF OPERATION:** Collection of residential solid waste shall not begin prior to 7:00 a.m. or continue after 7:00 p.m. of the same day. Exceptions to

these collection hours shall occur only upon the mutual agreement of the City and the Contractor, or when the Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

11. **COLLECTION SCHEDULE:** The City, in consultation with the Contractor, shall determine the day or days of collection. It is the preference of the City to maintain the existing solid waste collection schedule, if possible.
12. **COLLECTION ROUTES:** Collection routes shall be established by the Contractor subject to the approval of the City through its Environmental Services Director. Contractor shall submit a map designating the collection routes to the City for approval and said approval shall not be unreasonably withheld. The Contractor may, from time to time, propose changes to the routes or days of collection. Upon the City's approval of a proposed change, the Contractor shall promptly give written or published notice to the affected service locations.
13. **LOCATION OF CONTAINERS FOR COLLECTION:** Each container shall be placed at curbside for collection by 7:00 a.m. on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled City roadways (including alleys). Containers shall be placed as close to the roadway as practicable without interfering with, or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle.
14. **HOLIDAYS:** The City currently observes the following holidays:

- New Year's Day (1 day)
- Martin Luther King, Jr. Birthday (1 day)
- Good Friday (1 day)
- Memorial Day (1 day)
- Independence Day (1 day) or Veteran's Day (1 day)
- Labor Day (1 day)
- Thanksgiving (1 day)
- Christmas (1 day)

The City shall notify the Contractor of any change in holidays observed by the City. The Contractor may also observe all of the above mentioned holidays by the suspension of collection services on the holiday; however, such suspension in no manner relieves the Contractor of its obligation to provide collection services as specified by the Contract. In order to compensate for missed service due to a holiday, the work schedule shall be adjusted by moving back one or two days or forward one or two days, depending on which day of the week the holiday occurs, to ensure that each scheduled service location receives its normal level of service during the week. Service shall return to a normal work schedule within two (2) days.

The Contractor shall provide notice of the change in service schedule to each individual customer no later than one (1) week in advance of the change.

- 15. REPLACEMENT CONTAINERS/CARTS:** Upon notification by a City resident of a damaged or missing cart, the Contractor shall deliver a replacement cart and retrieve the damaged cart. The Contractor shall deliver the damaged cart to the City's Environmental Services facility at 455 Grove Street, Fayetteville, North Carolina. The City reserves the right to request a credit from, or invoice the Contractor for any damage to carts caused by actions of the Contractor, or its employees, agents, or subcontractors, including, but not limited to, improper removal and/or replacement of carts.
- 16. COMPLAINTS:** All complaints shall be made directly to the Contractor and the Contractor shall respond to all complaints in a prompt and courteous manner. The Contractor shall be equipped with a local or toll free telephone number and as many qualified attendants as may be necessary to receive and process service requests and complaints or receive instructions and directions from the City during the hours of 8:00 a.m. through 5:00 p.m., each and every working day during the term of the contract or any renewal thereafter.

The Contractor shall resolve all complaints within twenty-four (24) hours of receipt. Contractor shall maintain forms or logs indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of the same. All forms or logs shall be made available for City inspection at all times during normal working hours. When a complaint is received on the day preceding a holiday or on a Friday, the complaint shall be serviced and resolved no later than the next working day.

At the City's request, the Contractor shall furnish to the City, by fax or e-mail, each working day, the following information:

- a) A list of residences where no containers were placed at the curb for solid waste collection.

At the City's request, the Contractor shall furnish to the City, by fax or e-mail, on a monthly basis, the following information:

- a) A report of the service locations not served on the regular scheduled service day for the preceding month and the reason service could not be provided.

- b) A report of all complaints received during the preceding month and the resolution of each complaint.

The City reserves the right to require the Contractor to make supervisory contact to resolve a service complaint.

17. **NOTIFICATION:** The City shall notify its citizens of complaint procedures, rates, regulations, and days for scheduled solid waste collection. The Contractor shall notify the citizens of schedule changes related to holidays or inclement weather events. The Contractor shall distribute cart bags/hang tags with information related to schedules and/or other City services up to five (5) times per year.
18. **DOCUMENTATION:** The Contractor shall keep records and submit reports compliant with the City's reporting requirements. These reports will serve as a means to apprise the City's staff of the status of landfill activities and expenditures. The Contractor will also be required to provide certifiable, accurate monthly weight receipts for all materials collected in the program. Weight records shall be kept using a certified scale or as approved by the City. Monthly project reports shall be submitted at the six-month performance meeting.
19. **SOLID WASTE MANAGEMENT ACT DATA SUBMISSION REQUIREMENTS:** The Contractor shall be required to provide the City all data requests deemed necessary by the City in compliance with the reporting requirements of the Solid Waste Management Act of 1989 (SB 111), as amended, or any other Federal or State law or regulation. The Contractor is expected to be thoroughly familiar with the reporting requirements stipulated in such acts.
20. **CONTRACTOR'S PERSONNEL:** The Contractor shall assign a qualified person or persons to be in charge of the operations contracted for and agrees that the information regarding experience shall be furnished to the City upon request. The Contractor's employees shall carry valid operator's licenses for the type of vehicle they are driving. The wages of all employees of the Contractor shall equal or exceed the minimum hourly wages established by law, and no person shall be denied employment by the Contractor for reasons of race, creed, religion, sex or national origin. No Contractor personnel shall use unlawful drugs or have the odor of alcohol upon his breath while providing service under this contract.
- a. City of Fayetteville Personnel. The City has 5 full-time employees who will be impacted by this Contract, and are listed on Attachment B hereto. The

Contractor shall make offers of employment to all said full-time employees pursuant to the following terms and conditions:

- i. Medical clearance/pre-employment physicals. All City employees to be transferred to the Contractor are required to:
  1. Undergo a medical examination by the Contractor's physician who will assess their fitness for performance of required solid waste duties.
  2. Sign a drug testing consent form prior to the required drug screening through urine testing. Individuals refusing to sign the waiver will be eliminated from employment consideration with the Contractor
  3. Persons not passing the medical and/or drug screening requirement will not be offered employment by the Contractor. Any pre-existing worker's compensation claims will remain the obligation of the City
- ii. Driver's license and criminal history reviews. All City employees to be transferred to the Contractor are required to consent to a driver's license and criminal history background check. Employees whose criminal background checks or three-year driving histories do not meet Contractor's standards applicable for all other solid waste personnel will not be offered employment.
- b. Employment status. All City employees who are transferred to the Contractor with one (1) full year of employment or greater shall be granted regular employment status upon transfer to the Contractor. Those employees who have less than one (1) year of employment with the Environmental Services Department will be given credit for the length of time they have been employed in determining their employment status with the Contractor. Upon successful completion of one (1) full year of combined employment with the City and the Contractor and having successfully met all first-year job standards, these individuals will be granted regular employee status with the Contractor.
- c. Date of hire and date in class. Date of hire will be assigned based on original date hired as full-time employee of City. Date in class will be effective date of promotion to position or rank held at time of transfer to Contractor.
- d. Promotions. Promotional eligibility for individuals transferred to the Contractor will be determined in accordance with Contractor's Administrative policies in effect at the time the individual is eligible for promotion
- e. Pay/rank. All employees of the City who are transferred to the Contractor shall be paid a base salary equivalent to their current base salary with the City. Employees transferred to the Contractor shall be transferred at the equivalent rank held by that employee on the date of transfer as long as



that individual has met Contractor's job standards; notwithstanding that the transferee may have held a higher rank prior to transfer. Employees transferred to employment with the Contractor shall be compensated in accordance with established Contractor pay policies. Incentive and specialty pay will be awarded in accordance with Contractor's Administrative Procedures in effect at the time the individual is eligible for such pay

- f. Benefits. Upon the effective date of their transfer to the Contractor, all transferred employees will be entitled to any and all benefits enjoyed by the Contractor's employees in accordance with existing eligibility requirements based upon their established date of hire, as follows:
  - i. Sick leave.
  - ii. Vacation time.
  - iii. Holidays
  - iv. Retirement system.
  - v. Death benefit.
  - vi. Health and dental coverage.
  - vii. Other benefits. Transferred employees will be eligible to participate in all other benefit programs provided to Contractor employees subject to eligibility requirements based upon their dates of hire with the City, to include:
    - a. Cafeteria benefit plan for supplemental insurance coverage and pre-tax health and dental plan contributions.
    - b. Flexible spending accounts for dependent care and unreimbursed medical expenses.
    - c. Deferred compensation plans (401(k) and 457 plans)

21. **CONTRACTOR'S OFFICE:** The Contractor shall maintain an office or such other facilities through which they can be contacted. The office shall be equipped with sufficient telephones and shall have a responsible person in charge from 7:00 a.m. to 5:00 p.m. on regular collection days. In addition, the route supervisor shall have a cellular phone and shall be responsive to complaints or inquiries from City personnel responsible for monitoring this contract.
22. **POINT OF CONTACT:** The Contractor shall provide a point-of-contact who shall be responsible for, and coordinate all contracted activities required by this Contract.
23. **COLLECTION EQUIPMENT:** The Contractor shall provide an adequate number of vehicles necessary to provide the services specified under this Contract. All

vehicles shall be designed for the collection of solid waste materials. The Contractor may use either automated or non-automated collection vehicles. Each collection vehicle shall be equipped with the following:

- a) Two-way communication device.
- b) Operating strobe lights at the rear or top of the cab.
- c) Approved First-Aid Kit.
- d) Approved 2AIOBC Dry Chemical Fire Extinguisher.
- e) Warning flashers.
- f) Warning alarms to indicate movement in reverse.
- g) Signs on the rear of the vehicle that state "**This Vehicle Makes Frequent Stops**".
- h) Equipment necessary to clean up spills (i.e. broom, shovel, etc.).
- i) Wheel chocks
- j) Any other required OSHA, federal or state regulated equipment or accessories.

All vehicles shall be maintained in proper working order and be as clean and free of odor and debris as possible. All vehicles must be clearly identified on both sides with the Contractor's name and telephone number. All vehicles shall comply with DOT and axle weight restrictions. Contractor shall be responsible for ensuring the compliance of its personnel and its vehicles with all of the City of Fayetteville's Code of Ordinances, including but not limited to Chapter 22 Solid Waste. All brake systems and hydraulics on all vehicles shall be properly maintained. Contractor agrees that all vehicles may be subject to inspection by the Environmental Services Department.

- 24. **HAULING:** All solid waste hauled by the Contractor shall be so contained, tied, or enclosed that leaking, spilling or blowing are prevented. The Contractor shall take all reasonable precautions to prevent the leakage of fluid or any other items from Contractor's vehicle and shall immediately clean up any leaking, spilled or blown items, particularly hydraulic fluid or petroleum products.
- 25. **OWNERSHIP:** Title to refuse and dead animals shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a container, or removed by Contractor from a residential unit, whichever occurs last.

**26. DISPOSAL:** The Contractor shall dispose of solid waste material at the Cumberland County landfill located in Fayetteville, or at any other landfill designated and approved by the City's Environmental Services Director, or his designee, and permitted by the State of North Carolina.

**27. CUSTOMER SERVICE REQUIREMENTS:** The Contractor shall provide a high level of customer service and, at a minimum, shall:

- a) Treat all customers with dignity and respect.
- b) Treat customer's property with respect.
- c) Answer questions, comments and complaints from customers in a timely and courteous manner.
- d) Leave containers upright and out of the street and driveway.
- e) Not leave containers in a manner that blocks access to the mailbox or that blocks access to other yard waste or recycling containers
- f) Clean up leaks or spills and pick up any trash dropped from the container or trucks.



**CITY COUNCIL ACTION MEMO**

**TO:** Mayor and Members of Council  
**FROM:** Steven K. Blanchard, PWC CEO/General Manager  
**DATE:** January 9, 2012  
**RE:** **PWC - Bid Recommendation- Annexation Phase V-Project IV, Area 10 East- Arran Hills/Arran Park**

---

**THE QUESTION:**

The Public Works Commission of the City of Fayetteville requests Council approve bid recommendation to award contract for Annexation Phase V-Project IV, Area 10 East-Arran Hills/Arran Park

**RELATIONSHIP TO STRATEGIC PLAN:**

Quality Utility Services

**BACKGROUND:**

The Public Works Commission, during their meeting of December 14, 2011 approved bid recommendation to award contract for Annexation Phase V-Project IV, Area 10 East - Arran Hills/Arran Park to Billy Bill Grading Company, Fayetteville, NC, lowest responsive, responsible bidder in the amount of \$3,233,584.80 and forward to City Council for approval. This item is budgeted in the CIP WS48 - \$3,885,226 (Area 10 was divided into two projects – this is the recommendation for the first section of Area 10). Bids were received November 15, 2011 as follows:

<u>Bidders</u>	<u>Total Cost</u>
Billy Bill Grading Company, Fayetteville, NC	\$3,233,584.80
State Utility Contractors, Monroe, NC	\$3,598,679.29
Triangle Grading & Paving, Burlington, NC	\$4,104,059.67

**ISSUES:**

- Billy Bill Grading will not be using SDBE/MWBE subcontractors for this work; however, upon review of Billy Bill's good faith efforts, staff has verified that they did make a good faith effort to solicit SDBE/MWBE participation in accordance with NCGS 143-128.2.

**BUDGET IMPACT:**

PWC Budgeted Item

**OPTIONS:**

N/A

**RECOMMENDED ACTION:**

Award contract to Billy Bill Grading Company, Fayetteville, NC

**ATTACHMENTS:**

Bid recommendation  
Bid History



**PUBLIC WORKS COMMISSION  
ACTION REQUEST FORM**

**TO:** Steve Blanchard, CEO/General Manager **DATE:** December 7, 2011

**FROM:** Gloria Wrench, Purchasing Manager

.....  
**ACTION REQUESTED:** Award contract for Annexation Phase V – Project IV, Area 10 East – Arran Hills/Arran Park

.....  
**BID/PROJECT NAME:** Annexation Phase V – Project IV, Area 10 East – Arran Hills/Arran Park

**BID DATE:** November 15, 2011 **DEPARTMENT:** Water Resources Engineering

**BUDGET INFORMATION:** CIP WS48 – \$3,885,226 (Area 10 was divided into (2) projects – this is the recommendation for the first section of Area 10.)

.....

BIDDERS	TOTAL COST
<u>Billy Bill Grading Company, Fayetteville, NC</u>	<u>\$3,233,584.80</u>
<u>State Utility Contractors, Monroe, NC</u>	<u>\$3,598,679.29</u>
<u>Triangle Grading &amp; Paving, Burlington, NC</u>	<u>\$4,104,059.67</u>

.....

**AWARD RECOMMENDED TO:** Billy Bill Grading Company, Fayetteville, NC

**BASIS OF AWARD:** Lowest responsive, responsible bidder

**AWARD RECOMMENDED BY:** Water Resources Engineering and Gloria Wrench

.....  
**COMMENTS:** Plans and specifications were requested by nine (9) contractors with four (4) contractors responding. R. D. Braswell Construction Company, Smithfield, NC, submitted the apparent low bid, however upon review of their bid submittal it was determined that they failed to submit a substantial amount of technical evaluation information required in the bid documents. Additionally, R. D. Braswell failed to complete and submit any of the SDBE Compliance Forms and Affidavits, therefore, the bid by R.D. Braswell was determined to be non-responsive. Award is recommended to the lowest responsive, responsible bidder, Billy Bill Grading Company. Billy Bill Grading Company submitted all the required qualification information and upon review, staff has determined they are sufficiently qualified to perform the work.

.....  
**ACTION BY COMMISSION**

**APPROVED** \_\_\_\_\_ **REJECTED** \_\_\_\_\_  
**DATE** \_\_\_\_\_

**ACTION BY COUNCIL**

**APPROVED** \_\_\_\_\_ **REJECTED** \_\_\_\_\_  
**DATE** \_\_\_\_\_

## **BID HISTORY**

### **ANNEXATION PHASE V – PROJECT IV, AREA 10 EAST – ARRAN HILLS/ARRAN PARK BID DATE: NOVEMBER 15, 2011**

#### **Consulting Engineer**

W. K. Dickson

#### **Advertisement**

1. PWC Website 10/20/11 through 11/15/11
2. Greater Diversity News 10/27/11

#### **List of Organizations Notified of Bid**

1. NAACP Fayetteville Branch, Fayetteville, NC
2. NAWIC, Fayetteville, NC
3. N.C. Institute of Minority Economic Development, Durham, NC
4. CRIC, Fayetteville, NC
5. Fayetteville Business & Professional League, Fayetteville, NC
6. SBTDC, Fayetteville, NC
7. FTCC Small Business Center, Fayetteville, NC
8. Fayetteville Area Chamber of Commerce, Fayetteville, NC
9. Carolinas AGC, Fayetteville and Raleigh, NC
10. McGraw Hill/Dodge Reports, Raleigh, NC
11. Hispanic Contractors Association, Raleigh, NC

#### **List of Contractors Requesting Plans and Specifications**

1. Billy Bill Grading, Fayetteville, NC
2. ES&J Enterprises, Autryville, NC
3. R.D. Braswell Construction, Smithfield, NC
4. R.F. Shinn Contractors, Concord, NC
5. Ralph Hodge Contractors, Wilson, NC
6. State Utility Contractors, Monroe, NC
7. T.A. Loving, Goldsboro, NC
8. Triangle Grading & Paving, Burlington, NC
9. Utilities Plus, Inc., Linden, NC

#### **SDBE/MWBE Participation**

Billy Bill Grading will not be using SDBE/MWBE subcontractors for this work; however, upon review of Billy Bill's good faith efforts, staff has verified that they did make a good faith effort to solicit SDBE/MWBE participation in accordance with NCGS 143-128.2.

**CITY COUNCIL ACTION MEMO**

**TO:** Mayor and Members of Council  
**FROM:** Steven K. Blanchard, PWC CEO/General Manager  
**DATE:** January 9, 2012  
**RE:** **PWC - Bid Recommendation - Interactive Voice Response System**

---

**THE QUESTION:**

The Public Works Commission of the City of Fayetteville requests Council approve bid award for purchase of an Interactive Voice Response System.

**RELATIONSHIP TO STRATEGIC PLAN:**

Quality Utility Services

**BACKGROUND:**

The Public Works Commission, during their meeting of December 14, 2011 approved bid recommendation to award bid for purchase of an Interactive Voice Response System to Centurion, Inc., Oldsmar, FL, lowest evaluated bidder in the total amount of \$109,607.00 and forward to City Council for approval. This is a budgeted item in the amount \$266,300. Bids were received June 29, 2011 as follows:

<u>Bidders</u>	<u>Total Cost</u>
Centurion, Inc., Oldsmar, FL	\$109,607.00
Milsoft Utility Solutions, Abilene, TX	\$124,473.00
Vocantas, Ottawa, Ontario, Canada	\$218,867.00
Micro Automation, Centerville, VA	\$390,436.00
Century Link, Fayetteville, NC	\$629,317.13
GetAbby, Pittsburgh, PA	\$798,257.00
*DiRad Technologies, Clifton Park, NY (see comments)	\$ 57,695.00

*Comments: Upon review of the proposal by DiRad Technologies, the lowest apparent bidder, it was determined that DiRad had no prior experience with utility customers, which was of considerable concern to the evaluation team. Centurion is the provider of the current Interactive Voice Response System and staff feels that our familiarity with the system should result in an easier transition to an upgraded IVR system and also require less effort during integration to the new CIS software system.*

**ISSUES:**

The recommended bidder is not classified as SDBE, minority or woman-owned business.

**BUDGET IMPACT:**

PWC Budgeted Item.

**OPTIONS:**

N/A

**RECOMMENDED ACTION:**

Award bid to Centurion, Inc., Oldsmar, FL in the amount of \$109,607.00.

**ATTACHMENTS:**

Bid recommendation

## Bid History

**PUBLIC WORKS COMMISSION  
ACTION REQUEST FORM**

**TO:** Steve Blanchard, CEO/General Manager **DATE:** December 7, 2011

**FROM:** Gloria Wrench, Purchasing Manager

.....  
**ACTION REQUESTED:** Award contract for the purchase of an Interactive Voice Response System  
.....

**BID/PROJECT NAME:** Interactive Voice Response System

**BID DATE:** June 29, 2011 **DEPARTMENT:** Customer Service

**BUDGET INFORMATION:** \$266,300  
.....

BIDDERS	TOTAL COST
<u>Centurion, Inc., Oldsmar, FL</u>	<u>\$109,607.00</u>
<u>Milsoft Utility Solutions, Abilene, TX</u>	<u>\$124,473.00</u>
<u>Vocantas, Ottawa, Ontario, Canada</u>	<u>\$218,867.00</u>
<u>Micro Automation, Centerville, VA</u>	<u>\$390,436.00</u>
<u>Century Link, Fayetteville, NC</u>	<u>\$629,317.13</u>
<u>GetAbby, Pittsburgh, PA</u>	<u>\$798,257.00</u>
<u>*DiRad Technologies, Clifton Park, NY (see comments)</u>	<u>\$ 57,695.00</u>

.....  
**AWARD RECOMMENDED TO:** Centurion, Inc., Oldsmar, FL

**BASIS OF AWARD:** Lowest evaluated bidder

**AWARD RECOMMENDED BY:** Bevan Grice, Barney McClure, Verlene Godwin, Randy Barbee, Jake Jacobstein, RHJ Associates and Gloria Wrench

.....  
**COMMENTS:** Bids were received from seven (7) vendors. After careful consideration by the evaluation committee, staff recommends award to the lowest evaluated bidder, Centurion, Inc. Upon review of the proposal by DiRad Technologies, the lowest apparent bidder, it was determined that DiRad had no prior experience with utility customers, which was of considerable concern to the evaluation team. Centurion is the provider of the current Interactive Voice Response System and staff feels that our familiarity with the system should result in an easier transition to an upgraded IVR system and also require less effort during integration to the new CIS software system.  
.....

.....  
**ACTION BY COMMISSION**

**APPROVED** \_\_\_\_\_ **REJECTED** \_\_\_\_\_  
**DATE** \_\_\_\_\_

**ACTION BY COUNCIL**

**APPROVED** \_\_\_\_\_ **REJECTED** \_\_\_\_\_  
**DATE** \_\_\_\_\_

## **BID HISTORY**

### **INTERACTIVE VOICE RESPONSE SYSTEM**

**BID DATE: JUNE 29, 2011**

#### **Advertisement**

- |    |   |                           |
|----|---|---------------------------|
| 1. | Public Works Commission Website             | 02/15/11 through 06/08/11 |
| 2. | The Fayetteville Observer, Fayetteville, NC | 02/12/11                  |
| 3. | The News & Observer, Raleigh, NC            | 02/14/11                  |
| 4. | The Charlotte Observer, Charlotte, NC       | 02/12/11                  |

#### **List of Organizations Notified of Bid**

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

#### **List of Prospective Bidders**

1. Milsoft Utility Solutions, Abilene, TX
2. Vocantas, Ottawa, Ontario, Canada
3. GetAbby, Pittsburgh, PA
4. DiRad Technologies, Clifton Park, NY
5. Micro Automation, Centerville, VA
6. Centurion, Inc., Oldsmar, FL
7. CenturyLink, Fayetteville, NC

#### **SDBE/MWBE Participation**

Centurion, Inc. is not classified as a SDBE, minority, or woman-owned business.



**CITY COUNCIL ACTION MEMO**

**TO:** Mayor and Members of Council  
**FROM:** Steven K. Blanchard, PWC CEO/General Manager  
**DATE:** January 9, 2012  
**RE:** **PWC - Contract Award for Navlgate Project**

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**THE QUESTION:**

Public Works Commission of the City of Fayetteville requests Council approve contract award for Navlgate Project. The Navlgate Project is a comprehensive IT project to replace Finance, Customer Service, Work and Asset Management Systems.

**RELATIONSHIP TO STRATEGIC PLAN:**

Quality Utility Services

**BACKGROUND:**

The Public Works Commission, during their meeting of December 14, 2011 approved awarding the Navlgate project to Infosys/Oracle, authorized the General Manager to execute contracts not to exceed \$14.5 million and to forward to City Council for approval.

**ISSUES:**

N/A

**BUDGET IMPACT:**

PWC Budgeted Item

**OPTIONS:**

N/A

**RECOMMENDED ACTION:**

Approve awarding contract to Infosys/Oracle for Navlgate Project in the amount not to exceed \$14.5 million.

**ATTACHMENTS:**

Recommendation Letter



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

**PUBLIC WORKS COMMISSION**  
OF THE CITY OF FAYETTEVILLE  
***ELECTRIC & WATER UTILITIES***

955 OLD WILMINGTON RD  
P.O. BOX 1089  
FAYETTEVILLE, NORTH CAROLINA 28302 1089  
TELEPHONE (910) 483-1401  
WWW.FAYPWC.COM

December 5, 2011

**MEMO TO: Steven K. Blanchard, CEO/General Manager**

**FROM: Susan Fritzen, Senior Corporate Development Officer**

**SUBJECT: Agenda Item for December 14, 2011 Commission Meeting**

I would like to request an item be placed on the agenda for the December 14, 2011 Commission meeting to update the Board on the NavIgate project and to make a recommendation to move forward with hiring the team of Infosys/Oracle and forward to City Council for approval.

Additionally, I will be requesting the Board authorize the CEO/General Manager to execute documents with the recommended vendor; Infosys/Oracle.

I will be prepared to present an overview of the proposal submitted by Oracle/Infosys as well as PWC's strategy for the implementation phase of the project.

**CITY COUNCIL ACTION MEMO**

**TO:** Mayor and Members of City Council  
**FROM:** Frank Barrow, PWC Director of Business Planning, Development & Logistics  
**DATE:** January 9, 2012  
**RE:** **PWC - Fourth Addendum with New Cingular Wireless PCS, LLC**

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**THE QUESTION:**

Fourth Addendum and Memorandum of Fourth Addendum for Raleigh Road License Agreement

**RELATIONSHIP TO STRATEGIC PLAN:**

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

**BACKGROUND:**

Public Works Commission entered into a License Agreement with Bell South Carolinas PCS, now New Cingular Wireless PCS, LLC (Cingular), for a monopole location at our Raleigh Road substation site. Cingular would like to extend the agreement for an additional ten years. We are also adding language so that PWC may charge for staff time when having to be at the site when modifications are being made by their contractor.

**ISSUES:**

N/A

**BUDGET IMPACT:**

N/A

**OPTIONS:**

N/A

**RECOMMENDED ACTION:**

Sign the six Fourth Addendums and Memorandums of Fourth Addendum.

**ATTACHMENTS:**

Fourth Addendum  
Memorandum of Fourth Addendum

**FOURTH ADDENDUM  
TO OPTION AND LICENSE AGREEMENT**

This FOURTH ADDENDUM TO OPTION AND LICENSE AGREEMENT ("Fourth Addendum") is made and entered into this 8 day of December, 2011, by and between the PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE (hereinafter called "Licensor") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, and the successor by merger with BellSouth Personal Communications LLC, a Delaware limited liability company, dated December 31, 2004, for itself and as general partner of Bellsouth Carolinas PCS, L.P., a Delaware limited partnership (hereinafter called "Licensee"), with a mailing address of New Cingular Wireless PCS, LLC, 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004.

WITNESSETH

WHEREAS, Licensor and Licensee entered into an Option and License Agreement dated October 14, 1997 (as amended, the "Agreement"), as supplemented and/or amended by that Addendum to Option and License Agreement dated October 14, 1997 ("First Addendum"), notice of which is provided by that Memorandum and Amendment to License recorded in the Cumberland County Register of Deeds ("Registry") in Book 5048, Page 87 ("Second Addendum"), which established the Commencement Date of the Agreement as November 19, 1997; and

WHEREAS, Licensee sublicensed a portion of the License Site (as defined in the Agreement) to Crown Castle South, Inc., a Delaware corporation ("Sublicensee"), by that sublicense dated August 1, 1999 (the "Sublicense") and Licensor consented to the Sublicense by letter dated December 3, 1999; and

WHEREAS, the Agreement was further supplemented and/or amended by that Second Addendum to Option and License Agreement dated March 14, 2001 ("Third Addendum"), notice of which is provided by that Amended Memorandum of License recorded in the Registry in Book 5463, Page 524, in which the parties agreed to extend the term and increased the size of the License Site; and

WHEREAS, Licensor and Licensee have agreed to extend the term of the Agreement for an additional ten (10) years upon expiration of the last renewal term as described below.

NOW THEREFORE, in consideration of the premises and the mutual promises contained in this Fourth Addendum, the parties agree to amend the Agreement as follows:

1. The parties have agreed to extend the Option and License Agreement beyond the current expiration date of November 18, 2017, for two (2) additional renewal periods of five (5) years each.
2. The rent schedule beginning on November 19, 2017 will be as follows:

Andrews Rd., BU811546  
FA 10018675  
PPAB 1864516v2

<u>Term One</u>	<u>Annual Rental</u>	<u>Term Two</u>	<u>Annual Rental</u>
1st year	\$45,255.80	1st year	\$52,463.88
2nd year	\$46,613.47	2nd year	\$54,037.79
3rd year	\$48,011.88	3rd year	\$55,658.93
4th year	\$49,452.23	4th year	\$57,328.69
5th year	\$50,935.80	5th year	\$59,048.55

3. Section 21 of the Agreement is amended by deleting Licensee's notice addresses in their entirety and replacing them with the following:

LICENSEE: New Cingular Wireless PCS, LLC  
 Attn: Network Real Estate Administration  
 Re: Cell Site # 811546; Cell Site Name: Andrews Rd. (NC)  
 Fixed Asset No. 10018675  
 12555 Cingular Way, Suite 1300  
 Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC  
 Attn: AT&T Legal Department  
 Re: Cell Site #811546; Cell Site Name: Andrews Rd. (NC)  
 Fixed Asset No. 10018675  
 1025 Lennox Park Blvd.  
 5th Floor  
 Atlanta, GA 30319-5309

With a copy to: Crown Castle South LLC  
 c/o Crown Castle USA Inc.  
 E. Blake Hawk, General Counsel  
 Attn: Legal Department  
 2000 Corporate Drive  
 Canonsburg, PA 15317-8564

4. The National Electric Safety Code requires that qualified electrical personnel be present inside the substation any time the gate is unlocked. Therefore, for safety purposes, any work performed on the substation premises must be coordinated with the Licensor to have qualified electric substation personnel present to monitor Licensee activity throughout the scope of work.

Typical planned installation and maintenance activities will require a minimum twenty-four (24) hour advance notice. In the case of system critical emergencies, accommodations to have someone at the substation sooner could be arranged on a case by case basis. All substation access requests should be arranged by contacting the dispatch coordinator at the contact information that shall be provided to Licensee and that shall be updated by Licensor any time a change is made to such information. The Licensor will be reimbursed expenses for monitoring the work activity performed by the Licensee at a rate of \$100/hr during normal working hours (7am-3pm) and a rate of \$150/hr for all other times.

Andrews Rd., BU811546  
 FA 10018675  
 PPAB 1864516v2

The Licensee will notify the Licensor of all pre-approved subcontractors authorized to have access to the substation premises. Any subcontractor requesting access to the License Site without pre-approval will not be allowed to enter the License Site.

5. Except as expressly stated and agreed in this <sup>Fourth</sup> ~~Third~~ Addendum, all other terms and conditions of the Agreement, Consent Letter, and the First Addendum, Second Addendum and Third Addendum shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, Licensor and Licensee have executed this Fourth Addendum under seal as of the date first above written.

**LICENSOR:**

**PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE**

ATTEST:

By:  (SEAL)  
Steven K. Blanchard, General Manager

  
Joan Starling, Senior Executive Assistant

**THE CITY OF FAYETTEVILLE**

ATTEST:

By: \_\_\_\_\_ (SEAL)  
Anthony Chavonne, Mayor

\_\_\_\_\_  
Pamela J. Megill, City Clerk

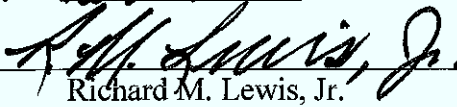
**LICENSEE:**

**NEW CINGULAR WIRELESS PCS, LLC,  
a Delaware limited liability company**

By: AT&T Mobility Corporation,  
a Delaware corporation  
Its: Manager

By:  (SEAL)  
Nellie Jabbari  
Area Manager Real Estate Transactions

APPROVED, as to form this 19<sup>TH</sup> day of December, 2011.

  
Richard M. Lewis, Jr.  
Public Works Commission Attorney

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

 12/20/11

J. Dwight Miller, Chief Financial Officer  
Public Works Commission



Prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Return to:  
Crown Castle  
1220 Augusta, Suite 500  
Houston, TX 77057

NORTH CAROLINA  
CUMBERLAND COUNTY

**MEMORANDUM OF FOURTH ADDENDUM TO OPTION AND LICENSE  
AGREEMENT**

This MEMORANDUM OF FOURTH ADDENDUM TO OPTION AND LICENSE AGREEMENT ("Amended Memorandum") is made and entered into this 8 day of December, 2011 by and between PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE (hereinafter called "Licensor"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, and the successor by merger with BellSouth Personal Communications LLC, a Delaware limited liability company, dated December 31, 2004, for itself and as general partner of Bellsouth Carolinas PCS, L.P., a Delaware limited partnership (hereinafter called "Licensee").

**WITNESSETH**

WHEREAS, WHEREAS, Licensor and Licensee entered into an Option and License Agreement dated October 14, 1997 (as amended, the "Agreement"), as supplemented and/or amended by that Addendum to Option and License Agreement dated October 14, 1997 ("First Addendum"), notice of which is provided by that Memorandum and Amendment to License recorded in the Cumberland County Register of Deeds ("Registry") in Book 5048, Page 87 ("Second Addendum"), which established the Commencement Date of the Agreement as November 19, 1997; and

WHEREAS, Licensee sublicensed a portion of the License Site (as defined in the Agreement) to Crown Castle South Inc., a Delaware corporation ("Sublicensee"), by that

sublicense dated August 1, 1999 (the "Sublicense") and Licensor consented to the Sublicense by letter dated December 3, 1999; and

WHEREAS, the Agreement was further supplemented and/or amended by that Second Addendum to Option and License Agreement dated March 14, 2001 ("Third Addendum"), notice of which is provided by that Amended Memorandum of License recorded in the Registry in Book 5463, Page 524, in which the parties agreed to extend the term and increased the size of the License Site; and

WHEREAS, a Fourth Addendum to Option and License Agreement ("Fourth Addendum") has been executed to reflect the changes as listed below.

NOW THEREFORE, Licensor and Licensee hereby agrees as follows:

1. The parties have agreed to extend the Agreement beyond the current expiration date of November 18, 2017 for two additional renewal periods of five (5) years each, so that if not sooner terminated, the term of the Agreement shall not expire until November 18, 2027; provided that upon expiration of the renewal terms, the Agreement shall automatically renew for one (1)-year terms unless either party provides notice of termination to the other party.
2. Section 21 of the Option and License Agreement has been amended by replacing with the current notice addresses for Licensee.
3. The description of the License Site and Property (as defined in the Agreement) is provided in the Amended Memorandum of License recorded in the Registry in Book 5463, Page 524.

Except as otherwise provided herein, the provisions set forth in the Agreement, as amended, and shall control and are incorporated herein. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Amended Memorandum as of the date first above written.

**LICENSOR:**

**PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE**

ATTEST:

By: Steven K. Blanchard (SEAL)  
Steven K. Blanchard, General Manager

Joan Starling  
Joan Starling, Senior Executive Assistant

STATE OF North Carolina

COUNTY OF Cumberland

I, Venus C Durant, a Notary Public of CUMBERLAND County, State of NORTH CAROLINA, do hereby certify that Joan Starling, ("Signatory") personally appeared before me this day and acknowledged that she is Senior Executive Assistant of the Public Works Commission of the City of Fayetteville, and that by authority duly given and as the act of the Public Works Commission of the City of Fayetteville, the foregoing Memorandum of Fourth Addendum to Option and License Agreement was signed in its name by Steven K. Blanchard, General Manager, sealed with its corporate seal and attested by her as its Senior Executive Assistant, on behalf of the Public Works Commission of the City of Fayetteville.

Witness my hand and official stamp or seal this 28 day of SEPTEMBER, 2011.

Venus C Durant  
Notary Public  
Print Name: Venus C Durant  
My Commission Expires: 10/8/2013

[NOTARY SEAL]

**THE CITY OF FAYETTEVILLE**

**ATTEST:**

By: \_\_\_\_\_ (SEAL) \_\_\_\_\_  
Anthony Chavonne, Mayor Pamela J. Megill, City Clerk

STATE OF  
COUNTY OF

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_  
County, State of \_\_\_\_\_, do hereby certify that ~~Jennifer K. Penfield~~,  
("Signatory") personally appeared before me this day and acknowledged that she is Deputy City  
Clerk of The City of Fayetteville, and that by authority duly given and as the act of The City of  
Fayetteville, the foregoing Memorandum of Fourth Addendum to Option and License Agreement  
was signed in its name by its Anthony Chavonne, Mayor, sealed with its corporate seal and  
attested by her as its Deputy City Clerk, on behalf of The City of Fayetteville.

Witness my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]

**LICENSEE:**

**NEW CINGULAR WIRELESS PCS, LLC,  
a Delaware limited liability company**

By: AT&T Mobility Corporation,  
a Delaware corporation  
Its: Manager

By: *Nellie Jabbari* (SEAL)  
Nellie Jabbari  
Area Manager Real Estate Transactions

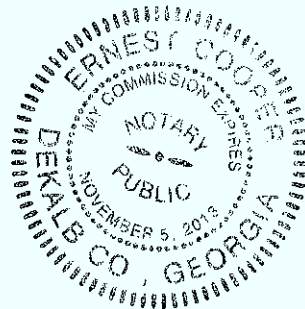
STATE OF Georgia  
COUNTY OF Fulton

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: New Cingular Wireless PCS, LLC, a Delaware limited liability company, by its Manager, AT&T Mobility Corporation, a Delaware corporation, by Nellie Jabbari, its Area Manager Real Estate Transactions.

Date: 12/8/11

By: *Ernest Cooper*  
Print Name: Ernest Cooper  
Notary Public  
My Commission Expires: 11-5-2013

[SEAL OR STAMP]



**CITY COUNCIL ACTION MEMO**

**TO:** Mayor and Members of Council  
**FROM:** Steven K. Blanchard, PWC CEO/General Manager  
**DATE:** January 9, 2012  
**RE:** **PWC-Bid Recommendation - Annexation Phase V-Project IV, Area 11 South - Arran Hills**

---

**THE QUESTION:**

The Public Works Commission of the City of Fayetteville requests Council approve bid recommendation to award contract for Annexation Phase V-Project IV, Area 11 South – Arran Hills.

**RELATIONSHIP TO STRATEGIC PLAN:**

Quality Utility Services

**BACKGROUND:**

The Public Works Commission, during their meeting of December 14, 2011 approved bid recommendation to award contract for Annexation Phase V-Project IV, Area 11 South – Arran Hills to State Utility Contractors, Monroe, NC in the amount of \$2,996,602.50 and forward to City Council for approval. This item is budgeted in the CIP WS48 - \$3,490,726 (Area 11 was divided into two projects- this is the recommendation for the first section of Area 11). Bids were received November 15, 2011 as follows:

<u>Bidders</u>	<u>Total Cost</u>
State Utility Contractors, Monroe, NC	\$2,996,602.50
Triangle Grading & Paving, Burlington, NC	\$3,193,798.25
ES&J Enterprises, Autryville, NC	\$3,233,121.70
*Billy Bill Grading, Fayetteville, NC (see comments below)	\$2,599,846.90

*Comments: Plans and specifications were requested by eight (8) contractors with five (5) contractors responding. Ralph Hodge Construction, Wilson, NC, submitted the apparent low bid, however upon review of their bid submittal it was determined that they failed to submit any of the technical evaluation information required in the bid documents. Additionally, Ralph Hodge Construction failed to complete and submit any of the SDBE Compliance Forms and Affidavits, therefore, the bid by Ralph Hodge was determined to be non-responsive. After disqualification of the bid from Ralph Hodge, staff evaluated the next low bidder, Billy Bill Grading Company. Due to the fact that Billy Bill Grading is being recommended for Area 10 East, staff had concerns as to whether Billy Bill Grading had sufficient resources to handle two (2) concurrent projects of this size. Subsequently, discussions were held with Billy Bill and by mutual agreement it was determined to be in the best interest of PWC, to award this project to the next bidder, State Utility Contractors. Staff has reviewed State Utility Contractors' evaluation information and has determined that they are sufficiently qualified to perform the work.*

**ISSUES:**

State Utility Contractors will use SDBE/MWBE subcontractors for approximately .95% of the work on this project. Upon review of State Utility's good faith efforts, staff has verified that they did make a good faith effort to solicit SDBE/MWBE participation in accordance with NCGS 143-128.2.

**BUDGET IMPACT:**

PWC Budgeted Item

**OPTIONS:**

N/A

**RECOMMENDED ACTION:**

Award Contract to State Utility Contractors, Monroe, NC

**ATTACHMENTS:**

Bid Recommendation

Bid History

**PUBLIC WORKS COMMISSION  
ACTION REQUEST FORM**

**TO:** Steve Blanchard, CEO/General Manager **DATE:** December 7, 2011

**FROM:** Gloria Wrench, Purchasing Manager

.....  
**ACTION REQUESTED:** Award contract for Annexation Phase V – Project IV, Area 11 South – Arran Hills  
.....

**BID/PROJECT NAME:** Annexation Phase V – Project IV, Area 11 South – Arran Hills

**BID DATE:** November 15, 2011 **DEPARTMENT:** Water Resources Engineering

**BUDGET INFORMATION:** CIP WS48 – \$3,490,726 (Area 11 was divided into (2) projects – this is the recommendation for the first section of Area 11.)  
.....

BIDDERS	TOTAL COST
<u>State Utility Contractors, Monroe, NC</u>	<u>\$2,996,602.50</u>
<u>Triangle Grading &amp; Paving, Burlington, NC</u>	<u>\$3,193,798.25</u>
<u>ES&amp;J Enterprises, Autryville, NC</u>	<u>\$3,233,121.70</u>
<u>*Billy Bill Grading, Fayetteville, NC (see comments below)</u>	<u>\$2,599,846.90</u>

.....

**AWARD RECOMMENDED TO:** State Utility Contractors, Monroe, NC

**BASIS OF AWARD:** See comments below

**AWARD RECOMMENDED BY:** Water Resources Engineering and Gloria Wrench  
.....

**COMMENTS:** Plans and specifications were requested by eight (8) contractors with five (5) contractors responding. Ralph Hodge Construction, Wilson, NC, submitted the apparent low bid, however upon review of their bid submittal it was determined that they failed to submit any of the technical evaluation information required in the bid documents. Additionally, Ralph Hodge Construction failed to complete and submit any of the SDBE Compliance Forms and Affidavits, therefore, the bid by Ralph Hodge was determined to be non-responsive. After disqualification of the bid from Ralph Hodge, staff evaluated the next low bidder, Billy Bill Grading Company. Due to the fact that Billy Bill Grading is being recommended for Area 10 East, staff had concerns as to whether Billy Bill Grading had sufficient resources to handle two (2) concurrent projects of this size. Subsequently, discussions were held with Billy Bill and by mutual agreement it was determined to be in the best interest of PWC, to award this project to the next bidder, State Utility Contractors. Staff has reviewed State Utility Contractors' evaluation information and has determined that they are sufficiently qualified to perform the work.  
.....

.....  
**ACTION BY COMMISSION**

**APPROVED** \_\_\_\_\_ **REJECTED** \_\_\_\_\_  
**DATE** \_\_\_\_\_

**ACTION BY COUNCIL**

**APPROVED** \_\_\_\_\_ **REJECTED** \_\_\_\_\_  
**DATE** \_\_\_\_\_



## **BID HISTORY**

### **ANNEXATION PHASE V – PROJECT IV, AREA 11 SOUTH – ARRAN HILLS**

**BID DATE: NOVEMBER 15, 2011**

#### **Consulting Engineer**

Moorman, Kizer & Reitzel, Inc.

#### **Advertisement**

1. PWC Website 10/20/11 through 11/15/11
2. Greater Diversity News 10/27/11

#### **List of Organizations Notified of Bid**

1. NAACP Fayetteville Branch, Fayetteville, NC
2. NAWIC, Fayetteville, NC
3. N.C. Institute of Minority Economic Development, Durham, NC
4. CRIC, Fayetteville, NC
5. Fayetteville Business & Professional League, Fayetteville, NC
6. SBTDC, Fayetteville, NC
7. FTCC Small Business Center, Fayetteville, NC
8. Fayetteville Area Chamber of Commerce, Fayetteville, NC
9. Carolinas AGC, Fayetteville and Raleigh, NC
10. McGraw Hill/Dodge Reports, Raleigh, NC
11. Hispanic Contractors Association, Raleigh, NC

#### **List of Contractors Requesting Plans and Specifications**

1. Billy Bill Grading, Fayetteville, NC
2. ES&J Enterprises, Autryville, NC
3. State Utility Contractors, Monroe, NC
4. TA Loving Co., Goldsboro, NC
5. Step Construction, Lagrange, NC
6. Triangle Grading & Paving, Burlington, NC
7. Utilities Plus, Linden, NC
8. Ralph Hodge Construction, Wilson, NC

#### **SDBE/MWBE Participation**

State Utility Contractors will use SDBE/MWBE subcontractors for approximately .95% of the work on this project. Upon review of State Utility's good faith efforts, staff has verified that they did make a good faith effort to solicit SDBE/MWBE participation in accordance with NCGS 143-128.2.

**CITY COUNCIL ACTION MEMO**

**TO:** Mayor and Members of Council  
**FROM:** Steven K. Blanchard, PWC CEO/General Manager  
**DATE:** January 9, 2012  
**RE:** **PWC - Bid Recommendation - Underground Primary Power Cable**

---

**THE QUESTION:**

The Public Works Commission of the City of Fayetteville requests Council approve bid recommendation for purchase of Underground Primary Power Cable.

**RELATIONSHIP TO STRATEGIC PLAN:**

Quality Utility Services

**BACKGROUND:**

The Public Works Commission, during their meeting of December 14, 2011 approved bid recommendation for purchase of 200,000 feet of 1/0, ALCN, EPR, 25kV, 1/C Underground Primary Power Cable, PWC Stock No. 1-065-501 (with the option to purchase additional quantities within a one-year period) to Stuart C. Irby, Rocky Mount, NC, lowest evaluated bidder in the amount of \$431,000.00 and forward to City Council for approval. Bids were received November 3, 2011 as follows:

<u>Bidders</u>	<u>Total Purchase Price</u>	<u>Eval. Cost Per 1000 Feet</u>
Stuart C. Irby, Rocky Mount, NC	\$431,000.00	\$3,592.00
HD Supply Utilities, Ltd., Wake Forest, NC	\$447,000.00	\$3,600.00
Shealy Electrical, Greenville, SC	\$484,000.00	\$4,131.00
WESCO, Raleigh, NC	\$542,000.00	\$4,158.00

Comments: This cable was last purchased in August 2010 at a unit cost of \$1798.60 per one thousand feet. The current bid price per one thousand feet is \$2,155.00. The cost of this cable fluctuates due to metals pricing. Delivery of the cable will be staggered with the first 100,000 feet to be delivered in approximately 4 weeks from bid award and the remaining 100,000 feet to be delivered in six (6) months. The Commission has used 178,596 feet of this cable over the past twelve months.

**ISSUES:**

Stuart C. Irby is not classified as a SDBE, minority or woman-owned business.

**BUDGET IMPACT:**

PWC Budgeted Item

**OPTIONS:**

N/A

**RECOMMENDED ACTION:**

Award bid to Stuart C. Irby, Rocky Mount, NC

**ATTACHMENTS:**

Bid recommendation  
Bid History



**PUBLIC WORKS COMMISSION  
ACTION REQUEST FORM**

**TO:** Steve Blanchard, CEO/General Manager      **DATE:** December 7, 2011

**FROM:** Gloria Wrench, Purchasing Manager

**ACTION REQUESTED:** Award bid for the purchase of 200,000 feet of 1/0, ALCN, EPR, 25kV, 1/C Underground Primary Power Cable, PWC Stock No. 1-065-510 (with the option to purchase additional quantities within a one-year period).

**BID/PROJECT NAME:** Underground Primary Power Cable

**BID DATE:** November 3, 2011      **DEPARTMENT:** Electric Inventory

BIDDERS	TOTAL PURCHASE PRICE	EVAL. COST PER 1000 FEET
<u>Stuart C. Irby, Rocky Mount, NC</u>	<u>\$431,000.00</u>	<u>\$3,592.00</u>
<u>HD Supply Utilities, Ltd., Wake Forest, NC</u>	<u>\$447,000.00</u>	<u>\$3,600.00</u>
<u>Shealy Electrical, Greenville, SC</u>	<u>\$484,000.00</u>	<u>\$4,131.00</u>
<u>WESCO, Raleigh, NC</u>	<u>\$542,000.00</u>	<u>\$4,158.00</u>

**AWARD RECOMMENDED TO:** Stuart C. Irby, Rocky Mount, NC

**BASIS OF AWARD:** Lowest evaluated bidder

**AWARD RECOMMENDED BY:** Mark Bielat, Elec. Engineering and Gloria Wrench, Purchasing Manager

**COMMENTS:** Bids were solicited from five (5) vendors with four (4) vendors responding. The lowest evaluated bidder is recommended. This cable was last purchased in August 2010 at a unit cost of \$1798.60 per one thousand feet. The current bid price per one thousand feet is \$2,155.00. The cost of this cable fluctuates due to metals pricing. Delivery of the cable will be staggered with the first 100,000 feet to be delivered in approximately 4 weeks from bid award and the remaining 100,000 feet to be delivered in six (6) months. The Commission has used 178,596 feet of this cable over the past twelve months.

**ACTION BY COMMISSION**

**APPROVED** \_\_\_\_\_ **REJECTED** \_\_\_\_\_  
**DATE** \_\_\_\_\_

**ACTION BY COUNCIL**

**APPROVED** \_\_\_\_\_ **REJECTED** \_\_\_\_\_  
**DATE** \_\_\_\_\_

## **BID HISTORY**

### **UNDERGROUND PRIMARY POWER CABLE PWC STOCK NO. 1-065-510 BID DATE: NOVEMBER 3, 2011**

#### **Advertisement**

1. PWC Website 10/24/11 through 11/03/11

#### **List of Organizations Notified of Bid**

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

#### **List of Prospective Bidders**

1. WESCO Distribution, Inc., Raleigh, NC
2. Stuart C. Irby Company, Rocky Mount, NC
3. HD Supply Utilities, Wake Forest, NC
4. Shealy Electrical Wholesalers, Inc., Greenville, SC
5. Mayer Electric Supply, Fayetteville, NC

#### **SDBE/MWBE Participation**

Stuart C. Irby is not classified as a SDBE, minority or woman-owned business.

**CITY COUNCIL ACTION MEMO**

**TO:** Mayor and Members of Council  
**FROM:** Gloria Wrench, Purchasing Manager  
**DATE:** January 9, 2012  
**RE:** **Award Contract for the Purchase and Installation of a Refurbished Passenger Boarding Bridge, PC Air Unit and Ground Power Unit to serve Gate B4 at the Fayetteville Regional Airport**

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**THE QUESTION:**

Staff requests approval to award a contract for the purchase and installation of a Refurbished Passenger Boarding Bridge, PC Air Unit and Ground Power Unit to serve Gate B4 at the Fayetteville Regional Airport.

**RELATIONSHIP TO STRATEGIC PLAN:**

Greater Tax Base Diversity - Strong Local Economy

**BACKGROUND:**

The replacement of Jetbridge B4 is part of the Airport's Capital Improvement Program and is scheduled for replacement this fiscal year. Replacement of Jetbridge B4 is necessary in order to allow Gate B4 to be reopened in anticipation of the start of construction on Phase 1 of the terminal apron rehabilitation project on February 28, 2012. Due to this construction, Jetbridge B1 will become temporarily blocked, therefore, replacement of B4 is critical in order to provide alternate gate position for continued airline service during the construction period.

Formal bids for this project were received December 7, 2011 as follows:

Ameribridge Services, Indianapolis, IN	\$369,411.00
JBT Aero Tech Jetway Systems, Ogden, UT	\$570,279.00

Following receipt of bids, consultants for the City performed a full evaluation of the equipment being offered and in turn were able to negotiate with the low bidder to bring the cost of the equipment within the City's budgeted amount. As a result of those negotiations the best and final offer from Ameribridge is \$305,421.00. Attached is a full description of the consultant's evaluation and negotiation efforts.

**ISSUES:**

None

**BUDGET IMPACT:**

Capital Project Ordinance 2012-4 and Budget Ordinance Amendment 2012-5, in the amount of \$489,500.00, were approved by Council on November 14, 2011, to fund this project. Airport reserve funds will be repaid by future PFC revenue.

**OPTIONS:**

(1) Award contract according to staff recommendations. (2) Not award contract.

**RECOMMENDED ACTION:**

Award contract in the amount of \$305,421.00 to Ameribridge Services, Indianapolis, IN, for the purchase and installation of a Refurbished Passenger Boarding Bridge, PC Air Unit, and Ground Power Unit for Gate B4 at the Fayetteville Regional Airport.

**ATTACHMENTS:**

Original Budget Worksheet with Adjustments

Bid Tabulation

Summary of Inspection and Negotiations

Negotiated Price Sheet

Cost Category			
<b>Passenger Boarding Bridge</b>			
Refurbished Passenger Boarding Bridge	\$ 180,000		
Freight	\$ 20,000		
Installation	\$ 25,000		
Subtotal - Passenger Boarding Bridge		\$ 225,000	
<b>Optional PCAir and GPU</b>			
Optional Refurbished Used GPU	\$ 20,000		
Optional Refurbished Used PCAir	\$ 47,500		
PBB Electrical Upgrades for Optional Equipment	\$ 5,000		
Freight and Installation	\$ 7,500		
Subtotal - Optional PCAir and GPU			\$ 80,000
<b>Construction Work at Gate B4</b>			
Demolition	\$ 10,000		
Pavement Demolition & Pave Back	\$ 10,000		
Passenger Boarding Bridge Foundation	\$ 25,000		
Miscellaneous Repairs and Alterations	\$ -5,000		
Aircraft Layout / Apron Striping / Painting	\$ 10,000		
Electrical - Power & Telecomm to the Gate Area	\$ 27,500		PCAir / GPU??
Subtotal - Construction Work at Gate B4		\$ 87,500	
<b>Design and Construction Management</b>			
Design Documents, Specifications, RFP Support			
Civil & Project Management	\$ 15,000		
Geotechnical	\$ 3,000		
Structural	\$ 3,000		
Electrical - Power & Telecomm to the Gate Area	\$ 15,000		
Equipment	\$ 25,000		
<b>Construction Phase Services</b>			
Civil & Project Management	\$ 9,000		
Electrical - Power & Telecomm to the Gate Area	\$ 5,000		
Equipment	\$ 20,000		
QA Testing	\$ 2,000		
Subtotal Design and Construction Management		\$ 97,000	
Total Project Cost Opinion		\$ 409,500	
Total Project Cost Opinion w/ Optional PCAir and GPU			\$ 489,500

\* 305,421

4579

489,500

\* REFURBISHED PBB WITH NEW CARPET & RUBBER FLOORING,  
 PCAIR, GPU, REFURBISH EXISTING WALKWAY

12-28-11 PBB -  
 FINAL SCOPE/PRICE



Fayetteville Regional Airport  
 Fayetteville, North Carolina

Tabulation of Bids - Purchase and Install Solicitation

Bids Received Prior to the Date & Time Advertised, December 7, 2011, 2:00 PM EST.

This tabulation was prepared by Talbert & Bright, Inc. and is correct to the best of our knowledge, information and belief:

 12-29-11

Bid Item	AmeriBridge Services 5425 Poindexter Drive Indianapolis IN 46235 (Proposing Used Equipment (1998))	JBT Aero Tech Jetway Systems 1805 West 2550 South Ogden UT 84401 (Proposing All New Equipment)
Refurbished Passenger Boarding Bridge And Optional PCAir and GPU for Gate B4 At Fayetteville Regional Airport		
Passenger Boarding Bridge	\$183,992.00	\$364,592.00
Refurbishment	\$74,150.00	\$0.00
Replacement Walkway	\$0.00	\$87,412.00
Refurbishment	\$0.00	\$0.00
Existing Walkway	\$44,500.00	\$0.00
Sub-Total, Basic Purchase	\$302,642.00	\$452,004.00
Optional Ground Power Unit (GPU)	\$19,507.00	\$36,730.00
Refurbishment	\$0.00	\$0.00
Optional Pre-Conditioned Air Unit (PCAir)	\$47,262.00	\$81,545.00
Refurbishment	\$0.00	\$0.00
Basic Purchase Plus GPU	\$322,149.00	\$488,734.00
Basic Purchase Plus PCAir	\$349,904.00	\$533,549.00
Basic Purchase Plus GPU and PCAir	\$369,411.00	\$570,279.00

Fayetteville Regional Airport  
Fayetteville, North Carolina

Refurbished Passenger Boarding Bridge for Gate B4  
Summary of Inspections and Negotiated Refurbishment Scope  
December 29, 2011

On December 8, 2011, Jim Dorwarth of DK Consultants, LLC conducted a condition assessment inspection of the **Jetway Systems** Passenger Boarding Bridge (PBB), 400Hz Ground Power Unit (GPU) and Pre-Conditioned Air Unit (PCAir) being offered by Ameribridge Services (ABS) for the Fayetteville Regional Airport, NC (FAY) Gate B4 Jetbridge replacement project.

### Passenger Boarding Bridge (PBB)

The PBB being offered was manufactured in 1998 and is in excellent condition. This PBB was previously installed at Sacramento and was purchased by Ameribridge as part of a package offered by the Sacramento airport to sell five (5) PBB's that were being replaced with new PBB's as part of a new terminal project at Sacramento. It is DK Consultants' opinion that the excellent condition of this PBB is due to (1) the effective and comprehensive maintenance that was performed since the PBB's were installed, and (2) the moderate climate in Sacramento.

During the inspection of the PBB, no evidence of structural deterioration or damage was observed.

The PBB being offered is a model A3-58/110, serial # OG 38601, manufactured in September 1998 for a Base Price of \$183,992.

Some of the basic features which are included on this Jetway Systems PBB include:

- a. ETL Listing and NFPA 415 compliance
- b. Gently sloping transition and sloping floors to ramps in the A & B tunnel floors
- c. Separate breakers and power lines in the cable carrier for PBB, 400 Hz and PCAir unit
- d. Roof access Ladder with safety cage
- e. Safety Handrails on the Cab and C-Tunnel to end of lift columns
- f. ACF Cab Floor to keep Cab floor parallel with ramp
- g. NFPA 415 compliant 2-piece Canopy with inner liner
- h. A-300 Canopy mod

Since the PBB is in excellent condition, it has been determined that the majority of the recommended PBB refurbishments that Ameribridge had in their bid package will NOT be required. Only two items, at a cost of \$12,200, are being recommended to be included in this project.

- a. Modify the PBB rotunda column height to the height required at FAY
- b. Replace the pneumatic tires with solid PBB tires.

The flooring in the PBB is in fair condition and will be cleaned as part of the PBB base price. However, the City could choose to replace the carpet and flooring for a cost of \$6,700.

As part of the negotiation process with Ameribridge, it was agreed that the "Base Price – As Is" PBB will include all scope of work that would normally be considered as making the PBB

Refurbished Passenger Boarding Bridge for Gate B4  
Summary of Inspections and Negotiated Refurbishment Scope  
December 29, 2011

“useable and in full operating” condition. These items will include:

- a. All hardware for assembly would be included – *column bolts and hardware, component connection hardware.*
- b. PBB exterior will be pressure washed and any rust spots and chipped paint will be repaired and touched up.
- c. Interior of PBB will be cleaned – walls, ceiling, metal, etc. Scratches on metal surfaces will be touched up.
- d. Any dented or damaged ceiling panels will be replaced
- e. All ceiling lights would be made operational
- f. Operators Console lights and lens would be made operational
- g. Any damaged wall panels would be replaced (*none were noted during inspection*)
- h. Carpet on Floor of Tunnels and Rotunda will be cleaned:
- i. Cab & Cab Bubble ribbed rubber cleaned (*damaged pound down will not be replaced*)
- j. Aircraft Canopy will be pressure washed and cleaned.
- k. Replace the handrail end return, left side read end of A-tunnel
- l. Replace the Cab swing door bottom rubber seal
- m. Replace Anti-skid at aircraft spacer
- n. Replace Anti-skid on A & B Tunnel Transition ramp nosing’s
- o. Replace the Main Disconnect Door with one that has three (3) separate handles
- p. Remove water hose and condensate hose from cable carrier and repair / replace any broken or damaged straps support the cables.
- q. Install grease fitting on rim when solid tires are installed. Plug second hole with pipe plug.
- r. Clean Rotunda Curtains to remove the grease
- s. Replace or straighten the one Rotunda curtain slat, left side top, where the wind-lock tab missing and the slat is bent..
- t. Repair the hand rail mounting stud that is broken off at the cab roof.

Pre-Conditioned Air Unit (PCAir)

The PCAir unit being offered by Ameribridge is a Jetway 30-Ton unit which was manufactured in February of 1999 and the serial # is OG60441. This PCAir was installed in Sacramento on the PBB that is being offered by Ameribridge.

This PCAir unit is in excellent condition and will be able to be installed and made operational in its “as is” condition. No major repairs or refurbishments are required. The PCAir was operational when it was removed from the PBB in Sacramento and Ameribridge will be required to make the PCAir fully operational upon its installation on the PBB at FAY. Any repairs that may be required (e.g. charging with Freon, etc.) are included in the base price for the PCAir unit. Also, Ameribridge will provide accessories (e.g. hose basket, pendant control, temperature probe) that were either installed on the PBB in Sacramento or used equipment from their stock.

Fayetteville Regional Airport  
Fayetteville, North Carolina

Refurbished Passenger Boarding Bridge for Gate B4  
Summary of Inspections and Negotiated Refurbishment Scope  
December 29, 2011

New PCAir output hose and aircraft coupler will be supplied. The price for the PCAir unit will be \$42,022.

#### 400Hz Ground Power Unit

The 90Kva 400Hz unit being offered by Ameribridge is the Jetway PWM 1 GPU unit that was installed in Sacramento on the PBB being offered by Ameribridge. It was also manufactured in early 1999 and the serial # is OG41759.

This GPU is in excellent shape and should be able to be installed and made operational in its “as is” condition. No major repairs or refurbishments are required. The GPU was operational when it was removed from the PBB in Sacramento and Ameribridge will be required to make the GPU fully operational upon its installation on the PBB at FAY. Any repairs that may be required (e.g. seating loose boards, etc.) are included in the base price for the GPU. Also, Ameribridge will provide accessories (e.g. Output Cable, pendant control) that were either installed on the PBB in Sacramento or used equipment from their stock. The price for the PCAir unit will be \$16,007.

#### Existing Walkway

On December 13, 2011, Jim Dorwarth from DK Consultants, LLC and Chad Sloan from Ameribridge conducted a condition inspection of the existing fixed walkway that leads from the terminal building at Gate B4 to the old, fixed, elevating PBB that will be scrapped as part of this project. In summary, the walkway exterior and interior condition are in poor shape and considerable refurbishment will be required. Below is a summary of the refurbishment scope of work that will be required.

- a. The Roof Damage is extensive and will require significant remediation, which includes adding new roof material or “flat panning” the entire walkway.
- b. The existing walkway is improperly set in regards to its proximity to the building face. As it sits, the Walk actually contacts the building face and is imparting at least some load as it pushes on the building. The existing flashing between the walkway and the terminal building will be modified to address this problem.
- c. All walkway subfloor must be removed and replaced.
- d. All Wallboard will be replaced with used, good condition Wallboard, to match that supplied in the PBB.
- e. All Ceiling tiles will be replaced. Replacement ceiling will used, in good condition and will match that supplied in the PBB.
- f. All 10” light fixtures will be replaced with used fixtures, in good condition to match supplied PBB. Emergency Lighting will be installed in every 4<sup>th</sup> fixture.
- g. Three (3) separate conduit and cable runs will be made under the Walkway; one (1) ea. for PBB, PCAir and GPU power.

Refurbished Passenger Boarding Bridge for Gate B4  
Summary of Inspections and Negotiated Refurbishment Scope  
December 29, 2011

- h. The opening in existing Walkway at left hand turn into the existing PBB will be structurally closed.
- i. A new doorway will be created in the end of the walkway appropriate for the interface to the rotunda corridor of the new PBB.
- j. The walkway exterior floor will be cleaned of rust and painted to match the existing walkway exterior wall color. The new Flat Pan Roof will be painted to match the existing walkway exterior wall color. The walkway exterior walls are in excellent condition and will not be painted. The interior steel surfaces of the walkway will be painted.

The cost to repair / refurbish the existing walkway will be \$44,500. This cost is considerably less than either a new or a used walkway because of the multiple skews and slope in the existing walkway. These skews and slope make the walkway unique and therefore, there would not be any used walkways that could just be installed without significant modifications to add the required skews and slope.

	Original Bid Price	Negotiated Price
Passenger Boarding Bridge - As Is, Delivered and Installed.	\$183,992.00	\$183,992.00
Recommended Refurbishments by Ameribridge as part of the Bid	\$74,150.00	Not Required
Recommended Refurbishments - After inspection of PBB. Only items needed are Rotunda Column modification and Solid Tires. All "Repairs", paint touch up, any requirements to make PBB fully functional will be in the "AS IS" price.		\$12,200.00
Refurbish Existing Walkway	\$44,500.00	\$44,500.00
Total PBB Base Price	\$302,642.00	\$240,692.00
Option to replace carpet throughout and ribbed rubber in PBB Cab. Part of original bid recommended refurbishments		\$6,700.00
Optional Ground Power Unit (GPU) and accessories. Original price was based on a Jetpower 2 GPU that required some repairs vs the negotiated PWM1 GPU that was originally installed on the offered PBB.	\$19,507.00	\$16,007.00
Optional Preconditioned Air Unit (PCAir) and accessories. Will be the PCAir that was originally installed on PBB. Accessories will be used, except PCAir hose, which will be new	\$47,262.00	\$42,022.00
Base bid PBB w/ replacement of all flooring	\$302,642.00	\$247,392.00
Base bid PBB w/ replacement of all flooring and optional GPU	\$322,149.00	\$263,399.00
Base bid PBB w/ replacement of all flooring, optional GPU and optional PCAir	\$369,411.00	\$305,421.00
Note - Pricing includes all taxes bonds, insurance, etc.		

## CITY COUNCIL ACTION MEMO

**TO:** Mayor and Members of City Council  
**FROM:** David Nash, Planner II  
**DATE:** January 9, 2012  
**RE:** **Public Hearing to Consider a Petition Requesting Annexation for A Contiguous Area Known as Fairfield Farms (Sections 4, 5, and 6)-(Petition Submitted by Brolanco Corporation)**

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**THE QUESTION:**

Should a contiguous area scheduled to receive PWC water and sewer services and being developed into 108 residential lots be annexed into the City?

**RELATIONSHIP TO STRATEGIC PLAN:**

Strong local economy

**BACKGROUND:**

Fairfield Farms is a residential area located on the northern side of the City. It is on the western side of Ramsey Street, between McCloskey Road on the north and Andrews Road on the south. West Summerchase Drive provides access to Fairfield Farms. The existing developed parts of Fairfield Farms are already inside the City of Fayetteville, due to previous annexation petitions submitted by the developer of Fairfield Farms, Brolanco Corporation. Brolanco Corporation plans to develop three new sections (Sections 4, 5, and 6) of Fairfield Farms; these new sections will be located at the end of West Summerchase Drive. Preliminary plans indicate that these three new sections will contain a total of 108 residential lots. These new sections of Fairfield Farms are contiguous to the City, and they will be served by PWC water and sewer services.

The area requested for annexation is in the Fayetteville Municipal Influence Area (MIA). Since the area is in the MIA, and since PWC water and sewer will be installed, the owner was required to submit an annexation petition, pursuant to Policy 150.2.

The petition was received on November 21, 2011. It was signed by Dohn B. Broadwell, Sr., President, Brolanco Corporation.

**ISSUES:**

**Sufficiency:** The City's Real Estate staff has verified that Brolanco Corporation is the owner of the area requested for annexation.

**Services:** This area has been reviewed by City operating departments and by PWC. The Fire Department reports that the area is currently covered by the City for fire and EMS services through an annual contract with the County. The main entrance to the property is 2.44 miles from City Station #19. The Fire Department did note that responses to this area will be longer due to there being only one way in and out from Ramsey Street. The Police Department reports that it will be able to serve the area by incorporating it into existing patrol zone #12. The Environmental Services Department reports that it would either adjust existing collection routes to serve this area and/or add it to a contract area for collection. The PWC Water and Sewer Division reports that the developer will be responsible for extending sewer and water from the adjoining sections of Fairfield Farms. The developer will also be responsible for installing fire hydrants on the new water mains. The PWC Electrical Division reports that electrical service and street lighting will be provided to the area by South River EMC rather than by PWC.

**Will the Area Be Developed According to City of Fayetteville Standards?** Yes. The developer has already submitted a Zero Lot Line preliminary plan to the City (Case 09-17F). This plan was based on the then-current development standards.

Do the New Voluntary Annexation Laws (Aimed at High Poverty Areas) Apply? It is not believed that these new laws apply in this situation.

Effective Date: Staff is recommending an effective date of January 9, 2012. Recent changes in state law regarding contiguous petition annexations require that a contiguous area be annexed either immediately or on the following June 30. Annexing this area effective January 9, 2012, should not present any problems from the standpoint of compliance with the Voting Rights Act, because no people or registered voters live within the area.

**BUDGET IMPACT:**

Fiscal impact analysis involves a comparison of projected revenues with projected costs. Revenues and costs for this area have been projected over a five-year period. The projections are based on the assumption that the 108 housing units proposed for the area will be gradually built over a five-year period. Based on these projections, it is expected that the fiscal impact of annexing this area will be positive for the City.

**OPTIONS:**

1. Adopt the Annexation Ordinance with an effective date of January 9, 2012. (Recommended)
2. Adopt the Annexation Ordinance with an effective date of June 30, 2012.
3. Do not adopt the Annexation Ordinance and the area will remain outside the City.

**RECOMMENDED ACTION:**

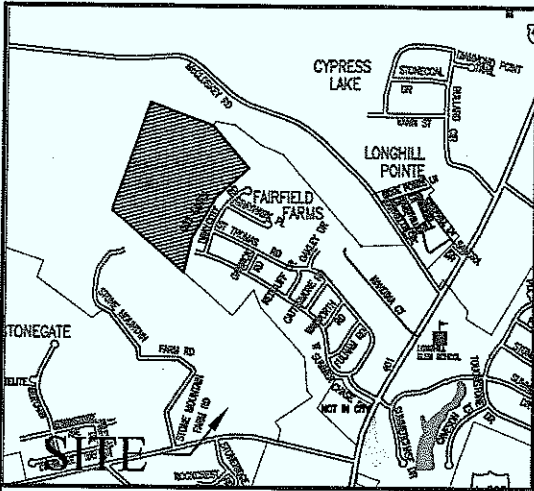
Staff recommends that Council adopt the Annexation Ordinance approving the requested annexation with an effective date of January 9, 2012.

**ATTACHMENTS:**

Legal Description Map  
Basic Information About the Area  
Fairfield Farms (Sec 4, 5, & 6) Sufficiency Memo  
Proposed Ordinance



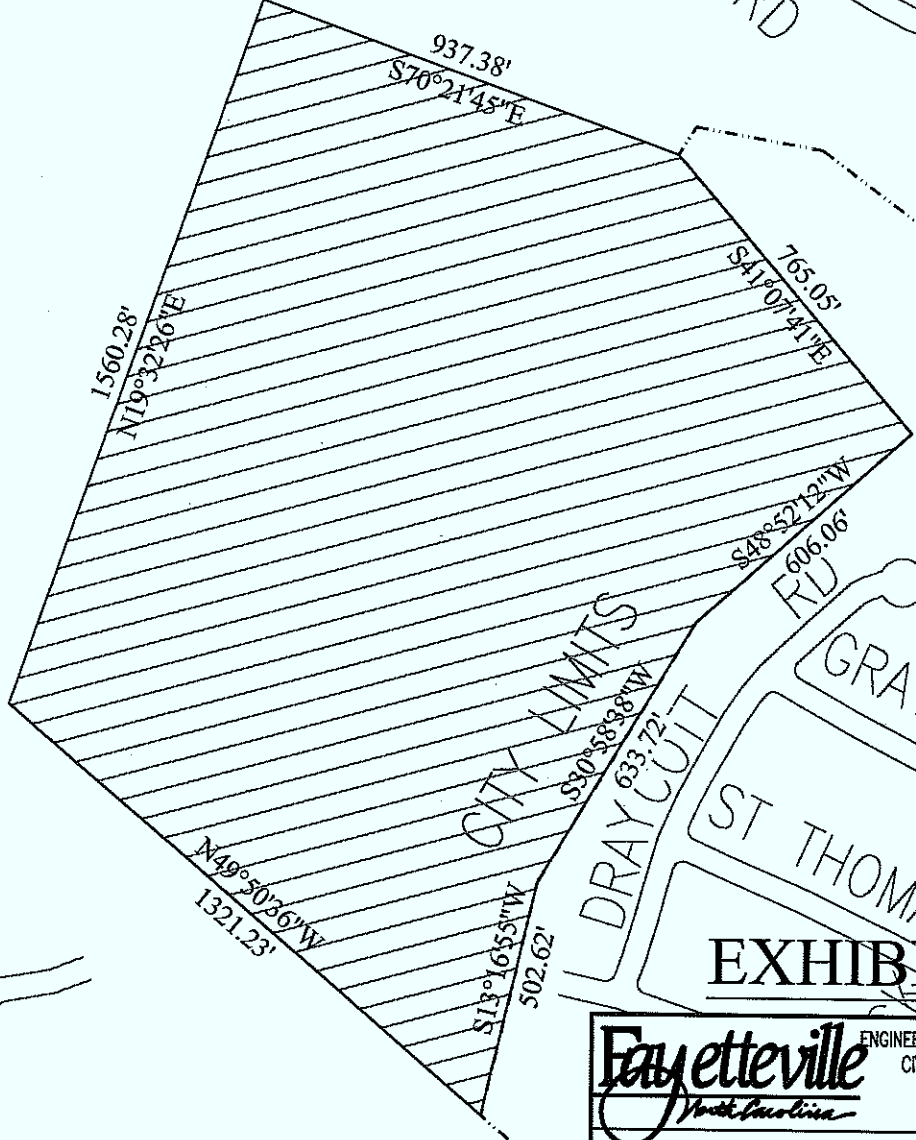
THIS MAP IS NOT A CERTIFIED SURVEY  
AND HAS NOT BEEN REVIEWED BY A  
LOCAL GOVERNMENT AGENCY FOR  
COMPLIANCE WITH ANY APPLICABLE  
LAND DEVELOPMENT REGULATIONS.



VICINITY MAP (N.T.S.)

PROPOSED ANNEXATION AREA

McCLOSKEY RD



**Fayetteville** ENGINEERING & INFRASTRUCTURE DEPT.  
CIVIL ENGINEERING DIVISION  
433 HAY ST. 28301  
(910) 433-1656

PROPOSED ANNEXATION  
FAIRFIELD FARMS SECT. 4, 5 & 6

± 53.62 ACRES

DATE	11/28/2011	DRAWN BY	CSA
SCALE	1" = 400'	CK'D BY	CSA

**BASIC INFORMATION ABOUT THE AREA**  
**Information Updated as of: November 30, 2011**  
**Date Petition Received: November 21, 2011**  
**Annexation Date:                      Effective Date:**  
**Annexation Number:**

1. Name of Area:	Fairfield Farms (Sections 4, 5, and 6)
2. Names of Petitioners:	Brolanco Corporation Dohn B. Broadwell, Sr, President
3. Location:	Fairfield Farms is a residential area located on the northern side of the City. It is on the western side of Ramsey Street, between McCloskey Road on the north and Andrews Road on the south. West Summerchase Drive provides access to Fairfield Farms. The area requested for annexation is at the end of West Summerchase Drive.
4. Tax Identification Number (PIN):	0531-66-5019-
5. Fire Department Affected by Annexation:	Fayetteville (Formerly Westarea)
6. Is the Area Contiguous:	Yes
7. Type of Annexation:	Petition-initiated contiguous area
8. Background:	The owner, Brolanco Corporation, plans to develop this land into 108 new residential lots which will be part of Fairfield Farms. The new residential lots will be served by PWC water and sewer.
9. Reason the Annexation was Proposed:	Since the area is in the Fayetteville MIA, and since PWC water and sewer will be installed, the owner was required to submit an annexation petition, pursuant to Policy 150.2. Note: developer has already submitted a Zero Lot Line preliminary plan to City. (Case 09-17F)
10. Number of Acres in Area:	53.62 acres
11. Type of Development in Area:	Currently undeveloped.
12. Present Conditions:	a. <u>Present Land Use:</u> Vacant b. <u>Present Number of Housing Units:</u> 0 c. <u>Present Demographics:</u> 0 d. <u>Present Streets:</u> None
13. Factors Likely to Affect Future of Area:	a. <u>Plans of Owner:</u> To develop as SF Residential b. <u>Development Controls</u> 1. <u>Land Use Plan</u> a. <u>2010 Plan (North Fayetteville Plan):</u> Low Density Residential & Open Space 2. <u>Zoning</u> a. <u>Current Zoning in County:</u> R10 b. <u>Likely Zoning After Annexation:</u> SF10 c. <u>Maximum number of units allowed based on the zoning:</u>
14. Expected Future Conditions:	a. <u>Future Land Use:</u> Single-Family Residential b. <u>Future Number of Housing Units:</u> Total=108 (108 HU x 90% occupancy rate*=97 occupied HU) * Based on 2010 Census for Fayetteville c. <u>Future Demographics:</u> Total Population=238 (97 occupied HU x 2.45 avg household size*=238) * Based on 2010 Census for Fayetteville d. <u>Future Streets:</u> Public (approx 6,800 LF) e. <u>Water and Sewer Service:</u> PWC f. <u>Electric Service:</u> ? (Not PWC)
15. Tax Value of Land and Buildings:	\$929,181 (This is all land value. Building value is \$0.)

# MEMO

**To:** David Nash, Planning Department

**From:** Brandy R. Bishop, Senior Paralegal

**CC:** To the file

**Date:** November 29, 2011

**Re:** Sufficiency of Annexation Petition

**SIGNERS OF THE PETITION:** Dohn B. Broadwell, Sr., President  
Brolanco Corporation

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**Brolanco Corporation** per recorded Deed 5977, Page 497, is the record owner for the 53.62 acre tract.

0531-66-5019- 53.62 Acre Tract

My search ended November 23, 2011 at 8:00 a.m.

**Petition is now sufficient!**

**Annexation Ordinance No:** \_\_\_\_\_ **Fairfield Farms (Sections 4, 5, & 6)**  
**(PIN 0531-66-5019)**

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE  
CITY OF FAYETTEVILLE, NORTH CAROLINA**

WHEREAS, the City Council has been petitioned under G.S. 160A-31 to annex the area described below; and

WHEREAS, the City of Fayetteville has investigated the sufficiency of the petition; and

WHEREAS, the City of Fayetteville has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at City Hall Council Chambers at 7:00 p.m. on January 9, 2012, after due notice by publication on December 29, 2011; and

WHEREAS, the City Council further finds that the petition meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described contiguous property owned by Brolanco Corporation-(Dohn B. Broadwell, Sr., President), is hereby annexed and made part of the City of Fayetteville, North Carolina as of January 9, 2012:

**BROLANCO CORPORATION**  
**53.62 Acres +- Fairfield Farms (Section 4, 5, & 6)**

**BEGINNING** at the northernmost corner of Lot 154 of Fairfield Farm Section Three as recorded in Plat Book 117, Page 21, Cumberland County, North Carolina Registry and running with the Northwest line of Lots 154-149 of said Fairfield Farm Section Three South 48 degrees 52 minutes 12 seconds West, 606.06 feet to an angle point in the Northwest line of Lot 149;

thence with the Northwest line of Lots 149-143 South 30 degrees 58 minutes 38 seconds West, 633.72 feet to an angle point in the Northwest line of Lot 143;

thence with the Western line of Lot 143 and beyond South 13 degrees 16 minutes 55 seconds West 502.62 feet to a point in the Southwest line of the tract of which this is a part;

thence with said Southwest line North 49 degrees 49 minutes 53 seconds West 579.69 feet to an existing iron;

thence continuing with the Southwest line North 49 degrees 51 minutes 10 seconds West, 741.54 feet to an existing axle;

thence with the western line of the tract of which this is a part North 19 degrees 32 minutes 26 seconds East, 1560.28 feet to an existing pump pipe;

thence with the northern line of the tract of which this is a part South 70 degrees 21 minutes 45 seconds East, 937.38 feet to an existing axle;

thence continuing with the northern line South 41 degrees 07 minutes 48 seconds East, 765.05 feet to the **POINT OF BEGINNING**.

Containing 53.62 acres, more or less.

And being the westernmost portion of the tract conveyed to Brolanco Corporation as recorded in Deed Book 5977, Page 0497, Cumberland County, North Carolina Registry.

Section 2. Upon and after January 9, 2012, the effective date of this ordinance, the above-described area and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Fayetteville and shall be entitled to the same privileges and benefits as other parts of the City of Fayetteville. Said area shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Fayetteville shall cause to be recorded in the office of the Register of Deeds of Cumberland County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed area, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Cumberland County Board of Elections, as required by G.S. 163-288.1.

Adopted this \_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Anthony G. Chavonne, Mayor

\_\_\_\_\_  
Pamela Megill, City Clerk

## CITY COUNCIL ACTION MEMO

**TO:** Mayor and Members of City Council  
**FROM:** Doug Hewett, Assistant City Manager  
**DATE:** January 9, 2012  
**RE:** **Consideration of the Rental Action Management Program, RAMP, Ordinance**

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**THE QUESTION:**

Should the City Council adopt an ordinance to better regulate problem residential rental properties consist with the Rental Action Management Program (RAMP)?

**RELATIONSHIP TO STRATEGIC PLAN:**

Supports city goal #2: Growing City, Livable Neighborhoods – A Great Place to Live, and this issue was a Target for Action on last fiscal year's City strategic plan.

**BACKGROUND:**

On April 26, 2011, the City Council adopted a Probationary Rental Occupancy Permit (PROP) program. This program was designed to allow the City to more closely monitor and regulate rental properties that are the site of repeated or severe code violations or that are the site of certain criminal acts.

The program would have required those rental property owners whose property is the site of such violations or crimes to be placed into PROP and as a condition for renting the offending property again, the owner would be required to obtain a permit from the City. This would have allowed the City greater oversight of problem rental properties. The program was to be implemented July 1, 2011.

On June 18, 2011, Senate Bill 683 was ratified by the Legislature. The purpose of this Bill was to limit the level of local regulation of rental properties as well as limit the use of periodic inspections. Specifically, it prohibits cities from enforcing an ordinance that requires permitting of rental properties unless the property is the site of more than three violations in a 12-month period or is identified as being in the top 10 percent of properties with crime or disorder problems as set forth in a local ordinance. The language regarding the top 10 percent of properties with crime or disorder problems is based on a program currently utilized in Charlotte.

This Bill had a direct impact on the functionality and substance of the PROP program. On August 1, 2011, staff provided an update to City Council that stated with the adoption of Senate Bill 684, the PROP ordinance was no longer enforceable as drafted. Only one of the ten PROP eligible conditions could possibly be enforced as intended and it would still have to be revised. Furthermore, the ability of the City to charge a permit fee for PROP eligible properties under that the PROP ordinance was doubtful.

Given the substantial changes needed to make the City's PROP ordinance compliant with NC Law, staff recommended, and City Council approved rescission/repeal of the PROP ordinance on August 8, 2011. City Council directed staff to revise the PROP program, consistent with state law, and bring back program alternatives as soon as possible. Staff provided the attached schedule at that time.

Staff provided an update on October 3 with a draft ordinance for PROP II, now titled RAMP (Rental Action Management Program). In developing the draft ordinance and program overview, staff has met several times with counterparts in Charlotte regarding their program to determine how we might be able to replicate it in Fayetteville. Additionally, staff has conducted 5 stakeholder meetings to explain RAMP and solicit feedback.

Staff provided another update to City Council on November 7 with a recommendation that a public

hearing be held on Monday, December 12 to allow interested stakeholders an opportunity to address Council directly. On November 28 the City Council approved the following guidelines for this public hearing : Allow each speaker to address the City Council for a maximum of three (3) minutes, with up to sixty (60) minutes allocated for the RAMP public hearing.

City Council conducted a public hearing on December 12, 2011 to receive feedback directly from interested stakeholders. A total of 19 speakers addressed City Council on the ordinance and program design.

Since the public hearing, staff provided the attached responses to City Council's questions.

**ISSUES:**

As discussed at the November 7 briefing to City Council, there are two avenues by which properties can gain entry into RAMP:

1. Code Violations - 3+ in a 12-month period; and/or
2. Crime in the top 10% in a 6-month period by category.

Tracking of code violations is a relatively straightforward process. From October 2010 through October 2011, there were more than 500 residential properties with 3+ code violations. Of that number, staff estimates that approximately 137 of those properties that were offered for rent could be subject to RAMP, if enacted. Once a property is in RAMP for code violations, the goal is to ensure there are no additional code violations within a 12-month period. If there are no additional violations, then the property can be removed from RAMP.

As it relates to tracking the top 10% of crime for rental properties, tracking will be more complicated as reflected in the staffing/resource needs. To determine the percentiles for crime we must first identify violations for which we believe the property owner can help influence (Appendix A in the ordinance) and assign each a weighted value.

If enacted, incidents of crime at residential rental properties will be applied uniformly against reported incidents that happen in a 6-month period for similar rental properties in the City by the housing categories established in the ordinance. The number of housing categories has been expanded from 4 to 9 to allow for more uniform comparisons of like housing. Staff may recommend further definition of housing categories once the program is enacted after all of the residential rental property in the city is identified.

Once in RAMP for crime, the goal is to ensure that there are no additional crime occurrences within 6-months, or at a minimum that the crime rating for the property falls below the top 10% for similar properties in the city. If there are no additional violations, then the property can be removed from RAMP at the 6-month mark.

To achieve the reduction in the crime rating for the property, the property owner would enter into a remedial action plan agreement with the City that would specify actions the owner will complete during the evaluation period. The ordinance provides avenues for the owner to demonstrate good faith efforts and continue renting the property, even if the crime rating doesn't appreciably reduce.

Despite the latitude the ordinance provides to owners, many of the rental property owners and property managers that have reviewed the ordinance have reservations about RAMP. While many were opposed to the program their main reservations are centered on the crime rating rather than on the code violations components.

From an operational standpoint, RAMP will require more resources to operate than PROP, but will likely have greater revenue too.

<b>Program</b>	<b>PROP</b>	<b>RAMP</b>
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Based on	RaleighModel	Charlotte Model
Applicability	All residential rental properties individually	All residential rental properties by category
When eligible for entry	Differing code violations within a 24-month period  3 criminal convictions or civil penalties within a 24-month period	3+ code violations in a 12-month period  Crime in top 10% in a 6-month period, by housing category
Fee	\$1,000	\$1,000 proposed
Time properties remain in program	2-years	1 year for code violations, or  6-months/1-year for crime
Staffing Needs	1 housing inspector .05 office assistant 1 paralegal/crime analyst	1 housing inspector .05 office assistant 2 crime analyst 1 police sergeant 1 police officer
Estimated properties in program	15-30 properties	200-237 properties
Budget*	\$132,500 Expenditures \$ 30,000 Revenues \$102,500 GF Support Needed	\$350,665 Expenditures \$184,000 Revenues \$166,665 GF Support Needed

\*Based on assumptions of fee paying properties in program: 100% for PROP/80% for RAMP.

### Frequently Asked Questions:

Q1: What is the intent of the Rental Action Management Program (RAMP) Ordinance?

A1: The RAMP ordinance is intended to address “problem rental properties” in established neighborhoods, and is targeted toward properties where violations occur, not all rental properties. The goal is that no RAMP will ever be issued, because if this is the case it means that rental property owners throughout the city are ensuring that their properties are well kept, up to City code, are well-monitored and their tenants are respectful of their neighbors.

Q2: Does the RAMP ordinance require that all rental properties get a permit/registration?

A2: No. A permit/registration is only required for properties that meet the following criteria: 3+ Code Violations in a 12-month period; and/or Crime in the top 10% in a 6-month period by housing category

Q3: Does the RAMP ordinance apply to owner-occupied dwellings as well?

A3: No. The RAMP ordinance only applies residential housing units offered for rent.

Q4: Does the RAMP ordinance apply to all rental properties?

A4: No. The RAMP ordinance pertains ONLY to residential rental properties?

Q5: When is a RAMP required?

A5: There are two paths for entry into RAMP: 1.) Code Violations: 3 or more code violations as described in the ordinance within a 12-month period, or 2.) Crime: properties in the top 10% of crime, by housing category, in a 6-month period as described in the ordinance.

Q6: What happens when a RAMP is required?

A6: A letter is issued to the property owner requiring them to attend a meeting where the violations can be discussed and reviewed. During that meeting, staff will review the violations and if they are valid, then the property will be entered into RAMP and the owner will be required to pay the RAMP entry fee, \$1,000 per property.

For properties that enter RAMP through crime conditions, the owner is also required to develop a management plan that describes the steps they will take to reduce crime conditions at their property. Properties that are successful in reducing crime conditions at their property below the 10% crime threshold can leave RAMP in 6-months.

Q7: What happens if there are more violations at the same address during the permit period?

A7: The property remains in RAMP and staff will evaluate whether the owners have acted in 'good faith' to address the conditions that led to the property entering RAMP. If the owners have been unresponsive or found to have not acted in 'good faith,' then the ordinance provides for the City to restrict the owners' ability to receive rental income on the property for 1-year.

Q8: Why aren't tenants held responsible?

A8: Tenants are responsible if a criminal citation is issued, but ultimately the condition of the property and the activities of the tenants must be closely monitored by the property owner. Property owners are expected to write clear expectations of tenant behavior relative to neighbors into leases, and take action to encourage tenants to comply with these expectations or seek evictions of problem tenants. The RAMP ordinance allows staff to apply the ordinance reasonably and to grant extra time to comply or waivers of ordinance requirements to those property owners who are taking every possible measure to deal with problem tenants.

#### **BUDGET IMPACT:**

City Council approved approximately \$132,500 in the FY 2012 budget to fund our earlier version of the Probationary Rental Occupancy Program (PROP). Given the uncertainty of the program and the rescission/repeal of the Probationary Rental Occupancy Program ordinance, staff has delayed expensing those funds or hiring the budgeted two full-time and one part-time staff positions (one full-time housing inspector, one paralegal/crime analyst, and one part-time office assistant.)

We've reviewed the staffing and resource needs and believe RAMP will require five full-time and one part-time staff positions (one full-time housing inspector, two crime analysts, one sergeant, one sworn police officer, and one part-time office assistant II) with a total first year start up costs of \$429,540. Once established, staff anticipates the ongoing operating budget would be \$350,665 in expenses, minus \$184,000 in revenue generated from fees. As a result, the program will require support from the General Fund in the amount of \$166,665. By contrast, PROP required General Fund support of \$102,000.

#### **OPTIONS:**

1. Take no action, but provide direction to staff;
2. Adopt the ordinance as presented, with an effective date of July 1, 2012 and direct staff to report back to City Council on the implementation schedule/plan;
3. Reject the ordinance as presented and provide direction to staff.

#### **RECOMMENDED ACTION:**

Adopt the ordinance as presented, with an effective date of July 1, 2012 and direct staff to report back to City Council on the implementation schedule/plan.

**ATTACHMENTS:**

RAMP Ordinance

RAMP Q&A - Group I

**Please note the following is not the entire chapter. A new article V is being created as follows.**

Chapter 14

**HOUSING, DWELLINGS AND BUILDINGS**

ORDINANCE NUMBER: \_\_\_\_\_

AMENDING CHAPTER 14

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**WHEREAS**, the City of Fayetteville has a significant governmental interest in protecting the health, safety, and welfare of the general public and preserving the public order; and

**WHEREAS**, G.S. 160A-174 allows a city by ordinance to define, prohibit, regulate, or abate acts, omissions, or conditions, detrimental to the health, safety, or welfare of the public, and the peace and dignity of the city; and

**WHEREAS**, there are residential rental properties in the City of Fayetteville that have become a haven for various criminal or disruptive activities that cause disorder in our community; and

**WHEREAS**, the City Council desires to minimize and control the adverse effects caused by illegal activities occurring on and in these properties and thereby protect the health, safety, and welfare of the citizens, preserve the quality of life and property values and the character of neighborhoods and businesses, and deter the spread of urban blight; and

**WHEREAS**, the City Council recognizes that it is necessary for the City to apply its limited police and other municipal resources in accordance with the needs of the community at large, and to adjust the application of those resources as necessary to address activity that is injurious to the health, safety and welfare of the public; and

**WHEREAS**, the City Council recognizes that deterring crime in residential rental properties is a dynamic partnership between police, property owners, property managers, residents, and neighbors, each with responsibilities in cooperation with the other; and

**WHEREAS**, the City Council desires to implement a registration requirement for those residential rental property owners whose rental property has an unacceptable level of disorder activity occurring on or in the property; and

**WHEREAS**, there is a significant and demonstrative need to implement a program designed to assist residential rental property owners and managers who have experienced excessive levels of criminal activity and disorder; and

**WHEREAS**, the City Council desires to enact a residential rental action management program for residential rental property owners in order to implement recommended measures to curb excessive levels of criminal activity and disorder at rental properties; and

**WHEREAS**, the City Council, finds that a residential rental property owner's failure or refusal to successfully complete the remedial action program is injurious to the public's health, safety and welfare.

**NOW, THEREFORE BE IT ORDAINED** by the City Council of the City of Fayetteville, North Carolina, that:

Section 1. Chapter 14 "Housing, Buildings and Dwellings" of the Fayetteville City Code is amended by creating Article V entitled "Residential Rental Action Management Program", to read as follows:

**"ARTICLE XII. Residential Rental Action Management Program.**

**Section 14-63. Purpose.**

The purpose of this article is to establish a requirement that Owners of Residential Rental Property whose property is within the Disorder Risk Threshold as established by this ordinance or in repeated violation of the Fayetteville City Code as defined and established by this ordinance must register with the City sufficient identification information so that the City may expeditiously identify and contact the Owner when excessive levels of disorder activity or code violations have occurred on or in the property. In addition, the City desires to establish a method to hold Owners of Residential Rental Property accountable for failing to use effective methods to reduce Disorder Activity and code violations on their property. It is not the intent of this article to determine the rights and liabilities of persons under agreements to which the City is not a party. This article shall not be construed to alter the terms of any lease or other agreement between a landlord and a tenant or others relating to property that is the subject of this Article; provided that no provision of any lease or other agreement shall be construed to excuse compliance with this article. Additionally, a violation of this article shall not in and of itself create a negligence per se standard or otherwise expand existing liability in tort for either a landlord or a tenant.

## **Section 14-64. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning:

*Development Services Official:* A person designated by the Development Services Director of the City of Fayetteville who is primarily responsible for the administration of this Article.

*Disorder Activity:* Incidents of criminal activity occurring on or in a Residential Rental Property as categorized in this Ordinance entitled "Appendix A."

*Disorder Activity Count:* A number assigned to a Residential Rental Property that represents the amount of Disorder Activity occurring within a specified time period in or on the Property. For purposes of determining a Disorder Activity Count, the number of incidents is multiplied by an assigned number as designated in Appendix A of this Ordinance.

*Disorder Risk Threshold:* For each Residential Rental Property Category, the Disorder Activity Count for the Residential Rental Property that is at the 90th percentile of Residential Rental Properties within the Residential Rental Property Category.

*In Need of Remedial Action: (INRA):* A designation by the Police Official that a Residential Rental Property has been identified for enforcement action under this ordinance.

*Incident:* The occurrence of a criminal activity on or in a Residential Rental Property as categorized in this Ordinance for which a police report is generated.

*Manager:* The person, persons or legal entity appointed or hired by the Owner to be responsible for the daily operation of the Residential Rental Property.

*Owner:* The person, persons or legal entity that holds legal title to a Residential Rental Property.

*Police Official:* A person designated by the Chief of Police who is primarily responsible for the administration of this Article.

*Registered Agent:* The person identified by the Owner of the Residential Rental Property in the registration filed pursuant to this Article who is authorized to receive legal process and/or notice required or provided for in this Article.

*Remedial Action Plan:* A written plan agreed upon and signed by both the Police Official and Owner whereby the Owner agrees to implement remedial measures on a Residential Rental Property whose Disorder Activity Count exceeds the Disorder Risk Threshold for its Residential Rental Property Category.

*Remedial Measures:* Mandatory and voluntary measures as stated within the Remedial Action Plan Manual, a copy of which is on file at the City Clerk's Office.

*Residential Rental Property:* Property that contains a single-family rental dwelling unit or multi-family rental dwelling units for use by residential tenants including but not limited to the following: mobile homes, mobile home spaces, townhomes, and condominium unit(s). A single-family rental dwelling unit or multi-family rental dwelling unit is hereby defined to include those units available for rent that are currently vacant.

*Residential Rental Property Category:* Residential Rental Properties will be categorized by the number of residential units contained in the property as follows:

- Category 1 – One unit or single family home
- Category 2 – 2 to 9 units
- Category 3 – 10 to 49 units
- Category 4 – 50 to 99 units
- Category 5 – 100 to 149 units
- Category 6 – 150 to 199 units
- Category 7 – 200 to 249 units
- Category 8 – 250 to 299 units
- Category 9 – 300 or more units

*Residential Rental Property Review Board:* The Board created pursuant to this Article.

*Verified Violation.* A violation of any ordinance of the Fayetteville City Code of Ordinances as designated in "Appendix B" of this ordinance and determined by the Development Services Official.

**Section 14-65. Registration of Residential Rental Property Due to Verified Violations.**

(a) Each Owner of Residential Rental Property that has been found with three (3) or more verified violations in the previous twelve (12) month period, whether those violations have been resolved by corrective action or not, shall

register that property by providing the following information to the Development Services Official:

- (1) The address(es) for the Residential Rental Property which shall include the street name(s), number(s) and zip code;
- (2) The name(s), business or personal address, telephone number, and email address of the Owner;
  - a. If the property is owned by multiple natural persons, then the required information shall be that of one person who has legal authority to act on behalf of the other Owners.
  - b. If the property is owned by a corporation, whether foreign or domestic, then the required information shall be that of a Registered Agent and of an officer who has authority to act on behalf of the corporation.
  - c. If the property is owned by a partnership, then the required information shall be that of the managing partner and one alternate who have legal authority to act on behalf of the partnership.
  - d. If the property is owned by an unincorporated association or any other legal entity not mentioned above, then the required information shall be that of a person who has legal authority to act on behalf of that association or entity.
- (3) The number of units located on the residential property.

(b) The address(s) required in subsection (a) (2) shall not be a public or private post office box or other similar address.

(c) An Owner that is required to register under this ordinance who sells the property shall notify the Development Services Official of all purchaser information within thirty (30) days from the date of change of ownership. Purchaser information shall include the name, address, phone number and e-mail address for the purchaser.

(d) An Owner that is required to register under this ordinance shall post proof of registration as provided by the City in the business office of the property or in a common area or other conspicuous place accessible at all times to the tenant(s).



(e) Each residential rental property parcel shall be registered separately.

(f) The Owner of Residential Rental Property that is the site of three (3) verified violations in the previous twelve (12) month period shall be sent a notice by certified mail to the name and address listed with the Cumberland County's Office of Tax Assessor.

(g) The notice shall include the following information:

- (1) A description of the verified violations of the Fayetteville City Code that have occurred at the property in the past twelve (12) months as well as the dates of said violations; and
- (2) The amount of the registration fee.
- (3) The deadline for completing the registration process.

**Section 14-66. Grounds for Revocation of Rental Registration as Required by Section 14-65.**

(a) Each Owner of Residential Rental Property that has been found with four (4) or more verified violations in the previous twelve (12) month period, whether those violations have been resolved by corrective action or not, shall have the rental registration for that property revoked by the Development Services Official.

(b) Each Owner of Residential Rental Property that is required by this ordinance to register his or her property and either fails to do so or fails to pay the required registration fee shall have the rental registration revoked by the Development Services Official.

**Section 14-67. Notice of Revocation.**

A notice of revocation shall be sent by certified mail or delivered in person to the address listed on the rental registration.

**Section 14-68. Period of Revocation.**

Revocation of an Owner's rental registration shall remain in place for a period of one (1) year. If an Owner fails to register his or her property as required by this ordinance then that property shall be ineligible for registration for a period of one (1) year.

**Section 14-69. Registration of Residential Rental Property Due to Disorder Activity.**

(a) Each Owner of Residential Rental Property that falls at or above the Disorder Risk Threshold for its Residential Rental Property Category shall register by providing the following information at the initial mandatory meeting:

- (1) The address(s) for the Residential Rental Property which shall include the street name(s), number(s) and zip code;
- (2) The name(s), business or personal address, telephone number, and email address of the Owner;
  - a. If the property is owned by multiple natural persons, then the required information shall be that of one person who has legal authority to act on behalf of the other Owners.
  - b. If the property is owned by a corporation, whether foreign or domestic, then the required information shall be that of a Registered Agent and of an officer who has authority to act on behalf of the corporation.
  - c. If the property is owned by a partnership, then the required information shall be that of the managing partner and one alternate who have legal authority to act on behalf of the partnership.
  - d. If the property is owned by an unincorporated association or any other legal entity not mentioned above, then the required information shall be that of a person who has legal authority to act on behalf of that association or entity.
- (3) The number of units located on the residential property.

(b) The address(s) required in subsection (a) (2) shall not be a public or private post office box or other similar address.

(c) An Owner that is required to register under this ordinance who sells the property shall notify the Police Official of all purchaser information within thirty (30) days from the date of change of ownership. Purchaser information shall include the name, address, phone number and e-mail address for the purchaser.

(d) An Owner that is required to register under this ordinance shall post proof of registration as provided by the City in the business office of the property or in a common area or other conspicuous place accessible at all times to the tenant(s).

(e) Each residential rental property parcel shall be registered separately.

**Section 14-70 Disorder Risk Threshold and Disorder Activity Count.**

The Police Official shall determine the Disorder Activity Count for each Residential Rental Property and the Disorder Risk Threshold for each Residential Rental Property Category on a semi-annual basis, by January 1 of each calendar year and by July 1 of each calendar year. These determinations shall be made using Disorder Activity during the previous six month period.

**Section 14-71. Notification of Mandatory Meeting.**

(a) The Owner of Residential Rental Property that falls at or above the Disorder Risk Threshold shall be sent a notice by certified mail to the name and address listed with the Cumberland County's Office of Tax Assessor.

(b) The notice shall include the following information:

- (1) The date, time and location for the mandatory initial meeting between the Police Official and the Owner; and
- (4) The Disorder Activity Count for the Residential Rental Property; and
- (3) A statement that the Owner may provide additional evidence at the initial mandatory meeting to be considered by the Police Official; and
- (4) A detailed summary of the Disorder Activity that has occurred on or in the property.
- (5) The amount of the registration fee.

**Section 14-72. Mandatory Initial Meeting.**

(a) Unless otherwise agreed to by the Owner and Police Official, within thirty (30) days after notice has been provided to the Owner that a property falls at or above the Disorder Risk Threshold, a mandatory initial meeting shall be

held between the owner and the Police Official. The initial meeting may be held in person or by telephone. In the event there are multiple property Owners, the Owner attending the initial meeting must have power of attorney to execute the remedial action plan on behalf of the other Owners.

(b) At the mandatory initial meeting, the Police Official and the Owner shall, at a minimum, review the following:

- (1) The data that established the Disorder Activity Count for that property; and
- (2) Any relevant evidence provided by the Owner that may establish that the property does not fall at or above the Disorder Risk Threshold.

(c) After reviewing all the evidence, any previously identified Disorder Activity that is found to either not have occurred on or in the property or does not clearly meet the definition of a Disorder Activity shall be discounted and an adjusted Disorder Activity Count shall be determined. In the event that the adjusted Disorder Activity Count for the property falls at or above the Disorder Risk Threshold, then the Owner and Police Official shall develop and sign a Remedial Action Plan and the property will be set for a six (6) month review date pursuant to section 14-73. In the event the adjusted Disorder Activity Count is below the Disorder Risk Threshold, then no further action shall be taken by the Police Official.

(d) In the event the Owner fails to attend the initial meeting without just cause, the Police Official shall review all the evidence concerning the property pursuant to Subsections (b) and (c) of this Section. Upon a finding that the adjusted Disorder Activity Count for the property is at or above the Disorder Risk Threshold, the Police Official shall refer the property to the City Attorney's Office for determination of whether a public nuisance action or any other legal or equitable remedy is warranted.

(e) The Owner of Residential Rental Property that is required to register under this ordinance shall pay a registration fee on or before the Mandatory Meeting in the amount established pursuant to the fee schedule adopted by City Council.

### **Section 14-73. Remedial Action Plan and Review.**

(a) At the first six (6) month review, the Owner and Police Official shall review the Disorder Activity in or on the property since the date of the Remedial Action Plan and determine the Disorder Activity Count for the property during that

time period. If the Disorder Activity Count is no longer at or above the Disorder Risk Threshold, then no further action will be taken and the Owner of the property will not be required to continue to pay for registration the following year unless at that time the property is again at or above the Disorder Risk Threshold. If the Disorder Activity count continues to fall at or above the Disorder Risk Threshold, then the property will be designated In Need of Remedial Action (INRA) and the Police Official and the Owner shall amend and sign the Remedial Action Plan and a second six (6) month review date will be set.

(b) At the second six (6) month review, the Owner and Police Official shall review the Disorder Activity in or on the property since the date of the amended Remedial Action Plan and determine the Disorder Activity Count for the property during that time period. If the Disorder Activity Count is no longer at or above the Disorder Risk Threshold, then no further action will be taken. If the Disorder Activity Count continues to fall at or above the Disorder Risk Threshold, then the Police Official shall revoke the rental registration for the property unless it is determined that the Owner has complied in good faith with the remedial action plans.

- (1) In determining whether the Owner has acted in good faith, the Police Official shall weigh the following factors:
  - a. Whether the Owner has regularly met with the Police Official; and
  - b. Whether the Owner has exhausted all resources reasonably available to the Owner in order to comply with the terms of the Remedial Action Plans; and
  - c. Whether the Owner has intentionally ignored a term of a Remedial Action Plan; and
  - d. Whether the Disorder Activity on the property constitutes a public nuisance.
- (2) If the Owner has been found to have acted in good faith, then the Police Official may remove the designation of INRA and continue to work with the Owner. A property that continues to fall at or above the Disorder Risk Threshold for a second year will be referred to the City Attorney's Office for determination as to whether a public nuisance action or any other legal or equitable remedy is warranted.

(d) All Remedial Action Plans will be based on the procedures and practices set forth in the Fayetteville Police Department *Remedial Action Plan Manual; A Guide to Managing Rental Properties to Prevent Crime*.

**Section 14-74. Additional Grounds for Revocation of Rental Registration.**

In addition to the grounds stated in Section 14-73(b), the Police Official may revoke the Owner's rental registration based on a determination that:

- (a) The Owner provided materially false or misleading information during the registration process; or
- (b) The Owner refused to meet with the Police Official and/or develop a Remedial Action Plan as required under Section 14-73 without just cause; or
- (c) The Owner failed to pay the required registration fee on or before the date of the Mandatory Initial Meeting as required under Section 14-72(e).

**Section 14-75. Notice of Revocation.**

A notice of revocation shall be sent by certified mail or delivered in person to the address listed on the rental registration.

**Section 14-76. Period of Revocation.**

Revocation of an Owner's rental registration shall remain in place for a period of one (1) year. If an Owner fails to register his or her property as required by this ordinance then that property shall be ineligible for registration for a period of one (1) year.

**Section 14-77. Transition Plan and Notification of Tenants.**

Upon revoking a rental registration, the Police Official or Development Services Official shall develop a transition plan for the Owner's lawful disengagement from the operation and management of the rental property. The transition plan may include a referral to the City Attorney for the evaluation of the property as a public nuisance or for any other legal or equitable remedy available under law necessary to fairly assist in the disengagement process. Upon revocation and issuance of a transition plan, the Police Official or Development Services Official shall take reasonable steps to notify the residents of the property.

## **Section 14-78. Residential Rental Property Review Board.**

(a) A Residential Rental Property Review Board (hereinafter "Board") is hereby established, to be composed of seven members: four members to be appointed by the City Council, two members to be appointed by the mayor and one to be appointed by the City Manager. The appointing authorities shall ensure that the members of the Board are representative of the residential rental, tenant and homeowner community.

(b) One member from the Fayetteville Police Department as designated by the Police Official and one employee of the City's Development Services Department who has the authority to investigate code violations will sit on the Board as advisors only.

(c) Individuals with a felony conviction within the last ten (10) years shall not be eligible to serve on the Board. Further, conviction of or a plea of *nolo contendere* to a felony during the term of office shall automatically terminate membership on the Board, irrespective of any appeals. Board members charged with a felony during a term of office shall be automatically suspended until disposition of the charge, and a quorum shall be established from the remaining membership.

(d) Board members shall keep all information about criminal investigations confidential.

(e) The Board shall elect a chairperson and vice-chairperson from its membership.

(f) All members of the Board serve without compensation.

(g) The terms of office shall be for two (2) years with no member serving more than two consecutive full terms. The terms of one-third of the Board shall expire each year. If a vacancy occurs, the original appointing authority shall appoint a person to serve for the unexpired term of the vacant position.

(h) Five voting members shall constitute a quorum. Members are required to attend all business meetings and hearings in accordance with the attendance policies promulgated by the City Council. Vacancies resulting from a member's failure to attend the required number of meetings shall be filled as provided in this section.

(i) Members shall be subject to removal from the Board with or without cause by the appointing authority.

**Section 14-79. Duties and Responsibilities of the Residential Rental Property Review Board.**

The Board shall hear appeals from an Owner of Residential Rental Property whose registration has been revoked.

**Section 14-80. Notice of Appeal of Revocation.**

A Residential Rental Property owner may appeal a notice of revocation of rental registration to the Board. All revocation appeals to the Board must be filed in writing with the City Clerk's office within ten (10) calendar days of the date the notice of revocation is served on the Owner. The Owner shall provide a valid current address for the purpose of all notifications required to be made pursuant to this ordinance. The request must state the reason for the appeal.

**Section 14-81. Hearing Procedure and Appeal of Board's Findings.**

(a) The City Clerk shall forward an appeal of revocation of rental registration to the Police Official, Development Services Official and to the Chair of the Board. The Police Official or Development Services Official shall prepare a summary of the case, including all relevant data. The summary shall be provided to the Board and the Owner at least five working days before the hearing.

(b) Unless a quorum cannot be obtained or as otherwise agreed to by the Owner and Police Official or Development Services Official, the Board shall hold a hearing within thirty (30) calendar days of the date the appeal is received by the City Clerk. Should the Owner or the Police Official or Development Services Official desire a hearing date other than that set by the Board, the Owner or the Police Official or Development Services Official shall submit a written request for a change of the hearing date, stating the reason for the request. The Chair shall approve or disapprove such request, provided that such request is received by the Board at least seven (7) calendar days prior to the date of the hearing. For good cause, the Chair may continue the hearing from time to time. The hearing shall be conducted with at least five (5) voting members of the Board present.

(c) The Owner shall appear at the hearing in person and shall have the right to representation by a person of his or her choice. The North Carolina Rules of Evidence, G.S. Chapter 8C, shall not strictly apply to the hearing, but all parties shall have an opportunity to offer evidence, cross-examine witnesses, and inspect documents. Only sworn testimony shall be accepted. The Chair of the Board, as well as any Board member designated by the Chair, shall have the authority to administer the oath as set forth for witnesses in a civil matter by G.S. § 11-11. All hearings before the Board shall be *de novo* and recorded. The



Board has the authority to develop rules and regulations consistent with this ordinance to facilitate the hearing process.

(d) The City shall have the burden of proof and must establish by the preponderance of the evidence that the Owner's property is In Need of Remedial Action and the owner has failed to act in good faith to comply with the Remedial Action Plan. After reviewing the evidence and hearing testimony from the witnesses, the Board shall issue findings of fact and conclusions of law and issue an order either affirming or reversing the decision of the Police Official or Development Services Official.

(e) An Owner has the right to appeal the Board's decision to the City Council by filing a notice of appeal with the City Clerk within (10) ten days after the Board issues its written decision. When feasible, the matter will be set for review by the City Council at the next regularly scheduled business meeting. The City Council shall make its decision based on the record below, and no additional evidence will be considered. A majority vote by the City Council in favor of the Board's decision is required to uphold the Board's decision to revoke the Owner's registration. An appeal to City Council will stay the proceedings until it completes its review.

(f) If the City Council upholds the Board's decision, the Owner shall have the right to seek judicial review of the Board's decision in a proceeding in the nature of certiorari instituted in the Superior Court of the county within 30 days after the City Council votes to uphold the Board's decision. Judicial review shall not automatically stay the revocation.

#### **Section 14-82. INRA Designation Binding on Subsequent Owner.**

The designation of a property as INRA and the application of the procedures set forth in this article shall be binding upon all subsequent Owners or other transferees of an ownership interest in the Rental Residential Property. However, the revocation may be stayed during the implementation of a transition plan.

#### **Section 14-83. Enforcement, Remedies and Penalties.**

(a) The remedies provided herein are not exclusive and may be exercised singly, simultaneously, or cumulatively. In addition, the remedies provided herein may be combined with any other remedies authorized by law and exercised in any order. This ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction.

(b) It shall be a civil violation of this ordinance for any Owner of Residential Rental Property or person or entity on behalf of that Owner to commit any of the following acts:

- (1) Lease or rent Residential Rental Property to another person or entity when the rental registration for that property has either been revoked or never obtained as required by this ordinance, except pursuant to a transition plan as set forth in Section 14-77 of this ordinance.
- (2) Lease or rent Residential Rental Property to another person or entity after the Owner has been served with notice of the mandatory meeting and fails to attend the meeting without just cause as set forth in Section 14-72 of this ordinance.
- (3) Lease or rent Residential Rental Property to another person or entity after the Owner has been served with notice of the mandatory meeting and fails to pay the required registration fee prior to or on the date of the mandatory meeting as set forth in Section 14-72(e) of this section.

(c) Notwithstanding that the Owner's property registration has been revoked or the Owner has failed to attend the mandatory meeting as set forth in Section 14-72 of this ordinance, the owner shall not commit the following acts:

- (1) Refuse or fail to comply with any order of the City to repair a dwelling pursuant to Chapter 14 of the Fayetteville City Code, or
- (2) Terminate the utility services of any occupants or otherwise violate the rights of residential tenants under Article 2A, Article 5, or Article 6 Chapter 42 of the General Statutes.

(d) Notwithstanding that the Owner's property registration has been revoked, the Owner's compliance with its obligations in subsection (c)(1) and (2) hereinabove shall not be deemed as offenses under subsection (e) below.

(e) Failure to comply with the provisions of this section shall subject the offender to a civil penalty of fifty dollars (\$50.00) a day for the first 30 days, one hundred dollars (\$100.00) a day for the next thirty days, and five hundred dollars (\$500.00) a day for each subsequent day.

(f) A civil penalty that is assessed under this ordinance may be recovered by the City in a civil action in the nature of a debt if the owner does not pay the penalty fee within thirty (30) days after a notice of the penalty is issued by the Police Official or the Development Services Official.

## APPENDIX A

UCR Code	Offense Description	Point Value
O110	Homicide	4
O120	Homicide Negligence	4
O300	Robbery	3
O410	Aggravated Assault	3
O410	Aggravated Assault-Officer	3
O410	All Other	3
O510	Burglary - Forcible Entry- Residence	2
O520	Burglary - Non Forcible Entry- Residence	2
O640	Larceny from Motor Vehicle	2
O710	Motor Vehicle Theft-Automobile	2
O720	Motor Vehicle Theft-Truck	2
O730	Motor Vehicle Theft-Bus	2
O740	Motor Vehicle Theft-Recreational Vehicle	2
O790	Motor Vehicle Theft-All Other	2
O810	Assault-Simple Physical	2
O820	All Other- Communicating Threats	1
O830	Psychical Aslt - Sexual Motive	2
O840	Non-Psychical Aslt - Sexual Motive	2
O890	Assault- Physical Officer	2
O890	Simple Assault-All Other	2
1310	Buying / Receiving Stolen Property	2
1330	Possessing / Concealing Stolen Property	2
1530	Possessing / Concealing Weapons	2
1550	Using Weapons (Illegal Discharge)	3
1610	Prostitution	1
1810	Drug/Narcotic Violations	3
1834	Equipment / Paraphernalia - Possessing	1
1990	All Other Gambling	1
2211	Selling / Distributing Tax Paid Liquor	1
2212	Possessing / Concealing Tax Paid Liquor	1
2214	Using / Consuming Tax Paid Liquor	1
2410	Disorderly Conduct	2
2420	Disturbing the Peace	2
2430	Fighting (Affray)	2
2440	Unlawful Assembly	2
2450	Drunk and Disruptive	2
2660	Parole & Probation Violations	3

2680	City Ordinance Violations	1
2690	City Ordinance Violations	1

## **APPENDIX B**

### **Chapter 6 - Animals and Fowl**

#### **Article III - Animals and Fowl within the City Limits**

##### **Divison 2. - Dogs**

Sec. 6-241. - Sanitary conditions.

### **Chapter 14 - Housing, Dwellings and Buildings**

#### **Article II - Standards of Fitness and Responsibilities of Owners and Occupants**

Sec. 14-31. - Space and use standards.

Sec. 14-32. - Light and ventilation standards.

Sec. 14-33. - Exit standards.

Sec. 14-34. - Structural standards.

Sec. 14-35. - Property maintenance.

Sec. 14-36. - Electrical standards.

Sec. 14-37. - Plumbing standards.

Sec. 14-38. - Heating standards.

Sec. 14-39. - Responsibilities of owners and occupants.

### **Chapter 16 - Motor Vehicles and Traffic**

#### **Article XII - Abandoned, Junked and Nuisance Vehicles**

Sec. 16-354. - Abandoned vehicles unlawful; removal authorized.

Sec. 16-355. - Public nuisance vehicles unlawful; removal authorized.

Sec. 16-356. - Junked motor vehicles unlawful; removal authorized.

### **Chapter 22 - Solid Waste**

#### **Article I - In General**

Sec. 22-16. - Illegal dumping; owners and occupants required to keep premises free from public health and safety nuisances.

# RAMP Questions & Answers Group I

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December 15, 2011

As there is significant interest in RAMP, Rental Action Management Program, staff will provide responses to questions concerning the draft program design/ordinance in the following format and post this information online at [www.ci.fayetteville.nc.us/rppp](http://www.ci.fayetteville.nc.us/rppp).

1. Should the CoF convene a stakeholders group to refine RAMP?

Staff is happy to meet with interested stakeholders. RAMP is based on State law and a working program in Charlotte. Throughout the process of modifying Charlotte's program for Council's consideration, we've engaged the stakeholders to solicit ideas and smooth rough spots. Additional work around Council's desired program would likely be helpful - particularly if we are able to ascertain interest around the following issues:

- a. Will this program or a variant apply citywide?
- b. Will this program include crime and code violations (Charlotte's focuses only on crime)?

Based on answers to those questions, the scale of RAMP will likely change and would also then inform Council/staff which stakeholders need to be engaged.

2. Do the "points" apply to a rental property owner if a B&E were to happen on a public street?  
No. RAMP only addresses incidents which occur at/on the property.
3. Can we require all rental properties to have a professional property management firm handle their rentals?  
The City can't mandate private contracts between individuals and as one speaker indicated during the City Council's December 12 RAMP public hearing, there are instances in which some of the rental management companies have provided poor oversight of properties.
4. Could the RAMP be modified to only apply to single family dwellings?

Staff has reservations about applying this only to single family homes, for two reasons. Under Senate Bill 683 regarding periodic inspections it states "The municipality shall not discriminate in its selection of areas or housing types to be targeted." This section of the bill is separate from the section that controls RAMP since it is just referring to periodic inspections, but the fact that it is in the same Bill/ordinance is strong evidence of how such a distinction will be viewed.

Secondly, there are constitutional concerns anytime like-business are treated differently and in this case we would be going beyond treating like-businesses differently and actually treating like-owners differently.

5. Could the RAMP be modified to only apply to single family dwellings in "high crime neighborhoods" with the definition to be defined by PD calls and actions?  
SB 683 bill doesn't actually provide for this. It allows specific areas to be designated by council for periodic inspections, but not necessarily for the conditions contained in RAMP. Not to say that it's absolutely impossible and staff will look into it more, but on its face the bill/statute doesn't say it.

By periodic inspections, it is just providing cities with the ability to have regularly scheduled inspections in certain designated areas when there is no reasonable cause identified. Currently cities can't do periodic inspections without reasonable cause, this section of the bill just creates an exception but we don't necessarily see it extending to the provisions of RAMP.

6. Do all of the same requirements apply to:
  - a. Fayetteville Metropolitan Housing Authority?  
Yes. As written, there are no exceptions for FMHA communities.
  - b. Picerne Housing?  
No. We don't Police (crime or code) where Picerne Housing is located – federally owned land.
  - c. Section 8 Housing?  
Yes. As written, there are no exceptions for Section 8 Housing.
7. How is a property owner notified of criminal activity or code violations? What if the address is not correct?  
RAMP would build in a system whereby the owners could be notified once we identified the property was a rental. The letters sent out for code violations would be modified with references to RAMP, if adopted, to let the owners know about the program.
8. If a landlord has 3 code issues and makes a good faith effort and does address, why are they charged \$1,000? Does the Charlotte model work exactly the same way?  
Charlotte's program doesn't include code violations, only crime. Good faith should be demonstrated after the first 2 violations, repeated violations in a year equaling 3 or more are one of the main reasons RAMP was recommended to Council. Simply put, we are continually chasing the same properties and RAMP is built on the belief that the owners are responsible for insuring their properties are code violation free or that they are holding the tenants responsible. However, this is Council's call as to what level of enforcement is desired.  
  
One aspect of apartment living that appeals to tenants is not having to worry about the neighbor with a junk car in their front yard or with trash on the lawn - all such issues are handled by the professional property managers who operate the apartment complex (usually). As such, it would likely be very difficult for most apartment communities to get three code violations in a year for entry into RAMP. One such apartment complex that was ripe for RAMP is the King George Apartments off Carol Street (Bragg Blvd) near Sycamore Dairy. That property racked up several code violations over the last 14 months and is currently going through a major renovation of the entire complex.
9. Consider having the “review board” also be charged with evaluating the effectiveness of the program.  
The evaluation data will come from staff. Staff will prepare regular reports to provide to Council to gauge the effectiveness. Council as the authorizing body is likely in the best position to determine whether the program is delivering the desired results. The review board is designed to hear appeals in an impartial way.

10. Has the possibility of “unintended consequences” been considered and citizens/property managers/etc. actually call in less code violations and criminal activity?

Yes, staff mentioned some of those consequences in the November presentation to City Council. While a concern, the types of crime that we are tracking aren't easily ignored by residents/tenants - assault, prostitution, drug-dealing, murder. RAMP was also modified to not be based on 'CALLS FOR SERVICE', but on 'INCIDENTS' and reports generated by FPD. As such, a call to 911 won't necessarily generate an 'incident' or RAMP eligible point. This change was discussed with Council at the Wednesday, December 7 Agenda Zoning Review. Even still, this is a concern for staff, too.

11. Describe the authority the Council might have to strengthen existing code and other ordinances that would allow us to effect the same penalties on a case-by-case basis.

RAMP provides for a higher level of scrutiny once certain conditions are present on the property. As such, it has a more uniform and equitable approach for all properties that are offered as residential rentals. May need additional clarity on the question to provide a more complete response, as Council can certainly amend ordinances but the constitutionality and legality of any proposal would have to be evaluated. As always, we can only go as far as existing state law allows.



**CITY COUNCIL ACTION MEMO**

**TO:** Mayor and Members of the City Council  
**FROM:** Pamela Megill, City Clerk  
**DATE:** January 9, 2012  
**RE:** **Monthly Statement of Taxes for November 2011**

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**THE QUESTION:**

**RELATIONSHIP TO STRATEGIC PLAN:**

**BACKGROUND:**

**ISSUES:**

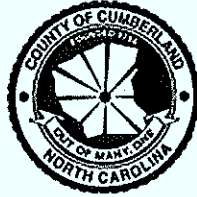
**BUDGET IMPACT:**

**OPTIONS:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Tax Statement Nov 2011



OFFICE OF THE TAX ADMINISTRATOR

117 Dick Street, 5<sup>th</sup> Floor, New Courthouse • PO Box 449 • Fayetteville, North Carolina • 28302  
Phone: 910-678-7507 • Fax: 910-678-7582 • [www.co.cumberland.nc.us](http://www.co.cumberland.nc.us)

MEMORANDUM

To: Pamela Megill, Fayetteville City Clerk  
From: Aaron Donaldson, Tax Administrator *AD*  
Date: December 1, 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 November 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 questions regarding this report, please contact Sandra Napier at 678-7575

AD/sn  
Attachments

*Celebrating Our Past...Embracing Our Future*

*EASTOVER - FALCON - FAYETTEVILLE - GODWIN - HOPE MILLS - LINDEN - SPRING LAKE - STEDMAN - WADE*

FAYETTEVILLE MACC LEDGER  
2001-2011

NOVEMBER 2011

DATE	REPORT #	REMITTED TO FINANCE	2011 CC	2011 VEHICLE	2011 CC REVIT	2011 VEHICLE REVIT	2011 FVT	2011 TRANSIT	2011 STORM WATER	2011 FAY STORM WATER
11/01/11	2011-088	167,913.62	127,730.10	14,112.67	8.93	0.00	1,600.00	1,600.00	2,766.96	5,533.93
11/02/11	2011-089	131,448.66	95,508.04	13,489.75	81.28	6.54	1,616.49	1,616.48	2,902.71	5,805.46
11/03/11	2011-090	106,494.42	76,380.41	11,014.91	0.00	37.57	1,287.98	1,287.99	2,047.93	4,095.87
11/04/11	2011-091	86,924.27	48,977.88	19,780.59	0.00	13.97	2,640.00	2,640.00	1,038.96	2,077.93
11/07/11	2011-092	168,214.58	105,925.82	32,214.89	2.30	2.75	4,152.36	4,152.36	2,754.41	5,508.85
11/08/11	2011-093	109,129.21	75,363.15	8,219.12	502.82	4.92	983.61	983.62	4,486.43	8,972.85
11/09/11	2011-094	151,080.77	109,469.32	14,019.17	28.42	0.00	1,792.03	1,792.03	3,544.23	7,088.48
11/10/11	2011-095	12,379,400.39	11,034,294.20	29,644.08	2,069.28	86.47	3,791.20	3,791.21	221,074.55	442,149.14
11/11/11	2011-096	HOLIDAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11/14/11	2011-097	218,227.42	142,991.33	31,414.78	0.00	34.34	3,863.56	3,863.57	4,882.73	9,765.46
11/15/11	2011-098	163,200.45	115,288.63	7,068.40	0.00	2.17	999.90	999.90	6,101.36	12,202.69
11/16/11	2011-099	936,568.29	801,979.40	23,539.28	2,191.23	79.29	2,705.00	2,705.00	18,046.31	36,092.66
11/17/11	2011-100	734,002.54	611,185.19	18,523.76	0.00	16.93	2,220.50	2,220.50	16,560.04	33,120.07
11/18/11	2011-101	227,373.81	184,411.62	12,247.77	540.12	68.45	1,597.68	1,597.70	5,892.66	11,785.33
11/21/11	2011-102	181,827.60	127,235.30	24,336.06	227.10	60.79	2,499.27	2,499.26	4,995.47	9,990.90
11/22/11	2011-103	115,373.99	88,855.13	11,278.73	64.41	0.00	1,015.00	1,015.00	2,367.27	4,734.53
11/23/11	2011-104	8,955,182.24	8,006,854.09	12,736.02	5,314.77	0.00	1,555.00	1,555.00	155,985.14	311,970.28
11/24/11	2011-105	HOLIDAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11/25/11	2011-106	HOLIDAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11/28/11	2011-107	379,329.29	290,642.54	38,321.42	3,425.80	38.13	4,088.60	4,088.59	8,062.91	16,125.82
11/29/11	2011-108	102,258.75	71,656.95	11,767.40	251.24	20.61	1,542.83	1,542.84	2,309.03	4,618.07
11/30/11	2011-109	215,404.18	148,763.82	30,570.67	0.00	0.00	3,294.40	3,294.42	5,426.46	10,852.92
TOTALS		25,529,364.48	22,263,512.92	364,299.47	14,707.70	472.93	43,245.41	43,245.47	471,245.56	942,491.24

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

FVT: FAYETTEVILLE VEHICLE TAX (\$5.00)

FAYETTEVILLE MAOC LEDGER  
2001-2011

NOVEMBER 2011

2011 FAY RECYCLE FEE	2011 ANNEX	2010 CC	2010 VEHICLE	2010 CC REVIT	2010 VEH REVIT	2010 FVT	2010 TRANSIT	2010 STORM WATER	2010 FAY STORM WATER	2010 FAY RECYCLE FEE	2010 ANNEX
3,290.04	0.00	4,410.58	3,227.46	0.00	0.00	525.00	525.00	72.00	144.00	380.00	0.00
4,593.96	0.00	1,509.96	2,197.86	0.00	0.00	336.21	336.21	13.38	26.77	46.77	0.00
3,767.39	0.00	929.90	2,938.26	0.00	0.00	388.48	388.47	24.33	48.65	115.04	0.00
3,024.06	0.00	1,077.92	3,142.50	0.00	0.00	472.39	472.38	34.58	69.16	109.50	0.00
6,176.34	0.00	1,578.24	3,564.19	27.63	0.00	487.15	487.17	21.34	42.68	67.58	0.00
3,491.02	0.00	1,912.93	1,961.06	0.00	16.98	334.09	334.09	79.79	159.59	43.69	0.00
5,946.69	0.00	3,394.78	2,019.05	0.00	0.00	301.15	301.15	73.21	146.41	231.82	0.00
634,566.77	0.00	2,609.37	2,819.02	0.00	0.00	417.06	417.07	24.00	48.00	76.00	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
10,675.45	0.00	2,317.04	5,044.81	0.00	0.00	741.19	741.18	16.62	33.24	52.64	0.00
2,087.15	0.00	6,987.45	3,924.96	0.00	0.00	591.74	591.74	112.57	225.13	394.46	0.00
45,062.69	0.00	765.43	1,426.83	0.00	0.00	293.10	293.10	176.48	352.96	87.52	0.00
37,620.11	0.00	752.94	2,757.93	0.00	0.00	415.00	415.00	12.00	24.00	38.00	0.00
3,916.10	0.00	1,191.09	2,299.31	0.00	0.00	372.43	372.44	38.38	76.76	159.53	0.00
4,722.95	0.00	804.30	2,689.37	1.43	0.00	440.48	440.46	33.10	66.21	50.32	0.00
2,786.46	0.00	877.23	1,254.76	0.00	0.00	195.00	195.00	70.41	140.81	76.00	0.00
453,900.94	0.00	780.71	2,690.67	20.73	0.00	502.70	502.71	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7,786.54	0.00	678.12	3,425.09	0.00	0.00	538.60	538.59	29.98	59.97	94.96	0.00
3,977.27	0.00	1,047.16	1,860.56	0.00	0.00	279.79	279.79	22.79	45.59	72.18	0.00
5,517.79	0.00	1,843.69	3,354.82	0.00	0.00	440.35	440.34	24.00	48.00	38.00	0.00
1,242,909.72	0.00	35,468.84	52,598.51	49.79	16.98	8,071.91	8,071.89	878.96	1,757.93	2,134.01	0.00

FAYETTEVILLE MAAC LEDGER  
2001-2011

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2009 CC	2009 VEHICLE	2009 CC REVIT	2009 VEHICLE REVIT	2009 FVT	2009 TRANSIT	2009 STORM WATER	2009 FAY STORM WATER	2009 FAY RECYCLE FEE	2009 ANNEX	2008 CC	2008 VEHICLE	2008 CC REVIT
126.09	159.80	0.00	0.00	50.00	50.00	0.00	0.00	0.00	0.00	0.00	128.92	0.00
55.07	145.38	0.00	0.00	30.00	30.00	3.33	6.66	10.55	0.00	340.11	6.31	0.00
89.95	361.84	0.00	0.00	55.00	55.00	0.00	0.00	0.00	0.00	0.00	47.44	0.00
76.07	128.73	0.00	0.00	25.00	25.00	0.00	0.00	0.00	0.00	96.90	3.04	0.00
18.01	176.65	0.00	0.00	45.00	45.00	0.00	0.00	0.00	0.00	8.56	0.00	0.00
239.86	94.58	0.00	0.00	20.00	20.00	12.00	24.00	38.00	0.00	80.86	56.04	0.00
0.00	44.98	0.00	0.00	10.00	10.00	0.00	0.00	0.00	0.00	0.00	30.37	0.00
133.61	248.82	0.00	0.00	40.00	40.00	12.00	24.00	38.00	0.00	0.00	41.02	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
243.70	(6.32)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33.08	0.00	50.17	0.00
1,893.59	97.22	0.00	0.00	39.57	39.58	60.00	120.00	190.00	0.00	780.67	95.35	0.00
0.00	(35.65)	0.00	0.00	10.00	10.00	0.00	0.00	0.00	0.00	187.52	8.00	0.00
525.19	97.39	0.00	0.00	20.00	20.00	12.00	24.00	38.00	0.00	524.28	78.86	0.00
0.00	207.53	0.00	0.00	21.02	21.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	71.18	0.00	0.00	15.00	15.00	0.00	0.00	0.00	0.00	0.00	3.48	0.00
0.00	11.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.31	0.00
47.42	67.67	0.00	0.00	20.52	20.52	0.00	0.00	0.00	0.00	0.00	68.89	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
247.07	140.23	0.00	0.00	40.00	40.00	0.00	0.00	0.00	0.00	0.00	71.57	0.00
289.47	68.68	0.00	0.00	10.00	10.00	13.00	25.99	41.15	0.00	0.00	68.61	0.00
15.34	143.26	0.00	0.00	45.00	45.00	0.00	0.00	0.00	0.00	31.52	66.70	0.00
4,000.44	2,223.70	0.00	0.00	496.11	496.13	112.33	224.65	355.70	33.08	2,121.99	773.51	0.00

FAYETTEVILLE MACC LEDGER  
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2008 VEH REVIT	2008 FVT	2008 TRANSIT	2008 STORM WATER	2008 FAY STORM WATER	2008 FAY RECYCLE	2008 ANNEX	2007 & PRIOR CC	2007 & PRIOR VEH	2007 & PRIOR CC	2007 & PRIOR VEH REVIT	2007 & PRIOR FVT	2007 & PRIOR STORM WATER
0.00	50.00	25.00	0.00	0.00	0.00	0.00	92.25	65.32	0.00	0.00	35.00	0.00
0.00	11.82	6.83	0.00	0.00	0.00	0.00	21.81	39.65	0.00	0.00	5.00	0.00
0.00	10.00	10.00	0.00	0.00	0.00	0.00	0.00	221.12	0.00	0.00	37.65	0.00
0.00	5.00	5.00	0.00	0.00	0.00	0.00	78.41	132.48	0.00	0.00	30.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.23	67.21	0.00	0.00	15.00	0.00
0.00	20.00	20.00	12.00	0.00	0.00	0.00	11.28	(61.81)	0.00	0.00	(10.00)	12.00
0.00	10.00	5.00	0.00	0.00	0.00	0.00	0.00	85.25	0.00	0.00	15.00	0.00
0.00	10.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.84	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	13.66	13.65	0.00	0.00	0.00	0.00	26.36	201.84	0.00	0.00	42.14	0.00
0.00	15.00	10.00	2.98	5.97	10.44	0.00	262.57	151.55	0.00	0.00	26.55	0.00
0.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	31.67	0.00	0.00	5.00	0.00
0.00	5.00	0.00	12.00	24.00	42.00	0.00	3,490.99	15.42	0.00	0.00	0.82	60.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.39	11.36	0.00	0.00	5.00	0.00
0.00	4.05	4.05	0.26	0.00	0.00	0.00	77.41	19.40	0.00	0.00	0.00	0.00
0.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	36.56	0.00	0.00	6.98	0.00
0.00	9.52	9.52	0.00	0.00	0.00	0.00	18.13	9.07	0.00	0.00	10.00	12.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	15.00	0.00	2.72	0.00	0.00	0.00	10.51	25.73	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.89	26.05	0.00	0.00	10.00	0.00
0.00	15.00	10.00	48.00	96.00	0.00	0.00	0.00	141.53	0.00	0.00	35.00	0.00
0.00	204.05	139.05	77.96	125.97	52.44	0.00	4,172.23	1,219.40	0.00	0.00	269.98	84.00



FAYETTEVILLE MAOC LEDGER  
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2007 & PRIOR FAY STORM WATER	2007 & PRIOR ANNEX	INTEREST	REVIT INTEREST	STORM WATER INTEREST	FAY STORM WATER INTEREST	ANNEX INTEREST	FAY RECYCLE INTEREST	FAY TRANSIT INTEREST	TOTAL TAX & INTEREST
0.00	0.00	1,071.46	0.00	6.81	13.61	0.00	36.10	76.59	167,913.62
0.00	0.00	576.90	0.00	3.45	6.91	0.00	11.17	49.84	131,448.66
0.00	0.00	773.95	0.00	3.45	6.90	0.00	14.55	54.39	106,494.42
0.00	0.00	676.56	0.00	2.47	4.96	0.00	7.84	54.99	86,924.27
0.00	0.00	578.99	0.72	1.87	3.75	0.00	5.93	60.60	168,214.58
0.00	0.00	604.71	1.73	13.04	10.22	0.00	14.06	46.88	109,129.21
0.00	0.00	646.98	0.00	5.83	11.68	0.00	18.45	39.29	151,080.77
0.00	0.00	824.96	1.01	4.56	9.14	0.00	14.45	70.56	12,379,400.39
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	1,056.54	0.00	1.21	2.43	6.12	3.85	101.05	218,227.42
0.00	0.00	1,614.05	0.06	23.30	46.60	0.00	71.73	65.42	163,200.45
0.00	0.00	438.23	0.00	17.24	34.47	0.00	4.42	51.11	936,568.29
24.00	0.00	2,963.63	0.00	40.49	22.08	0.00	22.19	58.23	734,002.54
0.00	0.00	450.60	0.68	3.60	7.23	0.00	15.09	51.91	227,373.81
0.00	0.00	468.52	0.14	0.81	1.23	0.00	1.53	52.77	181,827.60
0.00	0.00	292.66	0.00	12.56	25.11	0.00	7.28	25.06	115,373.99
24.00	0.00	442.29	1.71	0.33	0.65	0.00	0.00	51.24	8,955,182.24
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	639.32	0.00	2.80	4.82	0.00	7.62	67.63	379,329.29
0.00	0.00	365.84	0.00	3.60	7.21	0.00	11.42	32.35	102,258.75
0.00	0.00	700.42	0.00	13.86	27.73	0.00	3.62	56.52	215,404.18
48.00	0.00	15,186.61	6.05	161.28	246.73	6.12	271.30	1,066.43	25,529,354.48