



FAYETTEVILLE CITY COUNCIL
AGENDA
NOVEMBER 26, 2012
7:00 P.M.
Council Chamber

1.0 CALL TO ORDER

2.0 INVOCATION

3.0 PLEDGE OF ALLEGIANCE

4.0 APPROVAL OF AGENDA

5.0 CONSENT

5.1 Amendment to City Personnel Ordinance

5.2 Budget Ordinance Amendment 2013-8 (General Fund - Community Development)

5.3 Capital Project Ordinance Amendment 2013-21 (Building Maintenance Projects)

5.4 P12-51F Request for rezoning from SF-10 Single Family Residential to NC Neighborhood Commercial or to a more restrictive district on property located at 2016 Hope Mills Road, Containing 0.28 acres more or less and being the property of Alternative Investment Holdings, Inc.

5.5 P12-52F Request for rezoning from AR Agricultural Residential to CC Community Commercial or to a more restrictive district on property located at 2254 Gillis Hill Road, Containing 10.46 acres more or less and being the property of Barker Partners.

5.6 Approval of Three Year Lease With NCI Information Systems, Inc. in the Festival Park Plaza Building

5.7 Resolution To Convey Washington Drive and Blue Street Parcels to Fayetteville State University Foundation, Inc.

5.8 Approve Meeting Minutes:

August 22, 2012 Agenda Briefing
August 27, 2012 Discussion of Agenda Items
August 27, 2012 Regular Meeting
September 4, 2012 Work Session
September 10, 2012 Discussion of Agenda Items
September 10, 2012 Regular Meeting
September 11, 2012 Special Meeting
September 19, 2012 Agenda Briefing
September 20, 2012 Special Meeting
September 24, 2012 Discussion of Agenda Items
September 24, 2012 Regular Meeting

5.9 Bid Recommendation- Underground Primary Power Cable

5.10 Bid Award – Contract for Grove Street/Eastern Boulevard Water Main Replacement

5.11 Bid Recommendation- Water and Wastewater Chemical

5.12 PWC Financial Matters: Project Fund Budget Amendments

5.13 Special Revenue Fund Project Ordinance Amendment 2013-6
(Appropriation of Federal Forfeiture and State Controlled Substance Tax Funds for Law Enforcement Purposes)

6.0 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.

6.1 Economic Development Incentives for Sykes Enterprises through
Reaford Road Assoc. LLC
Presenter(s): Russ Rogerson, Alliance Executive Vice President

6.2 P12-53F Request for Special Use Permit to construct a Cellular
Communication Tower on property located at 1363 Hoke Loop Road,
Containing 0.25 acres more or less of 37 acres and being the property of
James, Hazel and Harlee Evans.
Presenter(s): Craig Harmon, AICP, CZO - Planner II

6.3 Public Hearing to discuss "Citizen Review Board"
Presenter(s): Katherine Bryant, Interim Chief of Police

7.0 OTHER ITEMS OF BUSINESS

7.1 Uninhabitable Structures Demolition Recommendations
834 Brewer Street
1203 West Drive
721 Wilma Street
Presenter(s): Scott Shuford, Development Services Director

8.0 ADMINISTRATIVE REPORTS

8.1 Monthly Statement of Taxes for October 2012

9.0 ADJOURNMENT

CLOSING REMARKS

POLICY REGARDING NON-PUBLIC HEARING AGENDA ITEMS

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

POLICY REGARDING PUBLIC HEARING AGENDA ITEMS

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

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

Individuals who have not made a written request to speak on a 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
November 26, 2012 - 7:00 p.m.
COMMUNITY CHANNEL 7**

**COUNCIL MEETING WILL BE RE-AIRED
November 28, 2012 - 10:00 p.m.
COMMUNITY CHANNEL 7**

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

CITY COUNCIL ACTION MEMO

TO: Mayor and City Council
FROM: John Kuhls, Human Resources Development Director
DATE: November 26, 2012
RE: **Amendment to City Personnel Ordinance**

THE QUESTION:

Will the City Council amend the City Personnel Ordinance by deleting Section 19-152, Salary steps under Article VI, Pay Plan as discussed at Council's November 5, 2012 work session?

RELATIONSHIP TO STRATEGIC PLAN:

More Efficient City Government

BACKGROUND:

As Council agreed at the November 5, 2012 work session, removal of the language in Section 19-152, Salary steps is requested since it is no longer relevant and greater hiring flexibility is desired when hiring candidates who have significant training and experience related to vacant positions.

Section 19-152, Salary steps language is: New employees shall normally be appointed at the minimum salary for the classification in which they are employed. Upon the recommendation of the department head and approval of the city manager, a new employee may be appointed to a higher salary step if the employee significantly exceeds the minimum qualifications for the classification by virtue of prior training and experience. Employees shall progress to higher steps in accordance with the pay plan adopted by the city council.

ISSUES:

None.

BUDGET IMPACT:

None.

OPTIONS:

1. Delete the language in Section 19-152, Salary steps under Article VI, Pay Plan.
2. Take no action at this time.

RECOMMENDED ACTION:

Staff recommends that Council move to adopt the attached ordinance amending Section 19 by deleting the language in Section 19-152, Salary steps under Article VI, Pay Plan.

ATTACHMENTS:

Ordinance Deleting Sec 19-152

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE
AMENDING CHAPTER 19, PERSONNEL, OF THE CODE OF ORDINANCES OF THE
CITY OF FAYETTEVILLE, NORTH CAROLINA**

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

Section 1. Section 19-152, Salary steps, under Article VI, Pay Plan, is amended by deleting the same in its entirety.

Section 2. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code or Ordinances, City of Fayetteville, North Carolina, and the section of this ordinance may be renumbered to accomplish such intention.

ADOPTED this _____ day of _____, 2012.

CITY OF FAYETTEVILLE

ANTHONY G. CHAVONNE, Mayor

ATTEST:

PAMELA MEGILL, City Clerk

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Lisa Smith, Chief Financial Officer
DATE: November 26, 2012
RE: **Budget Ordinance Amendment 2013-8 (General Fund - Community Development)**

THE QUESTION:

Council is asked to approve this budget ordinance amendment which will appropriate \$125,000 from General Fund fund balance to provide funding for a Business Assistance Program loan.

RELATIONSHIP TO STRATEGIC PLAN:

Mission Principle: Financially Sound City Government

Goal 1: Greater Tax Base Diversity - Strong Local Economy

BACKGROUND:

The Community Development Department's Business Assistance Program was created to stimulate small business investment in the City, with a focus in the City's redevelopment plan areas. It is designed to provide gap financing in the form of a low interest loan to assist start-up or expanding businesses. The business must receive their primary loan at a bank and demonstrate a need for the additional funds from the City. A job must be created or retained for each \$50,000 loaned. The maximum loan amount is \$125,000, while projects in the historic districts could receive up to \$200,000.

This budget ordinance amendment is needed to fund a \$125,000 loan for a project at 101-103 Person Street that was originally intended to be funded by the Community Development Block Grant. The City needs to fund this loan from another source due to errors in the environmental review process which are required to comply with federal regulations. The loan has already been executed. Work on this project has currently been suspended.

ISSUES:

As the existing loan commitment cannot be funded by Community Development Block Grant funds, the City must identify a replacement funding source.

BUDGET IMPACT:

As noted above.

OPTIONS:

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

RECOMMENDED ACTION:

Adopt Budget Ordinance Amendment 2013-8 as presented.

ATTACHMENTS:

Budget Ordinance Amendment 2013-8

2012-2013 BUDGET ORDINANCE AMENDMENT
CHANGE 2013-8

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

That the City of Fayetteville Budget Ordinance adopted June 11, 2012 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, 2012, and ending June 30, 2013, to meet the appropriations listed in Section 2.

<u>Item</u>	<u>Listed As</u>	<u>Revision</u>	<u>Revised Amount</u>
<u>Schedule A: General Fund</u>			
Fund Balance Appropriation	\$ 7,231,309	\$ 125,000	\$ 7,356,309
All Other General Fund Revenues and OFS	141,112,812	-	141,112,812
Total Estimated General Fund Revenues and Other Financing Sources	<u>\$ 148,344,121</u>	<u>\$ 125,000</u>	<u>\$ 148,469,121</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, 2012, and ending June 30, 2013, according to the following schedules:

<u>Item</u>	<u>Listed As</u>	<u>Revision</u>	<u>Revised Amount</u>
<u>Schedule A: General Fund</u>			
Community Development	\$ 1,801,486	\$ 125,000	\$ 1,926,486
All Other General Fund Departments	146,542,635	-	146,542,635
Total Estimated General Fund Expenditures	<u>\$ 148,344,121</u>	<u>\$ 125,000</u>	<u>\$ 148,469,121</u>

Adopted this 26th day of November, 2012.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Lisa Smith, Chief Financial Officer
DATE: November 26, 2012
RE: **Capital Project Ordinance Amendment 2013-21 (Building Maintenance Projects)**

THE QUESTION:

This amendment will appropriate an additional \$179,850 for building maintenance projects to fund the space needs analysis and renovations.

RELATIONSHIP TO STRATEGIC PLAN:

Goal 2: More Efficient City Government - Cost Effective Service Delivery. Objective 3: Investing in the City's future infrastructure, facilities and equipment.

BACKGROUND:

- The source of funds for this amendment is a transfer from the General Fund of unexpended FY 2011 funds budgeted for this use. These funds are currently available from the FY12 designation.
- If approved, the revised budget will be \$1,990,935.
- These funds will be used to complete the space needs analysis and renovations.

ISSUES:

None

BUDGET IMPACT:

As noted above in the background section.

OPTIONS:

1. Adopt Capital Project Ordinance Amendment 2013-21.
2. Do not adopt Capital Project Ordinance Amendment 2013-21.

RECOMMENDED ACTION:

Adopt Capital Project Ordinance Amendment 2013-21.

ATTACHMENTS:

Capital Project Ordinance Amendment 2013-21

**CAPITAL PROJECT ORDINANCE AMENDMENT
CHANGE 2013-21 (CPO 2009-3)**

Section 1. The project change authorized is to Capital Project Ordinance 2009-3, adopted June 9, 2008, as amended, for the funding of miscellaneous building maintenance projects.

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

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

	Listed As *	Amendment	Revised
General Fund Transfer	\$ 1,761,310	\$ 179,850	\$ 1,941,160
Public Safety Fund Transfer	49,775	-	49,775
	<u>\$ 1,811,085</u>	<u>\$ 179,850</u>	<u>\$ 1,990,935</u>

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

Project Expenditures	<u>\$ 1,811,085</u>	<u>\$ 179,850</u>	<u>\$ 1,990,935</u>
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Section 5. Copies of the capital project ordinance amendment shall be made available to the budget officer and the finance officer for direction in carrying out the projects.

Adopted this 26th day of November, 2012.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Craig Harmon, AICP, CZO - Planner II
DATE: November 26, 2012
RE: **P12-51F Request for rezoning from SF-10 Single Family Residential to NC Neighborhood Commercial or to a more restrictive district on property located at 2016 Hope Mills Road, Containing 0.28 acres more or less and being the property of Alternative Investment Holdings, Inc.**

THE QUESTION:

Does the requested rezoning fit with the character of the neighborhood and the long range plans of the City of Fayetteville?

RELATIONSHIP TO STRATEGIC PLAN:

Livable Neighborhoods
Growth and development

BACKGROUND:

Owner: Alternative Investment Holdings
Applicant: Gary Prime
Requested Action: SF-10 to NC
Property Address: 2016 Hope Mills Road
Council District: 5
Status of Property: Developed
Size: 0.28 acres +/-
Existing Land Use: Residential Structure
Adjoining Land Use & Zoning:
North - OI Office
South - LC Office
East - OI Office
West - SF-10 Residential
Letters Mailed: 80
Land Use Plan / Hope Mills Road Corridor Plan: Office & Institutional

ISSUES:

This property is located on an area of Hope Mills Road designated for Office and Institutional (OI) uses in both the City's Land Use Plan and the Hope Mills Corridor Study. The land use plan calls for this property to become OI and for the property behind it (to the west) to be used as secondary OI. The properties to the north and south already have commercial/office uses.

Zoning Commission voted 5-0 to recommend approval.

Zoning Commission and Staff recommend approval of a more restrictive OI zoning district based on:

1. Property has office uses to the north, south and east.
3. Both the City's Land Use Plan and Hope Mills Road Study call for OI development on this property.

BUDGET IMPACT:

The City would be required to provide an increase in public services that should be offset by the increase this development would bring to the City's tax base.

OPTIONS:

- 1) Approval of the rezoning as presented by staff;
- 2) Approval of the rezoning to a more restrictive OI district; (recommended)
- 3) Denial of the rezoning request.

RECOMMENDED ACTION:

Zoning Commission and Staff Recommend: That the City Council move to APPROVE the rezoning to a more restrictive Office and Institutional district, as presented by staff.

ATTACHMENTS:

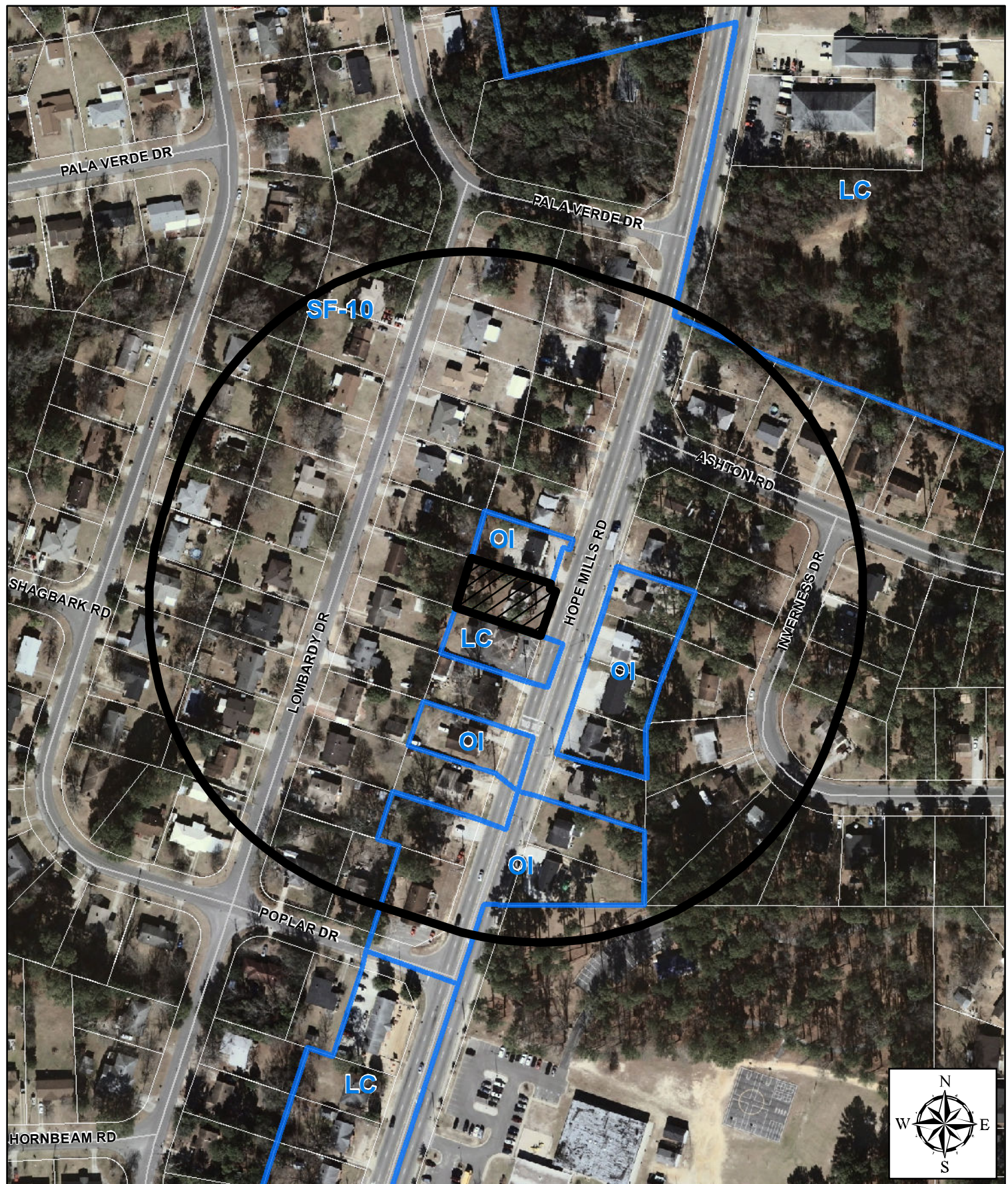
Zoning Map

Current Land Use

Land Use Plan

PowerPoint Presentation

ZONING COMMISSION
CASE NO. P12-51F



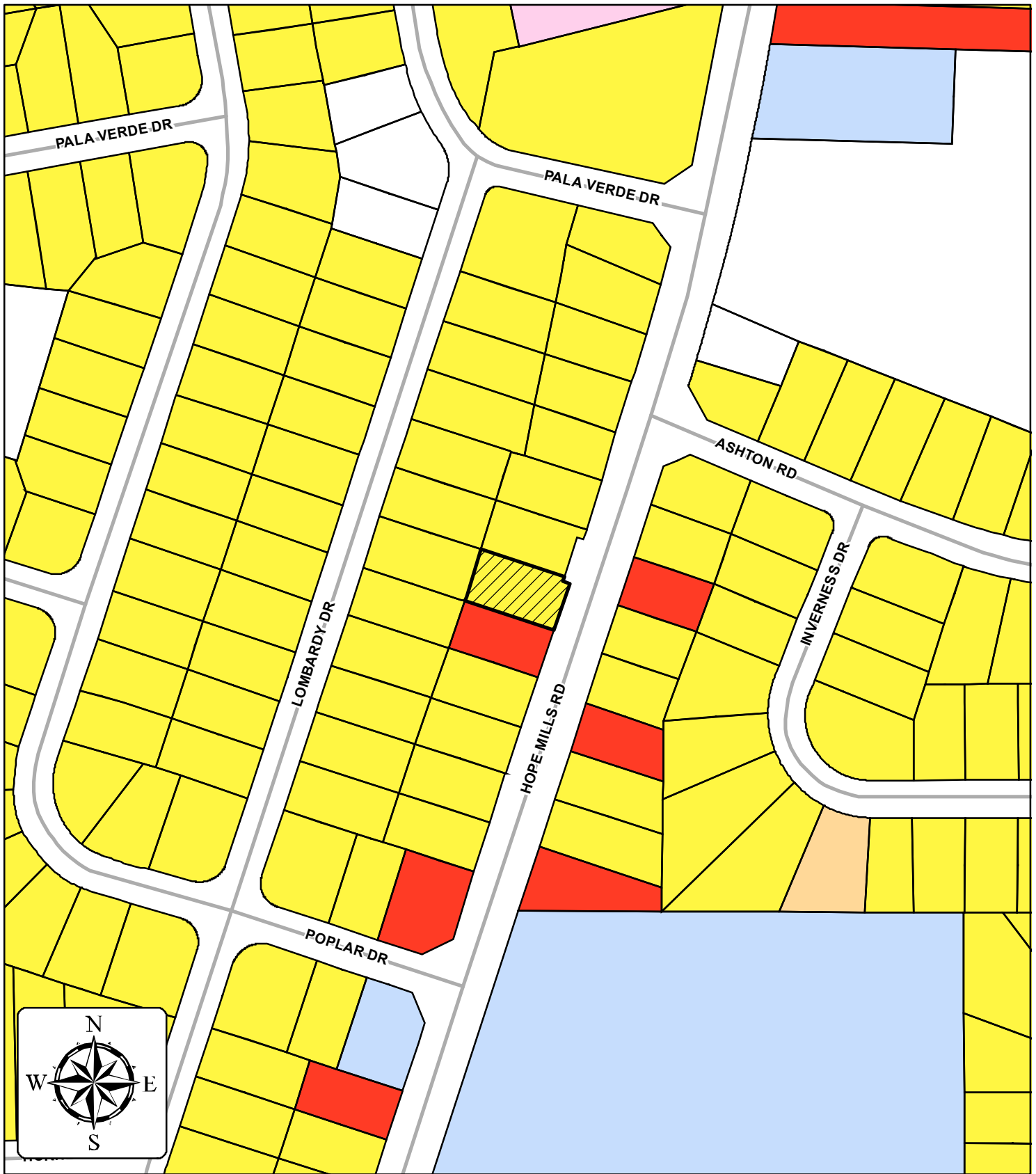
Request: SF-10 to NC
Location: 2016 Hope Mills Rd
Acreage: .28 +/- acres

Zoning Commission: 10/9/2012
City Council: _____
Pin: 0416-12-1574

Recommendation: _____
Final Action: _____

Current Land Use

P12-51F

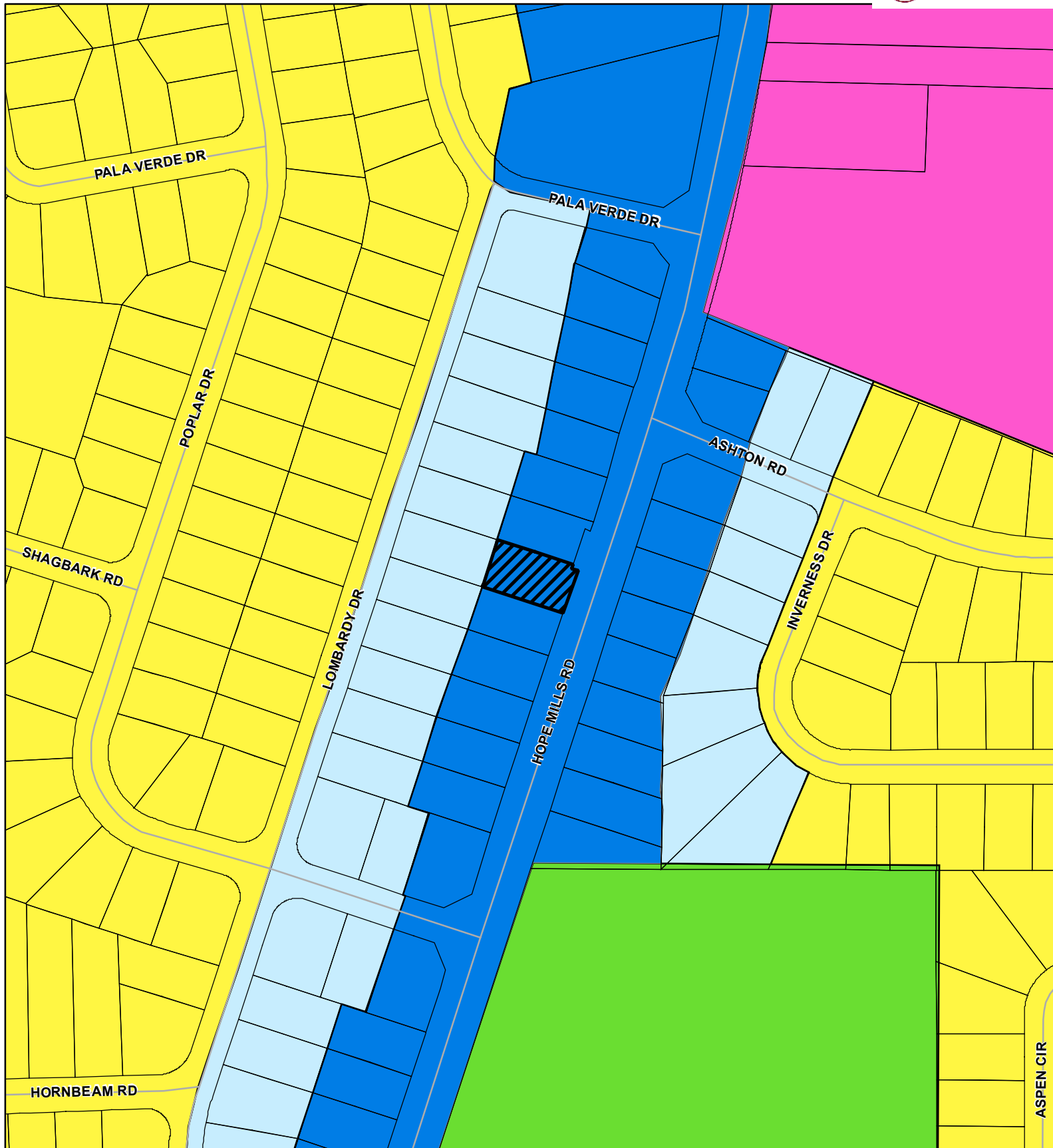


Legend

Existing Landuse	Common Area	Group Quarters	Industrial	Multi-Family	Open Space	Communications-Utilities	Vacant Commercial
Single Family Detached	Commercial	Golf Course	Institutional	Mobile Home	Parking	Under Construction	Not Verified
Single Family Attached	Cemetery	Government Office	Lake	Mobile Home Park	Predominantly Vacant	Vacant Land	Null PIN

2010 Land Use Plan

Case No. P12-51F



Legend

Academic Training-Fort Bragg	Farmland	Historical District-Fort Bragg	Neighborhood Activity Node	Policy Directed Light Commercial
Activity Node	Governmental	Light Commercial	Office & Institutional	Policy Directed Office & Institutional
Airfield Operations-Fort Bragg	Heavy Commercial	Light Industrial	One Acre Residential Lots	Range & Training-Fort Bragg
Community Activity Node	Heavy Industrial	Low Density Residential	Open Space	Redevelop/Holding-Fort Bragg
Downtown	High Density Residential	Medium Density Residential	Policy Directed Heavy Commercial	Suburban Density Residential

5431

CITY COUNCIL MEETING

November 26, 2012

433 Hay Street
Fayetteville, NC 28301
www.cityoffayetteville.org
facebook.com/cityoffayetteville
Twitter @CityOfFayNC



CASE NO. P12-51F

Consent Item



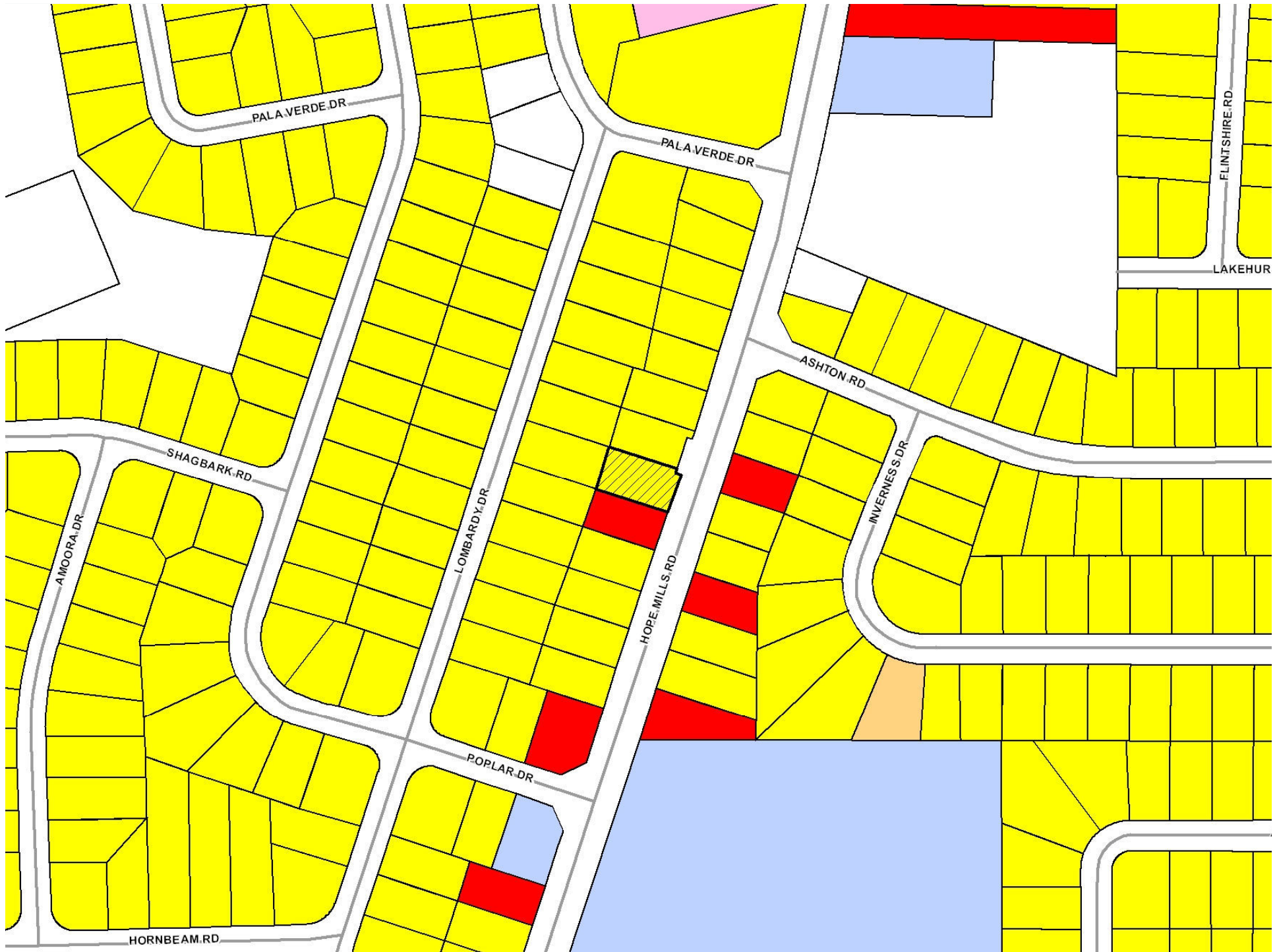
Requested Action: SF-10 to LC

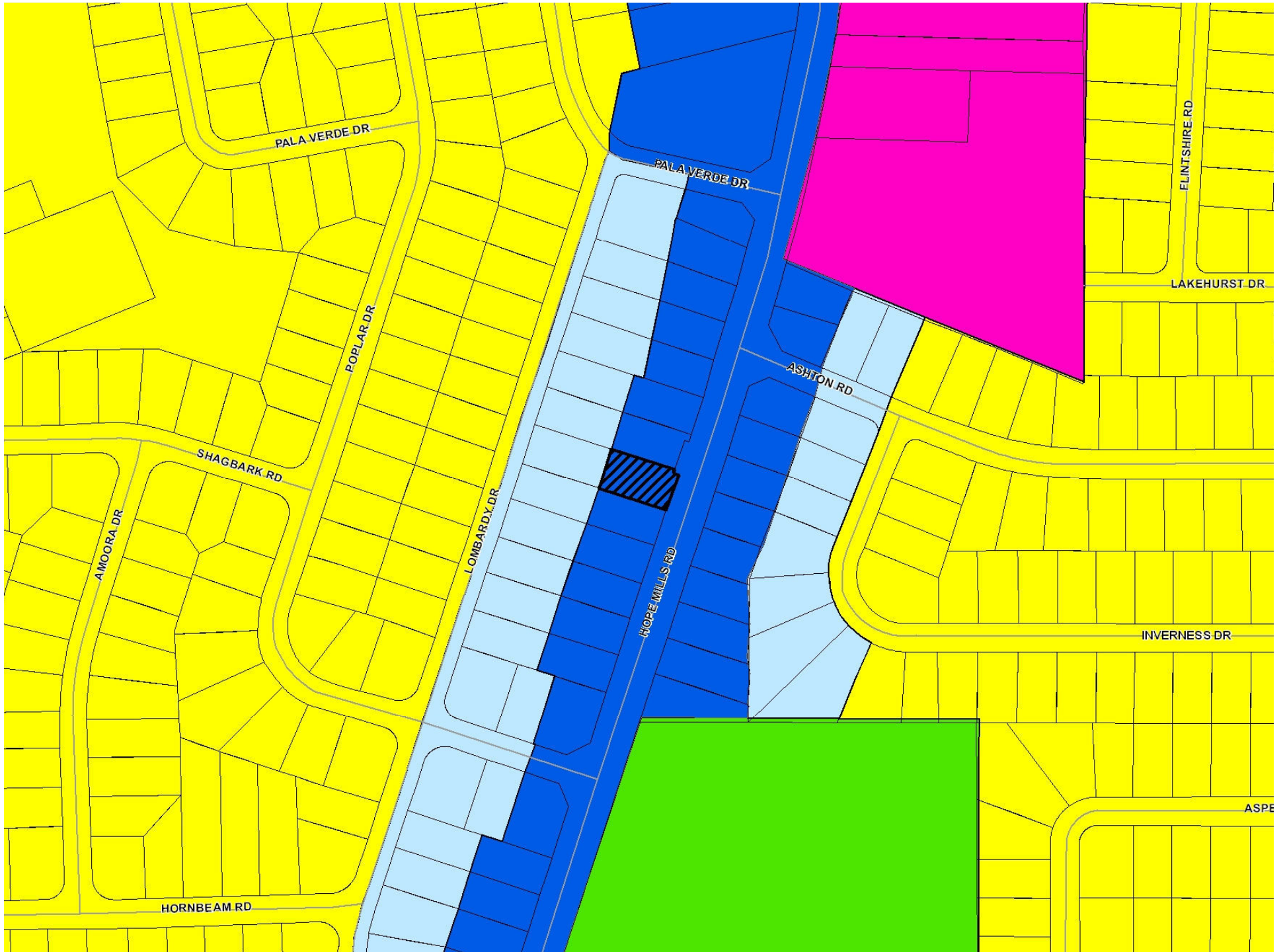
Property Address: 2016 Hope Mills Road

Size: 0.28 acres +/-





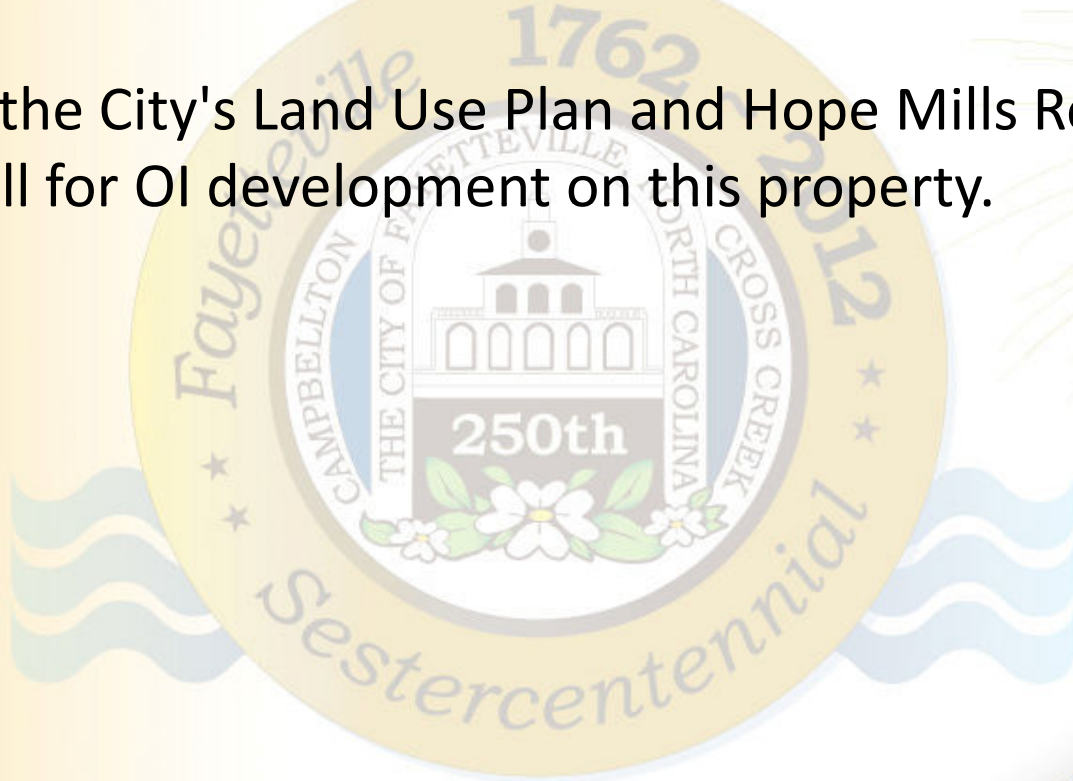






Zoning Commission and Staff recommends approval of a more restrictive OI zoning district based on:

1. Property has office uses to the north, south and east.
2. Both the City's Land Use Plan and Hope Mills Road Study call for OI development on this property.



CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Craig Harmon, AICP, CZO - Planner II
DATE: November 26, 2012
RE: **P12-52F Request for rezoning from AR Agricultural Residential to CC Community Commercial or to a more restrictive district on property located at 2254 Gillis Hill Road, Containing 10.46 acres more or less and being the property of Barker Partners.**

THE QUESTION:

Does the requested rezoning fit with the character of the neighborhood and the long range plans of the City of Fayetteville?

RELATIONSHIP TO STRATEGIC PLAN:

Livable Neighborhoods
Growth and development

BACKGROUND:

Owner: Barker Partners
Applicant: Tom Barker
Requested Action: AR to CC
Property Address: 2254 Gillis Hill Road
Council District: 8
Status of Property: Developed
Size: 10.46 acres +/-
Existing Land Use: Residential Structure
Adjoining Land Use & Zoning:
North - LC Commercial
South - CC Commercial
East - AR Residential
West - AR Residential and CC Commercial
Letters Mailed: 46
Land Use Plan: Heavy Commercial

ISSUES:

This property is located on Gillis Hill Road and Raeford Roads and just off of Highway 401. The City's Land Use Plan calls for heavy commercial to be placed on this property and commercial development has already occurred to both the north and south. This property is in a newly forming major commercial node for the City.

Zoning Commission voted 5-0 to recommend approval.

Zoning Commission and Staff recommend approval of the CC zoning district based on:

1. Property to the north, south and some to the west have already been zoned to CC.
2. The properties to the north and south are already developed as commercial properties.
3. City's Land Use Plan calls for this property to be used as heavy commercial.

BUDGET IMPACT:

The City would be required to provide an increase in public services that should be offset by the increase this development would bring to the City's tax base.

OPTIONS:

- 1) Approval of the rezoning as presented by staff; (recommended)

- 2) Approval of the rezoning to a more restrictive district;
- 3) Denial of the rezoning request.

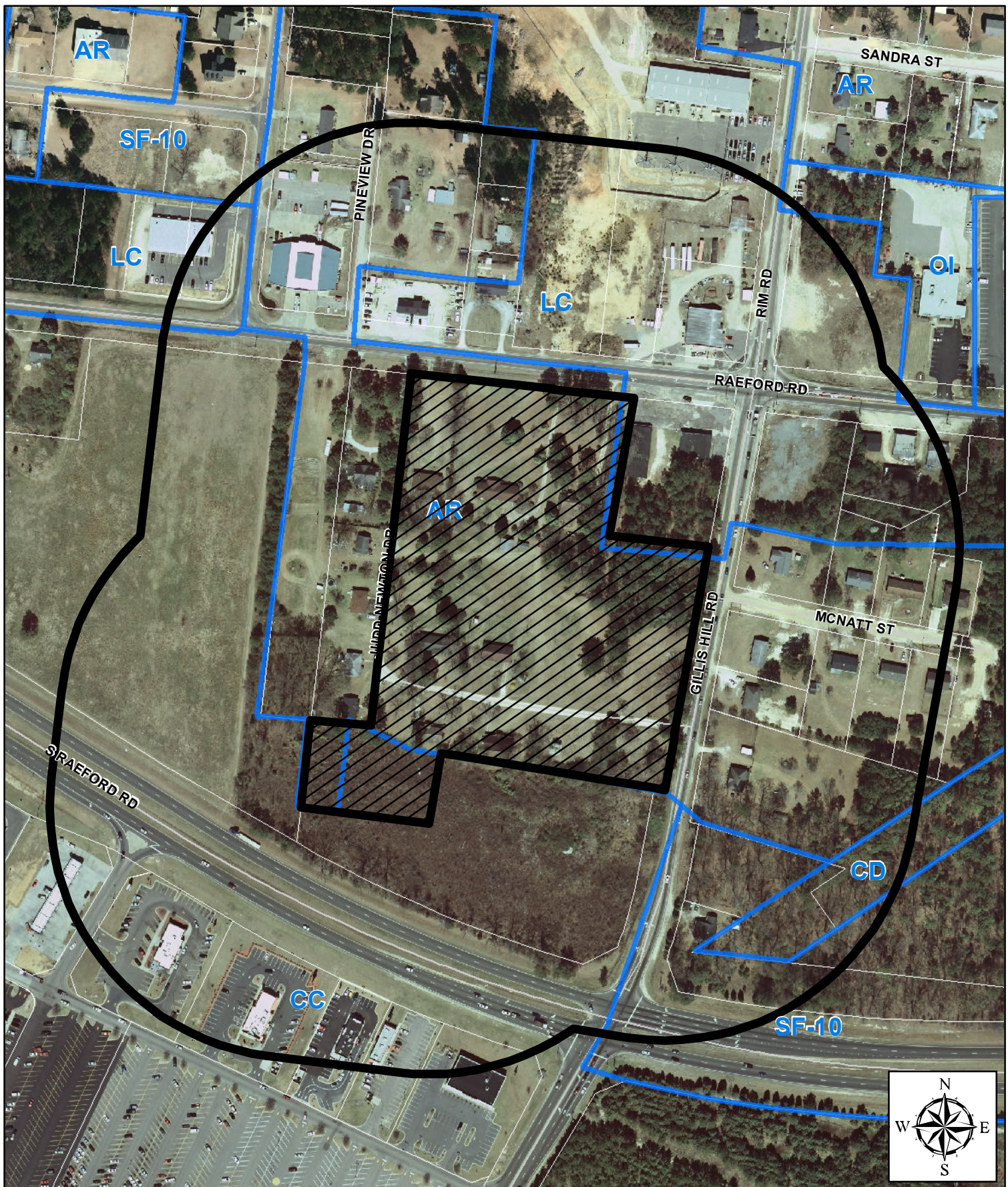
RECOMMENDED ACTION:

Zoning Commission and Staff Recommend: That the City Council move to APPROVE the rezoning to the Community Commercial district, as presented by staff.

ATTACHMENTS:

Zoning Map
Current Land Use
Land Use Plan

ZONING COMMISSION
CASE NO. P12-52F



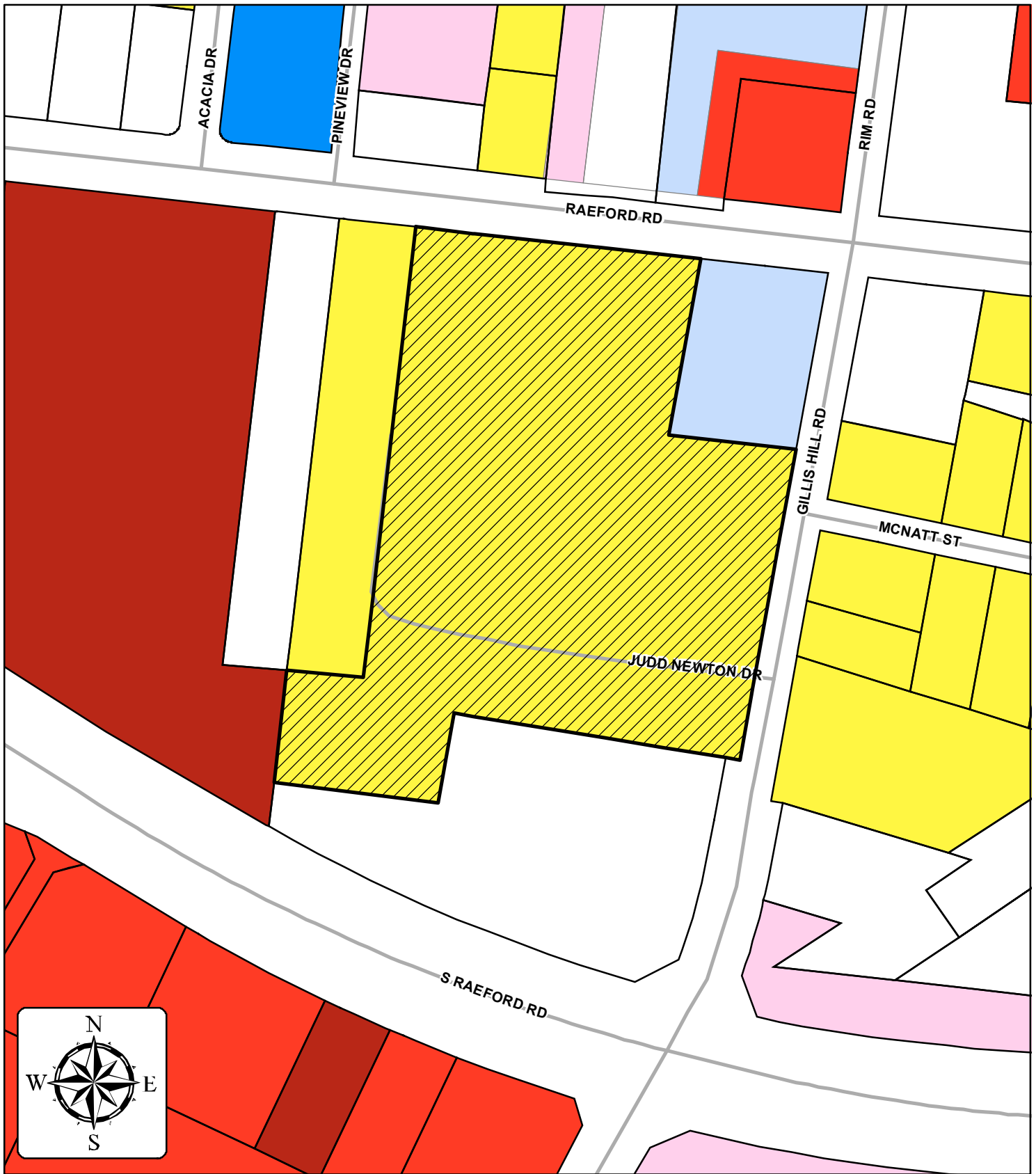
Request: AR to CC
Location: 2254 Gillis Hill Road
Acreage: 10.46 +/- acres

Zoning Commission: 10/9/2012
City Council: _____
Pin: 9486-45-8654

Recommendation: _____
Final Action: _____

Current Land Use

P12-52F

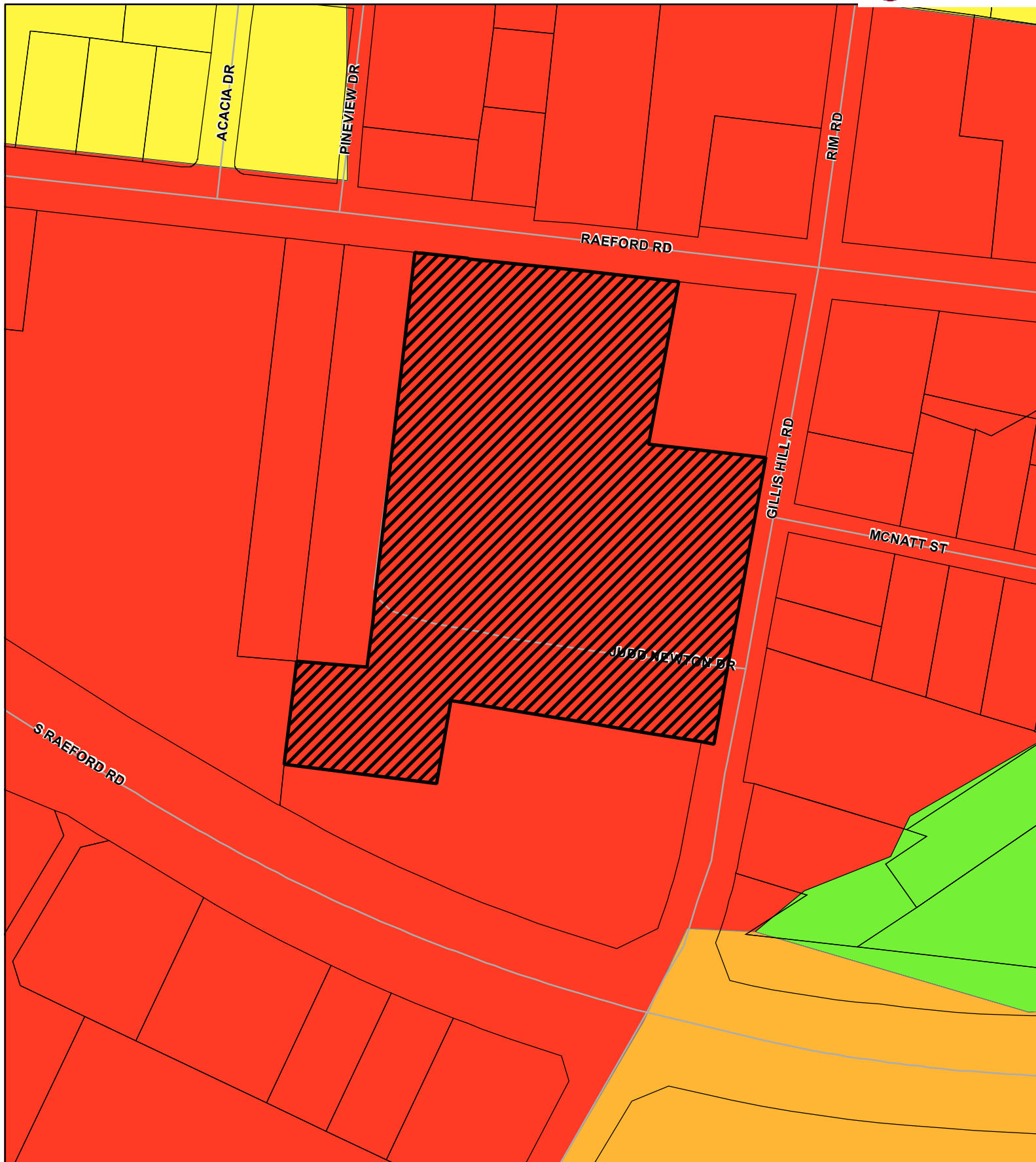


Legend

Existing Landuse	Common Area	Group Quarters	Industrial	Multi-Family	Open Space	Communications-Utilities	Vacant Commercial
Single Family Detached	Commercial	Golf Course	Institutional	Mobile Home	Parking	Under Construction	Not Verified
Single Family Attached	Cemetery	Government Office	Lake	Mobile Home Park	Predominantly Vacant	Vacant Land	Null PIN

2010 Land Use Plan

Case No. P12-52F



Legend

Land Use Plan	Community Activity Node	Heavy Industrial	Low Density Residential	Open Space	Redevelop/Holding-Fort Bragg
CLASSDN	Downtown	High Density Residential	Medium Density Residential	Policy Directed Heavy Commercial	Suburban Density Residential
Academic Training-Fort Bragg	Farmland	Historical District-Fort Bragg	Neighborhood Activity Node	Policy Directed Light Commercial	
Activity Node	Governmental	Light Commercial	Office & Institutional	Policy Directed Office & Institutional	
Airfield Operations-Fort Bragg	Heavy Commercial	Light Industrial	One Acre Residential Lots	Range & Training-Fort Bragg	

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Kecia Parker, Real Estate Manager
DATE: November 26, 2012
RE: **Approval of Three Year Lease With NCI Information Systems, Inc. in the Festival Park Plaza Building**

THE QUESTION:

How to respond to a request from NCI Information Systems, Inc. to enter into a three year lease for 3,490 square feet of the Festival Park Plaza building.

RELATIONSHIP TO STRATEGIC PLAN:

More Efficient City Government-Cost Effective Services Delivery

BACKGROUND:

On June 17, 2011 the City of Fayetteville acquired what is known as the Festival Park Plaza Building. NCI Information Systems, Inc. has leased 3,490 square feet in the building since December 1, 2009. Their current lease expires December 1, 2012 and they have asked the City of Fayetteville to enter into another 3 year term.

ISSUES:

None

BUDGET IMPACT:

No significant impact to the budget.

OPTIONS:

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

RECOMMENDED ACTION:

Authorize the City Manager to enter into a three-year lease with NCI Information Systems, Inc. beginning on December 1, 2012, with an annual rental rate of \$66,310.00 the first year, \$68,299.30 the second year, and \$70,348.28 the third year and further authorize him to do any and all things necessary to implement the lease consistent with City Council's authorization.

ATTACHMENTS:

Lease

**LEASE AGREEMENT FOR THE
FESTIVAL PARK PLAZA OFFICE BUILDING**

ARTICLE I - REFERENCE DATA

1.1 SUBJECTS REFERRED TO: Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section 1.1:

TENANT: NCI Information Systems, Inc.

TENANT'S ADDRESS mailing: 11730 Plaza America Drive
Reston, VA 20190

TENANT'S ADDRESS (for notice & billing): Sandy Smith
11730 Plaza America Drive
Reston, VA 20190

LANDLORD The City of Fayetteville

LANDLORD'S MANAGING AGENT Grant-Murray Real Estate, LLC
MANAGING AGENT'S ADDRESS P.O. Box 35437
Fayetteville, NC 28303
Telephone (910) 829-1617
patrick@grantmurrayre.com

SITE ADDRESS: 225 Ray Ave
Suite 240
Fayetteville, NC 28301

TENANT'S RSF: 3,490±
BUILDING TOTAL RSF: 41,414 ±

TENANT'S PROP. SHARE: N/A

TERM COMMENCEMENT DATE: The date upon which this Lease shall have been fully executed by both Landlord and Tenant

RENT COMMENCEMENT DATE: The date which is ninety days following the Term Commencement Date.

TERM EXPIRATION DATE: The date which is thirty six (36) months following the Term Commencement Date.

DESIGN COMPLETION DATE: [not applicable]

OUTSIDE DELIVERY DATE: [not applicable]

RENT SCHEDULE: Year	Monthly Rent	Annual Rent
Year 1	\$5,525.83	\$66,310.00
Year 2	\$5,691.61	\$68,299.30
Year 3	\$5,862.36	\$70,348.28

FIRST FULL MONTH'S TOTAL FIXED RENT: \$5,525.83

* Operating Expenses are adjusted as described in Section 4 of this Lease.

OPERATING EXPENSE BASE YEAR [not applicable]

SECURITY DEPOSIT N/A-

TENANT IMPROVEMENT ALLOWANCE [not applicable]

PERMITTED USES general office use only

INSURANCE REQUIREMENTS: see Article VI

1.2 EXHIBITS: The exhibits listed below are incorporated into and form a part of this Lease:

EXHIBIT A Property DescriptionPage ____

EXHIBIT B Layout of PremisesPage ____

EXHIBIT B-1 Layout of Expansion SpacesPage ____

EXHIBIT C Landlord's WorkPage ____

EXHIBIT D Landlord's ServicesPage ____

EXHIBIT E Rules and RegulationsPage ____

EXHIBIT F Subordination, Non-Disturbance and Attornment Agreement.....Page ____

1.3 SPECIAL PROVISIONS:

1. This lease is subject to mutual acceptance.
2. Tenant will be listed on the building office directory located at the main office entrance on the first floor as part of all tenants listed in the building. All signage shall be subject to Landlord's approval and shall be in compliance with the building signage program and The City of Fayetteville.
3. Tenant will be accepting the space in its "as-is" condition, except as specifically set forth in Section 3.1.

ARTICLE II - PREMISES AND TERM

2.1 PREMISES: Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord that certain portion of the Landlord's Property ("Landlord's Property" being described on the attached Exhibit A) commonly known as Suite 240, as the same are more particularly delineated on the attached Exhibit B, excluding exterior faces of exterior walls, the common facilities area and building service fixtures and equipment serving (either exclusively or in common) other parts of the Building. Tenant's space, with such exclusions, is hereinafter referred to as the "Premises." Notwithstanding anything to the contrary, Landlord shall deliver the Premises in a structurally sound condition, free from all latent and hidden defects, and the heating, ventilating and air conditioning system and all other mechanical, electrical and plumbing systems servicing the premises shall be in good working order and condition. Tenant acknowledges that the act of taking possession of the Premises shall constitute acceptance thereof and conclusive evidence that Tenant has inspected and examined the entire Premises and utility installations and that the same were, and are, in good working order and condition.

Tenant shall have, as appurtenant to the Premises, the right to use in common with others entitled thereto: (a) the common facilities included in the Building or on the lot, including the parking facility, to the extent from time to time designated by Landlord; and (b) the building service fixtures and equipment serving the Premises.

Landlord reserves the right from time to time, without unreasonable interference with Tenant's use, (a) to install, repair, replace, use, maintain and relocate for service to the Premises and to other parts of the Building or either, building service fixtures and equipment wherever located in the Building and (b) to alter or relocate any other common facility provided that substitutions are substantially equivalent or better.

2.2 TERM: To have and to hold for an initial period (the "Initial Term") commencing on the Term Commencement Date set out in Section 1.1 (the "Commencement Date") and continuing until the Term Expiration Date, unless sooner terminated as provided in Sections 3.2 or 7.1 or in Article IX.

So long as Tenant is not in default beyond any applicable notice and cure period, Tenant shall have the right, at its option, to extend the Term of this Lease for two (2) additional, consecutive periods of three (3) years each (the "Option Periods"), at the Base Rent set forth in Section 4.1, and upon all of the other terms, conditions, covenants and provisions set forth herein; provided, however, that Tenant may only extend the Term of this Lease by giving Landlord written notice of such extension on or prior to a date which is six (6) months before the expiration of the Initial Term or any Option Period, as the case may be. The expression "Term" of this Lease as hereinafter used shall mean and refer to the Initial Term of this Lease and any Option Periods, as the context may permit or require.

ARTICLE III LANDLORD'S WORK/TENANT'S ALTERATIONS, MAINTENANCE AND REPAIRS

3.1. CONSTRUCTION AND DELIVERY OF PREMISES. Landlord agrees to perform the work outlined in Exhibit C attached hereto. Except with respect to the foregoing, Tenant shall accept the Premises in its "as is" condition and Landlord is under no obligation to make any alterations, decorations, additions, improvements or other changes (collectively "Alterations") in or to the Premises.

3.2 ALTERATIONS. Except as otherwise provided below, Tenant shall not make or permit anyone to make any Alteration in or to the Premises or the Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall respond to a request by Tenant for approval of an Alteration within five (5) business days of receipt of plans and specifications as may be required. Should Landlord disapprove of any Alteration, it shall provide Tenant with detailed reasons why. Any Alteration made by Tenant shall be made: (a) in a good and workmanlike manner; (b) by a licensed contractor; (c) in accordance with plans and specifications provided by Tenant and reviewed, at no charge to Tenant, by Landlord; and (d) in accordance with all applicable laws and requirements of any firm insuring the Building. If a lien (or a petition to establish a lien) is filed in connection with any Alteration, then such lien (or petition) shall be discharged by Tenant at Tenant's expense within fifteen (15) days of Tenant's receipt of notice of such lien (or petition) by the payment thereof or filing of a bond reasonably acceptable to Landlord. Landlord's consent to an Alteration shall be deemed not to constitute Landlord's consent to subjecting its interest in the Premises or the Building to liens which may be filed in connection therewith. Notwithstanding anything contained herein to the contrary, Alterations that cost less than ten thousand (\$10,000.00) dollars shall not require Landlord's prior consent.

All Alterations to the Premises or the Building made by either party shall immediately become Landlord's property and shall be surrendered with the Premises at the expiration or earlier termination of the Lease Term, except that (a) Tenant shall have the right to remove, prior to the expiration or earlier termination of the Lease Term, movable furniture, movable furnishings and movable trade fixtures installed in the Premises by Tenant solely at Tenant's expense. Landlord shall have the right to repair at Tenant's expense any damage to the Premises or the Building caused by such removal or to require Tenant to do the same (normal wear and tear excepted). If any such item is not removed prior to the expiration or earlier termination of the Lease Term, then such item shall become Landlord's property and shall be surrendered with the Premises as a part thereof.

Promptly after the completion of an Alteration, Tenant at its expense shall deliver to Landlord one (1) set of accurate as-built drawings showing such Alteration.

3.3 MAINTENANCE AND REPAIRS. Tenant shall maintain the Premises and all fixtures and equipment located therein or exclusively serving the Premises (but excluding base building structures, systems, fixtures and equipment) in clean, safe and sanitary condition, take good care thereof, make all repairs and replacements thereto and suffer no waste or injury thereto. Tenant shall give Landlord prompt written notice of any defect in or damage to the Building or any part thereof. At the expiration or earlier termination of the Lease Term,

Tenant shall surrender the Premises broom clean and in good order, condition and repair, except for ordinary wear and tear and insured casualty.

ARTICLE IV - RENT

4.1 **MONTHLY PAYMENTS OF RENT:** Tenant agrees to pay to Landlord, without any notice, demand, offset or reduction whatsoever, (except as made in accordance with the express provisions of this Lease) the Base Rent (sometimes also referred to herein as the "Total Fixed Rent") in equal monthly installments as set out in Section 1.1 (or, with respect to the Option Periods, in this Section 4.1), as may be adjusted pursuant on the terms hereof, in advance on the first day of each calendar month beginning on the Rent Commencement Date. In addition, Tenant agrees to pay all other sums required to be paid under the provisions of this Lease as additional rent ("Additional Rent") upon notice and as such shall become due.

The annual rental for the first three (3) year Option Period shall be at a rate to be negotiated between Landlord and Tenant commencing with the expiration of the second (2nd) year of the Initial Term. Landlord and Tenant shall endeavor in good faith within the next sixty (60) days to agree upon a rental rate for the first three (3) year Option Period. However, if Landlord and Tenant are unable to agree within such sixty (60) day period, then Landlord and Tenant shall each within the next fifteen (15) business days name an appraiser to represent them, and the two so appointed shall endeavor to jointly agree on the then current market rental value of the Premises. As used in this Lease, "current market rental value" shall mean the market annual net rental rate per square foot for the applicable space and for the time as to which such rate is being determined, that a willing tenant would pay and a willing landlord would accept, in arm's length bona fide negotiations (taking into consideration all relevant factors including, without limitation, the following factors: rent being charged in other similar office buildings located in Fayetteville, North Carolina for comparable tenants, for leases then being entered into for comparable space to the Premises; location, quality, amenities, age and reputation of the buildings in which the space being compared is located; use and size of the space under comparison; location and/or floor level of the subject space, location and presence on the floor, window-line, elevator exposure, and any comparison space within their respective buildings; extent of services provided or to be provided; extent and condition of leasehold improvements in the subject space and in any comparison space; abatements pertaining to the subject space and to any comparison space (including with respect to base rental, operating expense and/or real estate taxes); inclusion of parking charges in rental, if applicable; lease takeovers/assumptions by the landlord of the comparison space, if applicable; moving allowances granted, if any, in connection with the subject space and with respect to any comparison space; relocation allowances granted, if any, in connection with the subject space and with respect to the comparison space; construction, refurbishment and repainting allowances granted, if any, in connection with the subject space and with respect to any comparison space; any other concessions or inducements in connection with the subject space and with respect to any comparison space; term or length of lease of subject space and of any comparison space; overall creditworthiness of Tenant and Tenants in comparable space; the time the particular rental rate under consideration was agreed upon and became or is to become effective; and payment of a leasing commission, fees, bonuses or other compensation whether to Tenant's representatives or to Landlord, or to any person or entity affiliated with Tenant or Landlord, or otherwise. If either Landlord or Tenant fails to designate by written notice to the other its appraiser in the time stated, the one properly appointed shall be empowered to set the then current market rental value of the Premises. If the two are appointed and are unable to agree within thirty (30) days after their appointment, they shall appoint a third appraiser, who shall be empowered to fix the then current market rental value of the Premises, and if the two fail to agree on a third appraiser within ten (10) business days, then the parties hereto shall request that a third appraiser be appointed by the American Arbitration Association. Such appraiser so appointed shall fix the then current market rental value of the Premises, and such value shall be the Base Rent during the first year of the first Option period, with the Base Rent for each subsequent year of the Option Period to increase by three percent (3%) over the previous year. Notwithstanding anything to the contrary in this Section 4.1, if the current market rental value has not been fixed within thirty (30) days of the time for exercise of the renewal option, the time for exercise of such option shall be extended to the date thirty (30) days after the current market rental value has been determined. All appraisers must be MAI qualified with at least ten (10) years experience with commercial office space in the Fayetteville area. Each party shall bear the costs of its own appraiser; all other costs of the arbitration shall be shared equally between Landlord and Tenant.

If Tenant is entitled to exercise its option for the second three (3) year Option Period and gives notice of so doing as provided for the first three (3) year Option Period, the parties shall use the same procedure for fixing rent for such second three (3) year Option Period as is provided for the first three (3) year Option Period.

Notwithstanding anything in this Section 4.1 to the contrary, in no event shall the Base Rent for any Option Period be less than Initial Term, or the preceding Option Period, as applicable.

4.2 OPERATING COSTS: Intentionally Deleted

4.3 PAYMENTS: All payments of Total Fixed Rent and Additional Rent shall be made to Managing Agent at its address, or to such other person as Landlord may from time to time designate. Since late payment of either Total Fixed Rent, as adjusted, or Additional Rent or other sum due hereunder from Tenant to Landlord will result in administrative expense to Landlord, the extent of which would be extremely difficult and economically impractical to ascertain, Tenant agrees that if Total Fixed Rent, Additional Rent or any other payment due hereunder from Tenant remains unpaid for more than ten (10) days after said amount is due, such payment shall be increased monthly by a late charge payable by Tenant equal to five percent (5%) of the amount of the delinquent payment. The amount of the late charges for any month shall be computed on the aggregate amount of all delinquent payments, including all accrued late charges, then outstanding. The provisions of this section in no way relieve Tenant of the obligation to make all required payments when due, nor do such provisions in any way affect Landlord's remedies under this Lease.

Tenant further agrees that if any payment of Total Fixed Rent, as adjusted, or Additional Rent or other payment due hereunder is not made as and when due, Landlord may employ an attorney to assist in the collection thereof, and Tenant shall be responsible for and shall pay to Landlord reasonable attorney's fees in connection with the collection of rent or other sums due hereunder.

ARTICLE V - LANDLORD'S COVENANT

5.1 LANDLORD'S COVENANTS DURING THE TERM: Landlord covenants during the Term:

5.1.1 Building Services. To furnish, through Landlord's employees or independent contractors, the services listed in Exhibit D;

5.1.2 Additional Building Services. To furnish, through Landlord's employees or independent contractors, reasonable additional Building operation services beyond those listed in Exhibit D upon reasonable advance request of Tenant at equitable rates from time to time established by Landlord to be paid by Tenant; Landlord shall at all times operate and maintain the Building in accordance with a standard at least as high as that customarily followed in the operation and maintenance of first class office buildings similar to the Building.

5.1.3 Repairs. Except as otherwise provided in Article VII, to make such repairs to the structural elements of the Building, to include the roof, exterior walls, floor slabs and common facilities of the Building as may be necessary to keep them in serviceable condition, such repairs to be made by Landlord within a reasonable time from Landlord's receipt of notice of the need for such repairs;

5.1.4 Quiet Enjoyment. That Landlord has the right to make this Lease and that Tenant on paying the rent and performing its obligations hereunder shall peacefully and quietly have, hold and enjoy the Premises throughout the Term without any manner of hindrance or molestation from Landlord, or anyone claiming under Landlord, subject however to all the terms and provisions hereof; and

5.1.5 Indemnity. To defend, save harmless, and indemnify Tenant from any liability for injury, loss, accident or damage to any person or property and from any claims, actions, proceedings and expenses and cost in connection therewith (including, without limitation, reasonable counsel fees) (i) arising from the willful act, negligence or other misconduct of Landlord, or (ii) resulting from the failure of Landlord to perform and discharge its covenants and obligations under this Lease.

5.2 INTERRUPTIONS: Landlord shall not be liable to Tenant for any compensation or reduction of rent by reason of inconvenience or annoyance or for loss of business arising from power losses or shortages or from the necessity of Landlord's entering the Premises for any of the purposes authorized in this Lease, or for repairing the Premises or any portion of the Building or lot. In case Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefore, nor, except as expressly otherwise provided in Article VII, shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

Landlord reserves the right to cease any service or utility system when necessary by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

Notwithstanding anything contained herein, if Tenant cannot reasonably use all, or any portion of the Premises for Tenant's normal business operations by reason of any interruption in services by Landlord and such condition exists for three (3) consecutive business days, then Tenant's rent shall be equitably abated for that portion of the Premises that Tenant is unable to occupy until such service is restored and Tenant is able to use the Premises. Except in the case of an emergency, Landlord will give Tenant at least four (4) days prior notice if Landlord intends to interrupt any services required to be furnished by Landlord.

ARTICLE VI - TENANT'S COVENANTS

6.1 TENANT'S COVENANTS DURING THE TERM: Tenant covenants during the Term and such further time as Tenant occupies any part of the Premises:

6.1.1 Tenant's Payments. To pay when due (a) all Base Rent, Additional Rent, and late charges, (b) all taxes which may be imposed on Tenant's personal property in the Premises (including without limitation, Tenant's fixtures and equipment) regardless of to whom assessed, (c) all charges by public utilities for telephone and other utility services (including service inspections therefor) rendered for the benefit of the Premises not otherwise required hereunder to be furnished by Landlord without additional charge and not consumed in connection with any services required to be furnished by Landlord without additional charge, and (d) as Additional Rent, all charges of Landlord for services rendered pursuant to Section 5.1.2 hereof and all other sums or charges provided for herein;

6.1.2 Repairs and Yielding Up. Except as otherwise provided in Article VII and Section 5.1.3, to keep the Premises in good order, repair and condition, reasonable wear and tear only excepted; and at the expiration or termination of this Lease, peaceably to surrender the Premises and all changes and additions therein in as good order, repair and condition as they were when received, reasonable wear and tear, and insured casualty only excepted, first removing all goods and effects of Tenant and any items, the removal of which is required by agreement or specified therein to be removed at Tenant's election and which Tenant elects to remove, and repairing all damage caused by such removal and restoring the Premises and leaving them clean and neat, Landlord reserving the right to perform these acts upon Tenant's failure to do so and to deduct all costs of performance from Tenant's Security Deposit or to bill Tenant as Additional Rent for such costs. Tenant shall also be responsible for costs of repair of any and all damage to the common areas and/or other parts of the Building by Tenant and Tenant's agents, employees, and independent contractors, Landlord reserving the right to perform these acts and deducting all costs of performance from Tenant's Security Deposit or billing Tenant as Additional Rent for such costs.

6.1.3 Occupancy and Use. Continuously from the Commencement Date, to use and occupy the Premises only for the Permitted Uses, and not to injure or deface the Premises, Building, or lot, nor to permit in the Premises any auction sale, nuisance, or the emission from the Premises of any objectionable noise or odor, nor any use thereof

which is improper, offensive, contrary to law or ordinances, or liable to render necessary any alteration or addition to the Building;

6.1.4 Rules and Regulations. To comply with the Rules and Regulations set forth in Exhibit E and all other reasonable Rules and Regulations hereafter made by Landlord of which Tenant has been given notice for the care and use of the Building and lot and their facilities and approaches, it being understood that Landlord shall not be liable to Tenant for the failure of other tenants of the Building to conform to such Rules and Regulations;

6.1.5 Safety Appliances. To keep the Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public or private authority having jurisdiction over the Premises (including insurance underwriters or rating bureaus) because of any use made by Tenant and to procure all licenses and permits so required because of such use and, if requested by Landlord, to do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way the Permitted Uses;

6.1.6 Assignment and Subletting. Not to assign this Lease nor, without the prior written consent of Landlord, to make any sublease, nor to permit occupancy of the Premises or any part thereof by anyone other than Tenant voluntarily or by operation of law; to reimburse Landlord promptly for reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assignment or subletting; notwithstanding the foregoing, no assignment or subletting shall affect the continuing primary liability of Tenant (which, following assignment, shall be joint and several with the assignee), and no consent to any of the foregoing in a specific instance shall operate as a waiver in any subsequent instance;

Tenant shall have the right upon prior written notice to Landlord, but without Landlord's consent, to assign this Lease to a corporation which it may merge or consolidate, to any parent or subsidiary of Tenant's, or to a purchaser of substantially all of Tenant's assets, provided the assignee executes an agreement reasonably required by Landlord assuming Tenant's obligations; provided further that, notwithstanding the foregoing, no assignment or subletting shall affect the continuing primary liability of Tenant (which, following assignment, shall be joint and several with the assignee).

In no event shall this Lease be assignable by operation of any law (except that this Lease may be assigned to any entity into which the Tenant may be merged or which acquires all or substantially all of Tenant's domestic assets), and Tenant's rights hereunder may not become, and shall not be listed by Tenant as, an asset under any bankruptcy, insolvency or reorganization proceedings.

6.1.7 Indemnity. To defend, with counsel reasonably acceptable to Landlord, save harmless, and indemnify Landlord and its elected officials, directors, employees, officers, agents, successors and assigns from any liability for injury, loss, accident or damage to any person or property and from any claims, actions, proceedings and expenses and costs in connection therewith (including, without limitation, reasonable counsel fees) (i) arising from the omission, fault, willful act, negligence or other misconduct of Tenant, or from any use made or thing done or occurring within the Premises unless such is due to the omission, fault, willful act, negligence or other misconduct of Landlord or (ii) resulting from the failure of Tenant to perform and discharge its covenants and obligations under this Lease.

6.1.8 Tenant's Insurance. (i) to maintain, at its sole cost and expense, environmental impairment liability insurance, written on a "claims made" basis, with a minimum limit of liability of One Million and 00/100 Dollars (\$1,000,000.00) in respect of any one occurrence, with a combined single limit for bodily injury, property damage and environmental damage; this policy shall remain in force and without lapse, nor reduction in coverage limits or insurer rating, for as long as the lifespan and threat of exposure to hazardous substances from Tenant's operation as determined by the proper governmental regulatory authorities; (ii) to maintain, at its sole cost and expense, business automobile liability insurance with a minimum limit of \$500,000.00 per occurrence, with a combined single limit for bodily injury and property damage; this coverage shall include owned, non-owned, hired and leased vehicles of Tenant; (iii) to maintain, at its sole cost and expense, a policy or policies of commercial general liability insurance including contractual liability coverage insuring against the tort liabilities assumed under this Lease in the amount of not less than Two Million and 00/100 Dollars (\$2,000,000.00) in respect of any one occurrence; and (iv) to subscribe to the workers' compensation law in the state in which the Premises are located and shall each maintain (at

its sole cost and expense) workers' compensation and employers' liability insurance covering all of its employees as required of a subscriber to the relevant statutes in the state in which the Premises are located.

All insurance policies required to be maintained by Tenant and Landlord hereunder shall be with responsible insurance companies, authorized to do business in the state in which the Premises are located if required by law, and except for property insurance and workers' compensation policies, shall name Landlord as an additional insured as its interests may appear, and shall provide for cancellation and/or material modification only upon ten (10) days prior written notice to Landlord and Tenant. Tenant shall evidence such insurance coverage by delivering to Landlord prior to the Term Commencement Date certificates issued by the insurance companies underwriting such risks.

6.1.9 Tenant's Worker's Compensation Insurance. To keep all Tenant's employees working in the Premises covered by worker's compensation insurance in statutory amounts and to furnish Landlord with the certificates thereof;

6.1.10 Landlord's Right of Entry. To permit Landlord and Landlord's agents entry to examine the Premises at reasonable times with reasonable prior notice, or at any time without notice if, in the Landlord's opinion, an emergency exists, and, if Landlord shall so elect, to make repairs or replacements; to remove, at Tenant's expense, any changes, additions, signs, curtains, blinds, shades, awnings, aerials, flagpoles, or the like not consented to in writing by Landlord; and to show the Premises to prospective tenants during the 6 months preceding expiration of the Term and to show the Premises to prospective purchasers and mortgagees at all reasonable times;

6.1.11 Loading. Not to place any extreme or unusual load upon the Premises without the Landlord's prior written consent, it being Tenant's responsibility to determine and to notify Landlord of any intended use which may exceed the Building's designed capacity; and not to move any safe, vault or other heavy equipment in, about or out of the Premises except in such manner and at such times as Landlord shall in each instance approve; and to cause business machines and mechanical equipment which create vibration or noise that may be transmitted to the Building structure or to any other leased space in the Building to be placed and maintained by Tenant in settings of cork, rubber, spring, or other types of vibration and/or noise eliminators sufficient to eliminate such vibration or noise in Landlord's opinion;

6.1.12 Landlord's Costs. In case Landlord shall, without fault on its part, be made party to any litigation commenced by or against Tenant or by or against any parties in possession of the Premises or any part thereof claiming under Tenant, to pay, as Additional Rent, all costs including, without limitation, reasonable counsel fees incurred by or imposed upon Landlord in connection with such litigation and, as Additional Rent, also to pay all such costs and reasonable attorney's fees incurred by Landlord in connection with the successful enforcement by Landlord of any obligations of Tenant under this Lease;

6.1.13 Tenant's Property. Solely to assume the risk of loss of all the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by through or under Tenant, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, which may be on the Premises or elsewhere in the Building or on the lot, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes or other pipes, by theft, or from any other cause, to hold the Landlord harmless for the loss or damage thereto;

6.1.14 Labor or Materialmen's Liens. To pay promptly when due the entire cost of any work done on the Premises by Tenant or its agents, employees, or independent contractors, not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises, and immediately to discharge any such liens which may so attach;

6.1.15 Changes or Additions. Not to make any structural or permanent changes or additions to the Premises without Landlord's prior written consent, provided that Tenant shall reimburse Landlord for all reasonable costs incurred in reviewing Tenant's proposed changes or additions; and

6.1.16 Holdover. To pay to Landlord 125% the total of the Total Fixed Rent, as adjusted, and the Additional Rent then applicable for each month or portion thereof Tenant shall retain possession of the Premises or any part thereof

after the termination of this Lease, whether by lapse of time or otherwise, and also to pay all damages sustained by Landlord on account thereof. The provisions of this subsection shall not operate as a waiver by Landlord of any rights or remedies provided in this Lease.

ARTICLE VII - CASUALTY AND TAKING

7.1 CASUALTY TO PREMISES: If the Premises are damaged by fire or other casualty, but are not rendered untenable for Tenant's business, either in whole or in part, Landlord shall cause such damage to be repaired without unreasonable delay and neither the Total Fixed Rent, as adjusted, nor any Additional Rent shall be abated or reduced. If, by reason of such casualty, the Premises are rendered untenable, either in whole or in part, as reasonably determined by Landlord and Tenant for the Permitted Uses, Landlord shall cause the damage to the Premises to be repaired or replaced without unreasonable delay, and, in the interim, the Total Fixed Rent, as adjusted, and any Additional Rent shall be proportionately reduced in the same ratio as the portion of the Premises which are rendered untenable bears to the Tenant's RSF from the date of the occurrence. Any such abatement of rent shall not, however, create an extension of the Term; provided, however, if, by reason of such casualty, the Premises are rendered untenable in some material portion as determined by Landlord and the amount of time required to repair the damage using due diligence is in excess of 120 days, then either party shall have the right to terminate this Lease by giving written notice of termination within 60 days after the date of casualty, and the Total Fixed Rent, as adjusted, and all Additional Rent shall abate as of the date of such casualty in proportion to the portion of the Premises rendered untenable. Except as provided in this section, there shall be no obligation of Landlord to rebuild or repair in case of fire or other casualty and no termination under this section shall affect any rights of Landlord or Tenant hereunder because of prior default of the other party. Tenant shall give Landlord immediate notice of any fire or other casualty occurring in the Premises.

Notwithstanding the foregoing, if the cost of restoration of the Building exceeds the amount of proceeds received from Landlord's insurance payable because of the casualty, Landlord may elect to terminate this Lease by giving written notice to Tenant within fifteen (15) days after determining that such restoration cost will exceed the insurance proceeds. In the case of destruction to the Premises only, if Landlord elects to terminate this Lease, Tenant, within fifteen (15) days after receiving Landlord's notice to terminate, may elect to pay to Landlord, at the time Tenant notifies Landlord of its election, the difference between the amount of insurance proceeds and the cost of restoration, in which case Landlord shall restore the Premises. Landlord shall give Tenant satisfactory evidence that all sums contributed by Tenant as provided in this section have been expended by Landlord in paying the cost of restoration. If Landlord elects to terminate this Lease and Tenant does not elect to contribute toward the cost of restoration as provided in this section, this Lease shall terminate as of the date Landlord elects to terminate this Lease, in which event rent paid for the unusable portion of the Premises since the date of destruction shall be refunded to Tenant.

7.2 EMINENT DOMAIN.

7.2.1 Definitions. As used in this Section 7.2: (a) "Condemnation" shall mean the (i) exercise of any governmental power, whether by legal proceedings or otherwise, by a Condemnor under a power of eminent domain or (ii) a voluntary sale or transfer by Landlord to any Condemnor, either under threat of condemnation or while legal proceedings for Condemnation are pending; (b) "Date of Taking" shall mean the date the Condemnor acquires any interest or right in and to the Building and/or the lot and/or any improvements thereon; (c) "Award" shall mean all compensation, sums, or anything of value awarded, paid or received on a total or partial Condemnation; (d) "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation; and (e) "Taking" shall mean any acquisition by a Condemnor of any right appurtenant or interest in and to the Building, the lot or improvements thereon by virtue of a Condemnation.

7.2.2 Total Taking. If the Building and the lot are totally taken by Condemnation, this Lease shall terminate on the Date of Taking.

7.2.3 Partial Taking. If any portion of the Premises is taken by Condemnation, this Lease shall remain in effect, except that either Landlord or Tenant may elect to terminate this Lease if 25% or more of the Tenant's RSF is taken and such Taking shall materially impair the normal operation of the Premises or Tenant's business. If the parking

area adjacent to the Building is taken by Condemnation, this Lease shall remain in full force and effect, except that if 75% or more of the parking area adjacent to the Building is taken, either party shall have the election to terminate this Lease.

If either party elects to terminate this Lease pursuant to this Section 7.2.3, then the party exercising such election shall give written notice to the other within 30 days after the nature and the extent of the Taking have been finally determined. The date of termination of the Lease under this election shall be the Date of Taking. If either party does not elect to terminate this Lease within the 30 day period, this Lease shall continue in full force and effect except that in the case of a partial Taking of the Premises, the Total Fixed Rent, as adjusted, and Additional Rent shall be proportionately and equitably adjusted.

7.2.4 Landlord's Election to Prevent Lease Termination. If Tenant elects to terminate this Lease pursuant to Section 7.2.3, Landlord may elect to restore the remaining Premises or parking area so that the area and approximate layout thereof will be substantially equivalent after the Date of Taking as they were before the Date of Taking. Landlord shall give notice of such election within 60 days after the date that the nature and extent of the Taking are finally determined, such notice causing Tenant's election to terminate this Lease pursuant to Section 7.2.3 to become null and void; provided, Landlord must commence such restoration as soon as practicable and diligently pursue completion thereof. If such is the case, this Lease shall continue in full force and effect without any reduction in Total Fixed Rent, as adjusted, and Additional Rent, except that during such restoration, such rent shall be proportionately and equitably adjusted.

7.2.5 Restoration of Premises. If there is a partial Taking of the Premises, and neither party may elect to terminate this Lease pursuant to Section 7.2.3, then Landlord shall repair and restore the Premises to the best possible tenantable condition and the Total Fixed Rent, as adjusted, and Additional Rent shall be proportionately and equitably adjusted. Any rent adjustment shall be based upon the extent to which the restoration interferes with Tenant's use of the Premises for its Permitted Uses.

7.2.6 Award. All compensation awarded for any Taking shall be the property of Landlord, whether such Award is for compensation for damages to Landlord's or Tenant's interest, and Tenant hereby assigns all of its interest in any Award to Landlord; however, Landlord shall not have any interest in any separate Award made to Tenant for loss of business, moving expense or the taking of Tenant's trade fixtures or equipment which shall be recoverable by Tenant from the Condemnor in a separate action. No claim by Tenant may diminish Landlord's Award.

7.2.7 Temporary Taking. The Taking of the Premises or any part thereof by military or other public authority shall constitute a Taking of the Premises only when the use and occupancy by the Taking authority has continued for longer than 180 consecutive days. During the 180-day period, all provisions of this Lease shall remain in full force and effect, except that Total Fixed Rent, as adjusted, and Additional Rent shall be abated during such period of Taking based on the extent to which the Taking interferes with Tenant's use of the Premises. Landlord shall be solely entitled to any Award that may be paid for the use and occupation of the Premises for the period involved as provided in Section 7.2.6.

ARTICLE VIII - RIGHTS OF MORTGAGEE

8.1 PRIORITY OF LEASE: Landlord shall have the option to subordinate this Lease to any mortgage or deed of trust or ground lease (the "Mortgage") on the lot or Building or both (the "Mortgaged Property"), provided that the holder thereof (the "Mortgagee") enters or indicates its willingness to enter into an agreement with Tenant by the terms of which the Mortgagee will agree to recognize the rights of Tenant under this Lease and to accept Tenant as a tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such Mortgagee through foreclosure proceedings or otherwise and Tenant will agree to recognize the Mortgagee as Landlord in such event, which agreement shall be made to expressly bind and inure to the benefit of the successors and assigns of Tenant and such Mortgagee and anyone purchasing the Mortgaged Property at any foreclosure sale.

Within fifteen (15) days of Landlord's prior written request, Tenant agrees to execute and deliver from time to time a Subordination, Non-Disturbance and Attornment Agreement in form and substance as set forth on Exhibit F attached

hereto and made a part hereof by this reference (or, at Landlord's election, Landlord's lender's then current form), and any other documents in order to accomplish the purposes of this Section 8.1 which are required by any Mortgagee or issuer of any commitment to make a Mortgage. If Tenant fails to execute and deliver any such documents or instruments within said fifteen (15) day period, Tenant irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact to execute and deliver any such documents or instruments. Any Mortgage to which this Lease shall be subordinated may contain such terms, provisions and conditions as the Mortgagee deems usual or customary. Unless Landlord exercises such option, this Lease shall be superior to and shall not be subordinated to any Mortgage or other voluntary lien or other encumbrance on the Mortgaged Property.

8.2 LIMITATION ON MORTGAGEE'S LIABILITY: Upon entry and taking possession of the Mortgaged Property for any purpose other than foreclosure, the Mortgagee shall have all rights of Landlord and, during the period of such possession, the duty to perform all Landlord's obligations hereunder. Except during such period of possession, no Mortgagee shall be liable, either as mortgagee or as holder of a collateral assignment of this Lease, to perform, or be liable in damages for failure to perform, any of the obligations of Landlord unless and until such Mortgagee shall enter and take possession of the Mortgaged Property for the purpose of foreclosing a Mortgage. Upon entry for the purpose of foreclosing a Mortgage, such Mortgagee shall be liable to perform all of the obligations of Landlord, provided that a discontinuance of any foreclosure proceeding shall be deemed a conveyance under the provisions of Section 11.5 to the owner of the equity of the Mortgaged Property.

8.3 NO PREPAYMENT OR MODIFICATION, ETC.: Neither Total Fixed Rent, as adjusted, Additional Rent, nor any other charge shall be paid prior to the due dates thereof, and payments made in violation of this provision shall (except to the extent that such payments are actually received by a Mortgagee in possession or in the process of foreclosing its Mortgage) be a nullity as against such Mortgagee, and Tenant shall be liable for the amount of such payments to such Mortgagee. No assignment of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the Term, or otherwise materially change the rights of Landlord under this Lease, or to relieve Tenant of any obligations or liability under this Lease, shall be valid as against Mortgagee unless consented to in writing by Landlord's Mortgagees of record, if any, such consent not to be unreasonably withheld or delayed.

8.4 NO RELEASE OR TERMINATION: No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's Mortgagees of record, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights and (ii) such Mortgagees, after receipt of such notice, have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this section shall be deemed to impose any obligation on any such Mortgagee to correct or cure any such condition. "Reasonable time" as used above means and includes a reasonable time to obtain possession of the Mortgaged Property, if the Mortgagee elects to do so, and a reasonable time to correct or cure the condition if such condition is determined to exist.

8.5 MORTGAGEE'S APPROVAL: Landlord's obligation to perform its covenants and agreements hereunder is subject to the condition precedent that this Lease be approved by the Mortgagee and/or by the issuer of any commitment to make a Mortgage which is in effect on the date hereof. Unless Landlord gives Tenant written notice within fifteen (15) business days after the date of execution hereof that such Mortgagee or issuer, or both, disapprove this Lease, then this condition shall be deemed to have been satisfied with respect to any such Mortgagee or issuer. If, however, a subsequent Mortgagee acquires, and/or an issuer of any commitment to make a Mortgage is to acquire, a security interest in the Mortgaged Property, Tenant agrees to consent to any reasonable Lease modifications (not to include any change in the amount of rent or space or length of term) as such subsequent Mortgagee and/or issuer may require and agrees to execute and deliver any documents or instruments reasonable to accomplish the foregoing. If Tenant fails to execute and deliver any such documents or instruments within said fifteen (15) day period, Tenant irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact to execute and deliver any such documents or instruments.

8.6 LIMITATIONS: The obligation and limitations of this Article VIII shall not be applicable to Tenant unless it has been given written notice of the Mortgagee and its address.

ARTICLE IX - DEFAULT

9.1 DEFAULT: If one or more of the following events shall occur and shall continue for such time after any required notice is given as hereinafter provided:

- (a) If Tenant shall fail to pay any rent or any other sum due hereunder when due in accordance with the terms of this Lease and such default shall continue for a period of ten (10) days after written notice to Tenant thereof; provided Landlord shall have no obligations to give more than two (2) default notices in any one calendar year; or
- (b) Intentionally Deleted.(c) If Tenant shall fail to keep or perform or abide any other term, condition, covenant or agreement of this Lease or of the Rules and Regulations now or hereafter in effect and such default shall continue for a period of thirty (30) days after written notice to Tenant thereof; or
- (d) If Tenant or, if Tenant is a partnership, if any partner of Tenant, shall file a petition in bankruptcy or take or consent to any other action seeking any such judicial decree or shall make any assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due, or in any court of competent jurisdiction shall enter a decree or order adjudicating it bankrupt or insolvent, or if any trustee or receiver for Tenant or for any substantial part of its property be appointed, or if any person shall file a petition for involuntary bankruptcy against Tenant and such appointment or petition shall not be stayed or vacated within sixty (60) days of entry thereof; or
- (e) If Tenant's interest in this Lease or the Premises shall be subjected to any attachment, levy or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within fifteen (15) days of entry thereof; or
- (f) If Landlord, on three (3) or more occasions in any twelve (12) month period, gives notice to Tenant of default under the subparagraphs above, notwithstanding Tenant's cure of such noticed defaults within the allowable periods; such shall constitute a default (hereinafter called "Event(s) of Default").

9.2 REMEDIES UPON DEFAULT: Upon the occurrence of any Event of Default as set forth above, Landlord, with or without terminating this Lease, immediately or at any time thereafter, shall have the right, at its option, to utilize any one or more of the following rights (i) Landlord may make any payment required of Tenant and/or re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep or perform. Tenant shall reimburse and compensate Landlord for any expenditures made by Landlord in making such payment and/or corrections or repairs within fifteen (15) days after delivery of a statement to Tenant, (ii) Landlord may demand in writing that Tenant vacate the Premises. Tenant shall vacate the Premises and remove all its property thereon within three (3) days of Tenant's receipt of such notice, whereupon Landlord shall have the right to re-enter and take possession of the Premises, (iii) Landlord may accelerate and collect all rent and other charges which are due or may become due it under the Lease for the balance of the Term, (iv) Landlord may re-enter the Premises and remove Tenant there from and all property belonging to or placed on the premises by, at the direction of, or with the consent of Tenant, (v) Landlord may re-let the Premises or any part thereof for such time and at such rent and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such re-letting. Tenant shall pay all costs of such re-letting including the cost of any repairs to the Premises. If this Lease shall have not been terminated, Tenant shall continue to pay all rent due under this Lease up to and including the date of beginning of payment of rent by any subsequent tenant of part or all of the Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent collected from any such subsequent tenant or tenants and the rent reserved in this Lease, but tenant shall not be entitled to receive any excess of any such rents collected over the rents reserved herein, (vi) Landlord, immediately or at any time thereafter, may terminate this Lease without notice or demand to vacate the Premises. This Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination and upon such termination Landlord shall have and recover from Tenant all damages Landlord may suffer by reason of such termination including without limitation the cost (including legal expenses and reasonable attorneys' fees) of recovering possession of the Premises, and the cost of any repairs to the Premises which are necessary or proper to prepare the same for reletting. In addition thereto, Landlord, at its election, shall have and recover from Tenant

either (i) an amount equal to the excess, if any, of the total amount of all rents to be paid by Tenant for the remainder of the Term of this Lease over the then reasonable rental value of the Premises for the remainder of the Term of this Lease or (ii) the rents which Landlord would be entitled to receive from Tenant pursuant to the provisions of subparagraph (iv) above if the Lease were not terminated. Such election shall be made by Landlord's giving Tenant written notice thereof within thirty (30) days of the notice of termination.

In the event of any re-entry of the Premises by Landlord pursuant to any of the provisions of this Lease, Tenant hereby waives all claims for damages which may be caused by such re-entry by Landlord except such claims as arise from the negligence of Landlord. Tenant shall save Landlord harmless from any loss, cost (including legal expenses and reasonable attorney's fees) or damages suffered by Landlord by reason of such re-entry and storage of Tenant's property, if any. No such re-entry shall be considered or construed to be a forcible entry.

Upon any breach of this Lease, regardless of whether such breach is, or becomes, an Event of Default; Landlord shall be reimbursed for any and all expenses incurred by Landlord, including legal expenses, and reasonable attorney fees, in enforcement of the terms and provisions of this Lease.

The exercise by Landlord of any one or more of the remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively or in any other manner and are in addition to any other rights provided by law.

Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the Tenant's default under this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss of damages referred to above.

ARTICLE X - ENVIRONMENTAL REQUIREMENTS

10.1. PROHIBITION AGAINST HAZARDOUS MATERIALS. Except for products used by Tenant in de minimis quantities for ordinary cleaning and office purposes, Tenant shall not permit or cause any party to bring any Hazardous Materials upon the Premises, the Building or Landlord's Property (collectively, the "Project") or transport, store, use, generate, manufacture, dispose, or release any Hazardous Materials on or from the Premises or the Project in any manner prohibited by Environmental Requirements or by the commercially reasonable standards for the storage and use of Hazardous Materials without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and all requirements of this Lease.

10.2. ENVIRONMENTAL REQUIREMENTS. The term "Environmental Requirements" means all Laws regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the Project or the environment including the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Clean Air Act; the Clean Water Act; the Toxic Substances Control Act and all state and local counterparts thereto, and any common or civil law obligations including nuisance or trespass. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or contaminant that is or could be regulated under any Environmental Requirement or that may adversely affect human health or the environment, including any solid or hazardous waste, hazardous substance, asbestos, petroleum (including crude oil or any fraction thereof, natural gas, synthetic gas, polychlorinated biphenyls (PCBs), and radioactive material). For purposes of Environmental Requirements, to the extent authorized by law, Tenant is and shall be deemed to be the responsible party, including the "owner" and "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises or the Project by a Tenant Party and the wastes, by-products, or residues generated, resulting, or produced therefrom.

10.3. REMOVAL OF HAZARDOUS MATERIALS. Tenant, at its sole cost and expense, shall remove all Hazardous Materials stored, disposed of or otherwise released by a Tenant Party onto or from the Premises or the Project, in a manner and to a level satisfactory to Landlord in its reasonable discretion, but in no event to a level and in a manner less than that which complies with all Environmental Requirements and does not limit any future uses of the Premises or the Project or require the recording of any deed restriction or notice regarding the Premises or the Project. Tenant shall perform such work at any time during the period of this Lease upon written request by Landlord or, in the absence of a specific request by Landlord, before Tenant's right to possession of the Premises terminates or expires. If Tenant fails to perform such work within the time period specified by Landlord or before Tenant's right to possession terminates or expires (whichever is earlier), Landlord may at its discretion, and without waiving any other remedy available under this Lease or at law or equity (including an action to compel Tenant to perform such work), perform such work at Tenant's cost. Tenant shall pay all costs incurred by Landlord in performing such work within ten days after Landlord's request therefor. Such work performed by Landlord is on behalf of Tenant and Tenant remains the owner, generator, operator, transporter, and/or arranger of the Hazardous Materials for purposes of Environmental Requirements. Tenant agrees not to enter into any agreement with any person, including any governmental authority, regarding the removal of Hazardous Materials that have been disposed of or otherwise released onto or from the Premises or the Project without the written approval of the Landlord.

10.4. TENANT'S INDEMNITY. Tenant shall indemnify, defend, and hold Owner and Landlord harmless from and against any and all losses (including diminution in value of the Premises or the Project and loss of rental income from the Project), liabilities, claims, demands, actions, suits, damages (including punitive damages), expenses (including remediation, removal, repair, corrective action, or cleanup expenses), and costs (including actual attorneys' fees, consultant fees or expert fees and including removal or management of any asbestos brought into the Premises or the Project or disturbed in breach of the requirements of this Section 10, regardless of whether such removal or management is required by Law) which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of Hazardous Materials or any breach of the requirements under this Section 10 by Tenant or its assignee, sublessee or licensee, regardless of whether Tenant had knowledge of such noncompliance. The obligations of Tenant under this Section 10 shall survive any expiration or termination of this Lease.

ARTICLE XI - MISCELLANEOUS

11.1 TITLES: The titles of the Articles and Sections are for convenience and are not to be considered in construing this Lease.

11.2 NOTICE OF LEASE: Upon request of either party both parties shall execute and deliver, after the Term begins, a short form memorandum of this Lease in form appropriate for recording or registration, and if this Lease is terminated before the Term expires, an instrument in such form acknowledging the fact and date of termination.

11.3 RELOCATION: Intentionally Deleted.

11.4 NOTICE: No notice, approval, consent requested or election required or permitted to be given or made pursuant to this Lease shall be effective unless the same is in writing. Communications shall be addressed, if to Landlord, at Landlord's Address or at such other address as may have been specified by prior notice to Tenant and, if to Tenant, at Tenant's Address or at such other place as may have been specified by prior notice to Landlord. Any communication so addressed shall be deemed duly served if mailed by registered or certified mail, return receipt requested. For any communication given to Landlord, then the same shall be given in each instance to Landlord's Managing Agent at Managing Agent's Address.

11.5 BIND AND INURE: The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. Whenever the Premises are owned by a trustee or trustees, the obligations of

Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually.

11.6 NO SURRENDER: The delivery of keys or other such tender of possession of the Premises to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

11.7 NO WAIVER, ETC.: The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease or, with respect to such failure of Landlord, any of the Rules and Regulations referred to herein, whether heretofore or hereafter adopted by Landlord, shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation, nor shall the failure of Landlord to enforce any of said Rules and Regulations against any other tenant in the Building be deemed a waiver of any such Rules or Regulations. The receipt by Landlord of all or a portion of Total Fixed Rent, as adjusted, or Additional Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver be in writing signed by Landlord or Landlord's Representative. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

11.8 NO ACCORD AND SATISFACTION: No acceptance by Landlord of a lesser sum than the Total Fixed Rent, as adjusted, late charges, Additional Rent and other sums then due shall be deemed to be other than on account of the earliest installment of such payments due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed as accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

11.9 CUMULATIVE REMEDIES: The specific remedies to which a party may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a degree compelling specific performance of any such covenants, conditions or provisions.

11.10 PARTIAL INVALIDITY: If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

11.11 LANDLORD'S RIGHT TO CURE: If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall have the right, but shall not be obligated, to enter upon the Premises and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the rate of 5% per annum in excess of the then prime rate of interest being charged by a majority of the national banks in Raleigh, North Carolina), and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

11.12 ESTOPPEL CERTIFICATES: Tenant agrees on the Commencement Date, and from time to time thereafter upon not less than fifteen (15) days prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing, certifying that to the best of its knowledge this Lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Total Fixed Rent, as adjusted, and Additional Rent and to perform its other covenants under this Lease; that there are no uncured

defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect as modified and stating the modifications, and if there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail); and the dates to which the Total Fixed Rent, as adjusted, Additional Rent and other charges have been paid. Any such statement delivered pursuant to this Section 11.12 may be relied upon by any prospective purchaser or mortgagee of property which include the Premises or any prospective assignee of any such mortgagee. If Tenant fails to execute and deliver any such documents or instruments within said fifteen (15) day period, Tenant irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact to execute and deliver any such documents or instruments. Likewise, Landlord agrees from time to time upon not less than fifteen (15) days prior written notice by Tenant, to execute, acknowledge and deliver to Tenant a similar statement in writing to serve as an estoppel certificate covering such matters as are reasonably required by Tenant in its business operations.

11.13 WAIVER OF SUBROGATION: Landlord and Tenant severally waive any and every claim which arises or may arise in its favor and against the other during the term of this Lease for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Premises, which loss or damage is covered by valid and collectible fire and extended coverage, general liability, policies, to the extent that such loss or damage is recoverable thereunder. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant severally agree immediately to give to each insurance company which has issued to it policies of insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

11.14 BROKERAGE: Pursuant to State of North Carolina law, Tenant acknowledges and understands that Grant Murray Real Estate ("Broker") exclusively represents the interests of Landlord in the leasing of space at the Building, and has been designated by Landlord as its authorized broker representative. . Tenant represents that it has not dealt with any broker in connection with this Lease other than Jones Lang LaSalle Brokerage, Inc., whose commission shall be paid by the Landlord in accordance with a separate agreement. Landlord and Tenant each covenant and agree to pay, hold harmless and indemnify the other from and against any and all cost, expense or liability (including reasonable attorneys' fees) for any compensation, commissions or charges claimed by any other broker or agent with whom it has had any dealings or negotiations with respect to this Lease or the negotiation thereof.

11.15 EVIDENCE OF AUTHORITY: If requested by Landlord, Tenant shall furnish appropriate legal documentation evidencing the valid existence and good standing of Tenant and the authority of any parties signing this Lease to act for Tenant. If Tenant signs as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing corporation, that Tenant has and is qualified to do business in North Carolina, that the corporation has full right and authority to enter into this Lease and that the person(s) signing on behalf of the corporation are authorized to do so.

11.16 SIGNS: Tenant may not erect, install or display any sign or advertising material upon the Premises, the walls thereof, or in any window therein, without the prior written consent of Landlord. Landlord shall furnish, install and maintain a building directory at a convenient location in the lobby listing the name of Tenant and the room number of Tenant's entrance office.

11.17 LEASE REVIEW; DATE OF EXECUTION: The submission of this Lease to Tenant for review does not constitute a reservation of or option for the Premises, and this Lease shall become effective as a contract only upon execution and delivery by both Landlord and Tenant. The date of execution shall be inserted on the execution signature page of this Lease, and shall be the date on which the last party signed the Lease, or as otherwise may be specifically agreed by both parties. Such date, once inserted, shall be established as the final date of ratification by all parties to this Lease, and shall be the date for use throughout this Lease as the "date of execution" or "execution date."

11.18 AMENDMENT: This Lease and all attachments and exhibits hereto contain the entire agreement between the parties, and no agreement, representation or inducement shall be effective to change, modify or

terminate this Lease in whole or in part unless such agreement, representation or inducement is in writing and signed by both parties hereto. In the event of a change in the Managing Agent, the Landlord may change the terms of this Agreement without the consent of the Tenant, except that the rent and term terms may not be changed without written consent of both parties.

ARTICLE XII - SECURITY DEPOSIT

Intentionally Deleted

ARTICLE XIII - EXPANSION OPTION

Subject to pre-existing third party tenant rights, and the right of Landlord to amend or renew its lease with its existing tenant(s), or to consent to a sublease by an existing tenant(s), provided no event of default by Tenant has occurred, Tenant shall have the right of first refusal to lease the (i) approximately 681 square feet of rental space; and/or (ii) the approximately 2,000 square feet of rental space (each an "Expansion Space" and collectively, the "Expansion Spaces") in the event such rental spaces become available during the Term on the following terms and conditions:

- (a) In the event such rental spaces become available during the Term, Landlord shall give written notice (the "Notice") to Tenant, and Tenant shall have the option to lease the applicable Expansion Space upon.
- (b) Landlord must receive written notice from Tenant of its unconditional and irrevocable acceptance of the terms stated in the Notice no later than five (5) business days after Tenant's receipt of the Notice; failing which, Tenant's right of refusal under this Paragraph shall terminate and Landlord shall be free thereafter to lease such Expansion Space on terms and conditions as determined in Landlord's sole discretion without Tenant's consent or approval.
- (c) If Landlord has received written notice from Tenant of its unconditional and irrevocable acceptance of the terms stated in the notice not later than five (5) business days after Tenant's receipt of the notice, such Expansion Space shall be deemed added to the Premises, Landlord shall deliver such Expansion Space to Tenant at the time and in the condition described in the notice, Tenant shall commence payment of Base Rent and Additional Rent with respect to the subject Expansion Space, and all other terms of Tenant's leasing and occupancy of such Expansion Space shall be as provided in this Lease. In any event, the Expansion Space shall be leased for a term coterminous with the initial Premises. When requested by Landlord, Tenant shall execute an appropriate amendment to this Lease to reflect the addition of the Expansion Space to the Premises.
- (c) Notwithstanding the foregoing, Tenant acknowledges and agrees that Landlord may amend or renew its existing lease agreements with its existing tenant(s), or execute and deliver a new lease agreement with such tenant(s), without the consent of or notice to Tenant, and the premises so leased shall not be deemed to be Expansion Space or subject to the right of first refusal.
- (d) Prior to the delivery of an Expansion Space to Tenant, Landlord shall make the following improvements to said Expansion Space at Landlord's cost:

with respect to the 2,000 square feet of Expansion Space, (i) demise the space with soundproofing; (ii) create a door in the hallway; and (iii) touch up paint and carpet.

with respect to the 681 square feet of Expansion Space, create an entry from the initial Premises to make the initial Premises contiguous with the 681 square feet of Expansion Space.

Notwithstanding the foregoing, Landlord shall have no obligation to make such improvements if there would be less than one (1) year remaining on the Term following the estimated delivery date of the Expansion Space.

The Expansion Spaces are delineated on Exhibit B-1, attached hereto.

ARTICLE XIV – CONDITION TO LANDLORD’S OBLIGATIONS

Notwithstanding any other provisions of this Agreement, the parties agree that Landlord’s obligations under this Lease are condition upon the approval of this Lease by the City Council of Fayetteville, North Carolina.

EXECUTED as a sealed instrument in two or more counterparts on the day and year written below.

LANDLORD: The City of
Fayetteville

TENANT: NCI Information Systems, Inc.

By: _____

By: _____
[Signature]

Its Manager
[Title]

Its: _____
[Title]

ATTEST BY: _____
[Signature]

Its: _____
[Title]
(Affix Corporate Seal)

Execution Date _____, _____

Execution Date _____, _____

EXHIBIT A

PROPERTY DESCRIPTION

<u>Description:</u>	The lot and three story office building totaling 40,450± rentable square feet located at 225 Ray Avenue, Fayetteville, NC 28301 which is located in the northwest corner of Ray Avenue and Hammond Road known as Lot 1 on the comprising 0.58 ± acres as shown on the subdivision plat prepared for The Lundy Group, Inc. by The Rose Group dated August, 2005 and recorded in Book of Maps 115, Page 16, Cumberland County Registry.
<u>Improvements:</u>	The improvements included a three-story building comprising approximately 41,414 ± rentable square feet and 35,793 ± usable square feet.
<u>Address</u>	225 Ray Avenue, Fayetteville, North Carolina, 28301

EXHIBIT B - LAYOUT OF PREMISES

EXHIBIT B-1 - LAYOUT OF EXPANSION SPACES

EXHIBIT C - LANDLORD WORK

Building shall be in compliance with all applicable laws, codes and ordinances of the North Carolina Department of Insurance (Fire Marshall), North Carolina and County Building Inspection Departments, Hoke County Health Department, etc.

Landlord shall provide the following: N/A

EXHIBIT D - LANDLORD'S SERVICES

1.0 CLEANING.

1.1 GENERAL.

1.1.1 All cleaning work will be performed between 7 a.m. and 12 midnight, Monday through Friday, unless otherwise necessary for stripping, waxing, etc.

1.1.2 Abnormal waste removal (e.g., boxes, anything heavy, computer paper, bulk packaging, wood or cardboard crates, refuse from cafeteria operation, etc.) shall be Tenant's responsibility. If removed by Landlord, Landlord reserves the right to charge Tenant for any costs incurred in such removal.

Notwithstanding the foregoing, if Tenant fails to furnish Landlord with a duplicate set of keys to its locks for interior offices, Landlord shall have no obligation to provide such janitorial service and Tenant shall not be entitled to any abatement of Base Rent or Additional Rent.

1.2 DAILY OPERATION (5 times per week).

1.2.1 Tenant Areas

- a. Empty and clean all waste receptacles.
- b. Vacuum all rugs and carpeted areas.
- c. Dust all exposed surface areas.

1.2.2 Lavatories

- a. Sweep and/or wash floors with disinfectant.
- b. Wash both sides of toilet seats with disinfectant.
- c. Wash all mirrors, basins, bowls, urinals.
- d. Spot clean toilet partitions.
- e. Empty and disinfect sanitary napkin disposal receptacles.
- f. Refill toilet tissue, towel, soap, and sanitary napkin dispensers.

1.2.3 Public Areas

- a. Wipe down entrance doors and clean glass (interior and exterior).
- b. Vacuum elevator carpets and wipe down doors and walls.
- c. Clean water coolers.

1.3 OPERATIONS AS NEEDED (but not less than every other day).

1.3.1 Tenant and Public Areas

- a. Buff all resilient floor areas.

1.4 WEEKLY OPERATIONS.

1.4.1 Tenant Areas, Lavatories, Public Areas

- a. Hand-dust and wipe clean all horizontal surfaces with treated cloths to include furniture, office equipment, windowsills, door ledges, chair rails, baseboards, convactor tops, etc., within normal reach.
- b. Remove finger marks from private entrance doors, light switches and doorways.
- c. Sweep and/or vacuum all stairways.

1.5 MONTHLY OPERATIONS.

1.5.1 Tenant and Public Areas

- a. Thoroughly vacuum seat cushions on chairs, sofas, etc.
- b. Vacuum and dust grillwork.

1.5.2 Lavatories

- a. Wash down interior walls and toilet partitions.

1.6 **AS REQUIRED AND WEATHER PERMITTING** (Entire Building).

- a. Clean inside of all windows.
- b. Clean outside of all windows.

1.7 **YEARLY TENANT AND PUBLIC AREAS.**

- a. Strip and wax all resilient tile floor areas.

2.0 **HEATING, VENTILATING, AND AIR CONDITIONING.**

2.1 Heating, ventilating, and air conditioning as required to provide reasonably comfortable temperatures for normal business day occupancy (except holidays): 7:00 a.m. Monday through 7:00 p.m. Friday, and Saturday from 8:00 a.m. to 1:00 p.m.

2.2 Maintenance of any additional or special air conditioning equipment and the associated operating cost will be at Tenant's expense.

3.0 **WATER.**

Hot water for lavatory purposes and cold water for drinking, lavatory and toilet purposes.

4.0 **RELAMPING OF LIGHT FIXTURES.**

Tenant will reimburse Landlord for the cost of lamps, ballasts and starters and the cost of replacing same within the Premises.

5.0 **KITCHEN AND VENDING INSTALLATIONS.**

5.1 Any space to be used primarily for break room operation shall be Tenant's responsibility to keep clean and sanitary, it being understood that Landlord's approval of such must be first obtained in writing.

5.2 Vending machines or refreshment service installations by Tenant must be approved by Landlord in writing and shall be restricted in use to employees and business callers. All required cleaning created by such installations shall be at Tenant's expense.

6.0 **ELECTRICITY.**

6.1 Landlord, at Landlord's expense, shall furnish electrical energy required for lighting normal office, electrical facilities, equipment, machinery, fixtures, and appliances used in or for the benefit of Tenant's Space, in accordance with the provisions of the Lease of which this Exhibit is a part.

6.2 Tenant shall not, without prior written notice to Landlord in each instance, connect to the building electric distribution system any fixtures, appliances or equipment other than normal office machines such as desk-top calculators and standard non-memory typewriters or personal computers, or any fixtures, appliances or equipment, which Tenant on a regular basis operates beyond normal building operating hours. In the event of any such connection, Tenant agrees to an increase in Total Fixed Rent (as adjusted) by an amount that will reflect the cost to Landlord of the additional electrical service to be furnished by Landlord, such increase to be effective as of the date of any such installation. If conclusively determined by a reputable independent electrical engineer or consulting firm

to be selected by Landlord and paid equally by both parties, and the cost to Landlord will be payable as Additional Rent.

6.3 Tenant's use of electrical energy in the Premises shall not at any time exceed the capacity of any of the electrical conductors or equipment in or otherwise serving the Premises. In order to insure that such capacity is not exceeded and to avert possible adverse effect upon the building electric service, Tenant shall not, without prior written notice to Landlord in each instance, connect to the building electric distribution system any fixtures, appliances or equipment which operate on a voltage in excess of 120 volts nominal at 1.5 amps or make any alteration or addition to the electric system of the Building or the Premises. Unless Landlord shall reasonably object to the connection of any such fixtures, appliances or equipment all additional risers or other equipment required thereof shall be provided by Landlord, and the cost thereof shall be paid by Tenant upon Landlord's demand. In the event of any such connection, Tenant agrees to an increase in the estimated cost of electrical service to Tenant and a corresponding increase in Total Fixed Rent (as adjusted) by an amount which will reflect the cost to Landlord of the additional service to be furnished by Landlord, such increase to be effective as of the date of any such connection. If Landlord and Tenant cannot agree thereon, such amount shall be conclusively determined by a reputable independent electrical engineer or consulting firm to be selected by Landlord and paid equally by both parties, and the cost to the Landlord will be included in Landlord's Operating Costs provided in Section 4.2 hereof.

6.4 If at any time after the date of this Lease, the rates at which Landlord purchases electrical energy from the public utility supplying electrical service to the building, or any charges incurred or taxes payable by Landlord in connection therewith, shall be increased or decreased, the Fixed Rent and Estimated Cost of electrical service to Tenant's Space shall be increased or decreased, as the case may be, by an amount equal to the estimated increase or decrease, as the case may be, in Landlord's cost of furnishing the electricity referred to in Paragraph 7.1 above as a result of such increase or decrease in rates, charges, or taxes. If Landlord and Tenant cannot agree thereon, such amount shall be conclusively determined by a reputable independent electrical engineer or consulting firm to be selected by Landlord and paid equally by both parties, and the costs to Landlord will be included in Landlord's Operating Costs as provided in Section 4.3 hereof. Any such increase or decrease shall be effective as of the date of the increase or decrease in such rate, charges or taxes.

6.5 Landlord may, at any time, elect to discontinue the furnishing of electrical energy. In the event of any such election by Landlord: (a) Landlord agrees to give reasonably advance notice of any such discontinuance to Tenant; (b) Landlord agrees to permit Tenant to receive electrical service directly from the public utility supplying service to the building and to permit the existing feeders, risers, wiring and other electrical facilities serving Tenant's Space to be used by Tenant and/or such public utility for such purpose to the extent they are suitable and safely capable; (c) Tenant agrees to pay such charges and costs, if any, as such public utility may impose in connection with the installation of Tenant's meters and to make or, at such public utility's election, to pay for such other installations as such public utility may require, as a condition of providing comparable electrical service to Tenant; (d) the Fixed Rent shall be equitably decreased to reflect such discontinuance by an amount equal to the Estimated Cost of Electrical Service to Tenant's Space then in effect; and (e) Tenant shall thereafter pay, directly to the utility furnishing the same, all charges for electrical services to the premises.

6.6 Whenever the Fixed Rent is increased or decreased pursuant to any of the foregoing paragraphs or otherwise in accordance with the provisions of this Lease, the parties agree, upon request of either, to execute and deliver each to the other an amendment to this Lease confirming such increase or decrease.

EXHIBIT E - RULES AND REGULATIONS

1.0 Occupancy of Common Areas; Freight. The entrance, lobbies, passages, corridors, elevators and stairways shall not be encumbered or obstructed by Tenant, Tenant's agents, contractors, servants, employees, licensees or visitors or be used by them for any purpose other than for ingress and egress to and from the Premises. In order to limit the disturbance of other tenants, Tenant's initial move in must take place either between 7:00 p.m. and 7:00 a.m. Monday through Friday or at any time Saturday or Sunday. The moving in or out of all safes, freight, furniture or bulky matter of any description, other than in the initial move in, must take place during the hours, which Landlord may determine from time to time. Landlord reserves the right to inspect all freight and bulky matter to be brought into the building and to exclude from the building all freight and bulky matter which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.

2.0 Signs; Window or Door Hangings. In addition to that provided in Section 11.16, Signs, no curtains, blinds, shades, or screens signs other than those furnished by Landlord shall be attached to, hung in or used in connection with any window or door of the Premises without the prior written consent of Landlord. Interior signs on doors shall be painted or affixed for Tenant by Landlord or by painters first approved by Landlord at the expense of Tenant and shall be of a size, color and style acceptable to Landlord.

3.0 Locks and Keys. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof without the prior written consent of Landlord. Tenant must, upon the termination of its tenancy, restore to Landlord all keys of stores, shops, booths, stands, offices and toilet rooms, either furnished to or otherwise procured by Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

4.0 Solicitations On Premises. Canvassing, soliciting and peddling in the building are prohibited and Tenant shall cooperate to prevent the same.

5.0 Off-Hours HVAC Service. Tenant may request heating and/or air conditioning during other periods in addition to those set forth in the Lease by submitting its request in writing to the Building Manager no later than 2:00 p.m. the preceding workday. The request shall clearly state the start and stop hours of the "off-hour" service. Tenant shall submit to the Building Manager a list of personnel who are authorized to make such request. Charges are to be determined by the Landlord on the additional hours of operations, shall be fair and reasonable and reflect the additional operating costs involved but shall in no event exceed \$50 per day.

6.0 Security Measures. Tenant shall comply with all security measures from time to time established by Landlord for the building.

7.0 Smoking Policy. There shall be no smoking inside the Premises and inside the Building. The responsibility for enforcement of this will remain with Tenant for its respective employees. Any enforcement required by Landlord will be billed directly to Tenant and become a part of the reimbursable expenses as described in Section 5.1.2, Additional Building Services. A designated smoking area will be provided by the rear courtyard area as long as Tenants keep this area clean of cigarette butts and other trash. Landlord reserves the right to change or move the designated smoking area.

8.0 Security Keys. Tenant shall be provided a maximum of one security card key for every 300 rentable square feet of space Tenant occupies and two keys to Tenant's entrance door. If any additional keys, or any keys required after the initial move-in because of lost security keys or the hiring of new employees or for whatever reason, the Tenant shall pay to Landlord \$10 per key or security card. Upon vacating the Premises, Tenant shall return all security cards and all keys to Landlord.

9.0 Reservation of Common Areas. Certain common areas situated in or around the Building may be reserved for use by Tenant and other tenants of Landlord for special events. Landlord must approve such special events and the dates of such events in advance in writing. If Landlord approves such a special event, then the tenant with the reservation must provide reasonable notice of the special event to all other tenants in the Building.

EXHIBIT F - SNDA

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Kecia Parker, Real Estate Manager
DATE: November 26, 2012
RE: **Resolution To Convey Washington Drive and Blue Street Parcels to Fayetteville State University Foundation, Inc.**

THE QUESTION:

Should the City assist Fayetteville State University Foundation, Inc. by conveying the cleared property on Washington Drive and Blue Street for the Murchison Road Corridor?

RELATIONSHIP TO STRATEGIC PLAN:

Growing City, Livable Neighborhoods- A Great Place to Live

BACKGROUND:

The Cumberland County Dr. Martin Luther King, Jr. Committee conveyed the Washington Drive School property to the City of Fayetteville on February 4, 2011. On January 24, 2011 the City of Fayetteville and Fayetteville State University entered into a Memorandum of Understanding that was a mutual agreement for the City to demolish the property known as the Washington Drive School and at the time the demolition was completed the City would transfer the property to the Fayetteville State University Foundation, Inc. for its redevelopment and revitalization. The demolition of the Washington Drive School property is now completed.

ISSUES:

- The parcels have been cleared and demolished.
- North Carolina General Statute provides authority for City Council to convey the property to any governmental unit with or without consideration.

BUDGET IMPACT:

No significant impact to the budget

OPTIONS:

- Adopt the Resolution to convey Washington Drive and Blue Street parcels to Fayetteville State University Foundation, Inc.
- Do not adopt the Resolution to convey Washington Drive and Blue Street parcels to Fayetteville State University Foundation, Inc.

RECOMMENDED ACTION:

Adopt the Resolution to convey Washington Drive and Blue Street parcels to Fayetteville State University Foundation, Inc.

ATTACHMENTS:

Resolution

Deed

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

Resolution R2012-_____

**RESOLUTION TO CONVEY REAL PROPERTY TO FAYETTEVILLE
STATE UNIVERSITY FOUNDATION, INC.**

WHEREAS, the City of Fayetteville owns two tracts of land on Washington Drive and Blue Street, having the tax map PINS of 0437-18-8863 and 0437-18-7555; and

WHEREAS, the City of Fayetteville and Fayetteville State University Foundation, Inc. have entered into an agreement approved by City Council to have the property conveyed to Fayetteville State University Foundation, Inc. as part of the Murchison Road Corridor Project; and

WHEREAS, the Fayetteville State University Foundation, Inc. is a governmental unit; and;

WHEREAS, North Carolina General Statute §160A-274 authorizes the City to convey real property to another governmental unit with or without consideration.

NOW THEREFORE, the City Council of the City of Fayetteville does hereby resolve to convey the property, PINS 0437-18-8863 AND 0437-18-7555 to the Fayetteville State University Foundation, Inc. pursuant to the procedures in NCGS §160A-274. The City Manager is directed to execute such documents and procedures necessary to convey the lot.

ADOPTED this 26th day of November, 2012 by the City Council of the City of Fayetteville, North Carolina

CITY OF FAYETTEVILLE

By: _____
Anthony G. Chavonne, Mayor

ATTEST:

Pamela Megill, City Clerk

NORTH CAROLINA NON WARRANTY DEED

Excise Tax \$0.00	Recording Time, Book and Page
-------------------	-------------------------------

Tax Lot No. _____ Parcel Identifier No. 0437-18-8863 and 0437-18-7555

Verified by _____ County on the ____ day of _____, 20____
by _____

Prepared by/Mail after recording to: Brian Meyer, Assistant City Attorney, City of Fayetteville, 433 Hay Street, Fayetteville NC 28301-5537

Brief Description for the Index:

Tract 2 and 3

THIS DEED made this _____ day of December, 2012, by and between:

GRANTOR	GRANTEE
<i>CITY OF FAYETTEVILLE, a body politic and municipal corporation within the State of North Carolina</i>	<i>FAYETTEVILLE STATE UNIVERSITY FOUNDATION, INC., a North Carolina Corporation</i>
Mailing Address: 433 Hay Street Fayetteville, NC 28301	Mailing Address: 1200 Murchison Road Fayetteville, NC 28301

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

That the Grantors, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Fayetteville, Cross Creek Township, Cumberland County, State of North Carolina, and more particularly described as follows:

BEING Tract 2 and Tract 3 as shown and more particularly described on that plat recorded in the Cumberland County Registry at Plat Book 111, Page 69, which plat is incorporated by reference as if fully set forth here and to which plat reference is made for a more particular description of the same.

The property hereinabove was acquired by Grantor by instrument recorded in Deed Book 8581, Page 646.

A map showing the above described property is recorded in Plat Book 111 page 69.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

Title to the property hereinabove described is subject to utility easements of record.

IN WITNESS WHEREOF Grantor has set his hand and seal, the day and year first above written.

CITY OF FAYETTEVILLE

By: _____
THEODORE L. VOORHEES, City Manager, ICMA-CM

ATTEST:

PAMELA MEGILL, City Clerk

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

I, _____, a Notary Public for _____ County, North Carolina, certify that **Pamela Megill** personally came before me this day and acknowledged that she is the **City Clerk** of **City of Fayetteville**, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by herself as its **City Clerk**.

Witness my hand and notarial seal, this the _____ day of _____, 2012.

Place seal here ↓



Notary Public

My commission expires: _____

CITY COUNCIL ACTION MEMO

TO: Mayor and City Council
FROM: Pamela Megill, City Clerk
DATE: November 26, 2012
RE: **Approve Meeting Minutes:**

August 22, 2012 Agenda Briefing
August 27, 2012 Discussion of Agenda Items
August 27, 2012 Regular Meeting
September 4, 2012 Work Session
September 10, 2012 Discussion of Agenda Items
September 10, 2012 Regular Meeting
September 11, 2012 Special Meeting
September 19, 2012 Agenda Briefing
September 20, 2012 Special Meeting
September 24, 2012 Discussion of Agenda Items
September 24, 2012 Regular Meeting

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 minutes as presented.

ATTACHMENTS:

082212 Agenda Briefing
082712 Discussion of Agenda Items
082712 Regular Meeting
090412 Work Session
091012 Discussion of Agenda Items

091012 Regular Meeting
091112 Special Meeting
091912 Agenda Briefing
092012 Special Meeting
092412 Discussion of Agenda Items
092412

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**FAYETTEVILLE CITY COUNCIL
AGENDA BRIEFING MINUTES
LAFAYETTE ROOM
AUGUST 22, 2012
4:00 P.M.**

Present: Mayor Anthony G. Chavonne (departed at 4:30 p.m.)

Council Members Keith Bates, Sr. (District 1); Bobby Hurst (District 5); William J. L. Crisp (District 6); Valencia A. Applewhite (District 7) (arrived at 4:10 p.m.)

Absent: Council Members Kady-Ann Davy (District 2); Robert A. Massey, Jr. (District 3); D. J. Haire (District 4); Wade Fowler (District 8); James W. Arp, Jr. (District 9)

Others Present: Theodore Voorhees, City Manager
Kristoff Bauer, Assistant City Manager
Karen McDonald, City Attorney
Scott Shuford, Development Services Director
Bart Swanson, Housing and Code Enforcement Division Manager
Frank Lewis, Senior Code Enforcement Administrator
Members of the Press

The meeting was called to order at 4:00 p.m.

City staff presented the following items scheduled for the Fayetteville City Council's August 27, 2012, agenda:

OTHER ITEMS OF BUSINESS

Uninhabitable Structures Demolition Recommendations

Mr. Bart Swanson, Housing and Code Enforcement Division Manager, presented this item and stated staff recommended adoption of the ordinances authorizing demolition of the structures. He reviewed the following demolition recommendations:

202 Circle Court

Mr. Swanson stated the structure was a vacant residential home that was inspected and condemned as a blighted structure. He further stated the owner had not appeared at the hearing and therefore an order to repair or demolish the structure within 60 days was issued. He noted to date there were no repairs to the structure and the utilities were disconnected in December 2006. He further noted within the past 24 months there had been no calls for 911 service and six code violations with pending assessments of \$2,218.76 for lot cleanings. He advised the low bid for demolition of the structure was \$1,600.00.

303 Cochran Avenue

Mr. Swanson stated the structure was a vacant residential home that was inspected and condemned as a dangerous structure. He further stated the owner had not appeared at the hearing and therefore an order to repair or demolish the structure within 60 days was issued. He noted to date there were no repairs to the structure and the utilities were disconnected in November 2007. He further noted within the past 24 months there had been two calls for 911 service and ten code violations with pending assessments of \$4,683.65 for lot cleanings and demolition. He advised the low bid for demolition of the structure was \$1,997.00.

1801 Torrey Drive

Mr. Swanson stated the structure was a vacant residential home that was inspected and condemned as a blighted structure. He stated

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the owner attended the hearing and a subsequent hearing was held in which an order was issued to repair or demolish the structure within 90 days. He noted to date there were no repairs to the structure and the utilities were disconnected in February 2007. He further noted within the past 24 months there had been eight calls for 911 service and one code violation with no pending assessments. He advised the low bid for demolition of the structure was \$1,600.00.

PUBLIC HEARINGS

Case No. P12-38F. Request for a Special Use Permit for heavy auto repair on property zoned Community Commercial and Limited Commercial located at 4429 Murchison Road. Containing 6.5 acres more or less and being the property of Weaver Commercial Properties.

Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and gave overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He explained the property was currently used as a light auto repair business; i.e., tires, oil and battery changes, lubes, and tune ups. He further explained the owner had requested a Special Use Permit (SUP) to expand their operations to include heavy auto repair. He stated there was no site plan as part of the SUP application since this was an existing business. He stated a condition of the SUP was that the property would meet the minimum requirements of the UDO, such as parking and landscaping. He advised the Zoning Commission and staff recommended approval based on (1) the front third of the property being currently zoned CC for heavy commercial, (2) the property's current use being auto repair, (3) a car lot and other commercial uses surrounding the property, and (4) the SUP allowing additional conditions being placed on the property if necessary. He further advised the Zoning Commission and staff recommended approval of the SUP as presented by staff based upon a finding that all of the following standards were met:

- (1) The special use complies with all applicable standards in Section 30-4.C, Use-Specific Standards;
- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands;
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands;
- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and
- (8) The special use complies with all other relevant City, State, and Federal laws and regulations.

Case No. P12-39F. Request for a Special Use Permit for heavy auto repair on property zoned Community Commercial located at 5130 Raeford Road. Containing 2.66 acres more or less and being the property of DPGP Investments, LLC.

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Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and gave overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He explained general auto repair was allowed by right in CC, but heavy repairs, including body work, painting, engine and transmission repairs, would require a SUP. He stated during the Zoning Commission meeting there were concerns regarding access to the back of the property along Morris Drive, a private road. He further stated the main concern was the use of the road for wrecker access, especially on the weekends. He advised conditions of the SUP suggested by the Zoning Commission were (1) the property meeting the minimum requirements of the Development Code, such as parking and landscaping; (2) a Type D buffer along Morris Street; (3) 12-inch trees and 36-inch high shrubs with a 10-foot buffer; (4) the chain-link fence remaining; (5) joining the street maintenance association; (6) the hours of operation being 7:00 a.m. to 6:00 p.m. Monday through Friday and 7:00 a.m. to 3:00 p.m. Saturdays; and (7) bringing Moore Street up to City standards to the property entrance. He further advised the Zoning Commission and staff recommended approval of the SUP as presented by staff based upon a finding that all of the following standards were met:

- (1) The special use complies with all applicable standards in Section 30-4.C, Use-Specific Standards;
- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands;
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands;
- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and
- (8) The special use complies with all other relevant City, State, and Federal laws and regulations.

P12-40F Request for a Special Use Permit for a Mini-Storage Warehouse in a Community Commercial district on property located at 372 N. Reilly Road. Containing 0.83 acres more or less and being the property of American Flag Reilly Road LLC.

Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and gave overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He explained the building on the property was used for retail space currently and mini-storage warehousing would require an SUP in the CC district. He advised conditions of the SUP suggested by the Zoning Commission were (1) the property meeting the minimum requirements of the UDO, such as parking and landscaping; and (2) being consistent with reviewed site plan and Technical Review Committee conditions of approval. He further advised the Zoning Commission and staff recommended approval of the SUP as presented by staff based upon a finding that all of the following standards were met:

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- (1) The special use complies with all applicable standards in Section 30-4.C, Use-Specific Standards;
- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands;
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands, conditioned upon site plan and meeting transitional standards;
- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and
- (8) The special use complies with all other relevant City, State, and Federal laws and regulations.

Case No. P12-41F. Request for a Special Use Permit for a Mini-Storage Warehouse in a Community Commercial district on property located at the southeast corner of Santa Fe and Jacks Ford Drives. Containing 3.01 acres more or less and being the property of Storage Kings LLC.

Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and gave overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He explained the mini-storage warehousing would require a SUP in the CC district and the City's Land Use Plan was calling for heavy commercial on the property. He advised conditions of the SUP suggested by the Zoning Commission were (1) the property meeting the minimum requirements of the UDO, such as parking and landscaping; and (2) being consistent with the site plan and TRC conditions of approval. He further advised the Zoning Commission and staff recommended approval of the SUP based on (1) the property currently being zoned CC for heavy commercial; (2) a large mini-storage complex being to the southwest on Jacks Ford Drive; and (3) the SUP allowing for additional conditions to be placed on the property and upon a finding that all of the following standards were met:

- (1) The special use complies with all applicable standards in Section 30-4.C, Use-Specific Standards;
- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands;
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands;

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- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and
- (8) The special use complies with all other relevant City, State, and Federal laws and regulations.

Case No. P12-42F. Request for a Special Use Permit for a Mini-Storage Warehouse on property zoned Community Commercial located at 1303 Clinton Road. Containing 5.55 acres more or less and being the property of Pyramid Rehearsal Studio, Inc.

Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and gave overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He explained the building on the property appeared to be completely within the 100-year flood elevation which meant the building would only be renovated up to 50 percent of the existing building's value. He stated the current structure was built prior to the City enacting its flood damage prevention rules which call for all buildings to have a finished flood elevation 2 feet above that of the 100-year flood elevation. He explained mini-storage warehousing would require an SUP in the CC district. He advised conditions of the SUP included the property meeting the minimum requirements of the UDO, such as the mini-storage warehouse standards, parking and landscaping. He further advised the Zoning Commission and staff recommended denial of the proposed SUP using the existing building based on (1) the existing building not meeting the current flood damage prevention rules, (2) the Land Use Plan calling for conservation in the flood plain area, (3) the Hazard Mitigation Plan calling for the mitigation of existing buildings in the flood plain that do not meet the City's flood damage prevention rules, (4) the 2030 Plan calling for the preservation of flood prone areas as conservation areas, and (5) the SUP allowing for additional conditions to be placed on the property. He further advised the Zoning Commission and staff recommended denial of the SUP as presented by staff based upon a finding that all of the following standards could not be met:

- (1) The special use complies with all applicable standards in Section 30-4.C, Use-Specific Standards;
- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands;
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands;
- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;

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- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and
- (8) The special use complies with all other relevant City, State, and Federal laws and regulations.

There being no further business, the meeting adjourned at 4:40 p.m.

Respectfully submitted,

KAREN M. MCDONALD
City Attorney

ANTHONY G. CHAVONNE
Mayor

082212

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FAYETTEVILLE CITY COUNCIL
DISCUSSION OF AGENDA ITEMS MEETING MINUTES
EXECUTIVE CONFERENCE ROOM
AUGUST 27, 2012
6:00 P.M.

Present: Mayor Anthony G. Chavonne

Council Members Keith Bates, Sr. (District 1); Kady-Ann Davy (District 2) (arrived at 6:30 p.m.); Robert A. Massey, Jr. (District 3) (arrived at 6:25 p.m.); Darrell J. Haire (District 4); Bobby Hurst (District 5); William J. L. Crisp (District 6); Valencia A. Applewhite (District 7); Wade Fowler (District 8); James W. Arp, Jr. (District 9)

Others Present: Theodore Voorhees, City Manager
Kristoff Bauer, Assistant City Manager
Karen McDonald, City Attorney
Members of the Press

Mayor Chavonne called the meeting to order at 6:10 p.m.

Mr. Theodore Voorhees, City Manager, reviewed the schedule of upcoming meetings with City Council:

September 11, 2012	Legislative Breakfast
September 20, 2012	Joint Breakfast with Fayetteville State University
October 21-23, 2012	NCLM Annual Conference
February 15-16, 2013	Strategic Retreat

Mayor Chavonne then reviewed the agenda items.

Council Member Fowler requested Item 5.7 on the consent agenda be pulled for a separate vote.

No other concerns or issues were raised.

There being no further business, the meeting adjourned at 6:30 p.m.

Respectfully submitted,

KAREN M. MCDONALD
City Attorney

ANTHONY G. CHAVONNE
Mayor

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**FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
CITY HALL COUNCIL CHAMBER
AUGUST 27, 2012
7:00 P.M.**

Present: Mayor Anthony G. Chavonne

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

Others Present: Theodore Voorhees, City Manager
Kristoff Bauer, Assistant City Manager
Karen M. McDonald, City Attorney
Brian Meyer, Assistant City Attorney
Dana Clemons, Assistant City Attorney
Lisa Smith, Chief Financial Officer
Bradley Whited, Airport Director
Katherine Bryant, Interim Police Chief
Dwayne Campbell, Chief Information Officer
Randy Hume, Transit Director
Rusty Thompson, Engineering and Infrastructure Director
Scott Shuford, Development Services Director
Victor Sharpe, Community Development Director
Karen Hilton, Planning and Zoning Manager
Craig Harmon, Planner II
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 Reverend Reginald Johnston, Senior Pastor of My Father's House Christian Church.

3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by the Mayor and City Council.

RECOGNITION/ANNOUNCEMENTS

Council Member Hurst announced the "Fayetteville Beautiful" clean-up was scheduled for September 8, 2012, at Linear Park beginning at 8:00 a.m. and would last approximately two hours.

Council Member Davy announced a "Grandparents Day" celebration was scheduled for September 8, 2012, from 12:00 noon to 5:30 p.m. at the Christina Smith Park.

Council Member Haire announced the City of Fayetteville partnered with the Fayetteville Branch of the N.A.A.C.P. and other community advocacy groups on a community education series designed to restore mutual trust between the Fayetteville Police Department and the community through education. He stated the public was invited to the second meeting to be held on August 30, 2012, at the Kingdom Impact Global Ministries located at 2503 Murchison Road in Fayetteville from 6:30 to 7:30 p.m.

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Council Member Haire announced Kingdom Impact Global Ministries Church would be holding a "Community Day" on September 9, 2012, at 10:00 a.m. and everyone was invited.

Mayor Chavonne announced the Finance Department was honored with a Certificate of Achievement for Excellence in Financial Reporting Award from the Government Finance Officers Association of the United States and Canada. He stated it was the sixth year that the Department had been recognized for its comprehensive annual financial report. Mayor Pro Tem Arp presented the award to Ms. Lisa Smith, Chief Financial Officer. Mayor Chavonne stated the Council was very proud of Ms. Smith and her team.

4.0 APPROVAL OF AGENDA

MOTION: Mayor Pro Tem Arp moved to approve the agenda.
SECOND: Council member Bates
VOTE: UNANIMOUS (10-0)

5.0 CONSENT

MOTION: Council Member Fowler moved to approve the consent agenda with the exception of Item 5.7 which was pulled for a separate vote.
SECOND: Council Member Massey
VOTE: UNANIMOUS (10-0)

5.1 Approve State Grant Amendment and Capital Project Ordinance Amendment 2013-16 (Tree Clearing for Runways 10 & 4).

The State Grant Amendment provided \$29,357.00 additional State dollars towards the removal of obstructions from Runways 4 and 10. The Capital Project Amendment appropriated additional state funds of \$29,357.00 and an associated local match of \$3,262.00. The Airport Operating Fund provided the local match and the revised budget for the project was \$282,619.00.

5.2 Approval of Transit route and schedule changes.

The recommended changes included:

- (1) Split Route 15 creating a more direct route between Cross Creek Mall and the Cape Fear Valley Medical Center and a new route serving Hollywood Heights and parts of Cliffdale Road. This also eliminated the awkward transfer arrangement that existed at Cliffdale and Bunce Roads.
- (2) Combining Routes 16 & 17 into a single route with two buses resulting in new service along Reilly Road between Morganton and Cliffdale Roads as well as an hourly connection with Fort Bragg's on-post shuttle via the Yadkin gate.
- (3) Modifying Route 8 to use Campbell Street instead of Russell Street between Gillespie Street and Old Wilmington Road to better serve the Hope VI developments.

5.3 Community Development - Approval of acquisition of property located at 205 Deep Creek Road.

5.4 Community Development - Approval of acquisition of property located at 922 Ellis Street.

5.5 Budget Ordinance Amendment 2013-1 (General Fund).

The amendment appropriated \$75,866.00 for expenditures associated with the 250th Anniversary Celebration in the current fiscal year by appropriating \$57,266.00 from fund balance and \$18,600.00 in projected revenues from the sale of the commemorative coins.

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5.6 Budget Ordinance Amendment 2013-2 (General Fund) and Capital Project Ordinance Amendment 2013-15 (Municipal Agreements).

The amendments appropriated \$78,016.00 to the Engineering & Infrastructure Department budget for a municipal agreement with the North Carolina Department of Transportation for the construction of sidewalks along Legion Road. The source of funds for the amendments was an appropriation of \$78,016.00 from General Fund fund balance.

5.7 Pulled for discussion by Council Member Fowler.

5.8 Capital Project Ordinance 2013-15 (2012 Justice Assistance Grant Program).

The FY 2012-2013 Justice Assistance Grant (JAG), totaling \$174,633.00, was awarded to the Fayetteville Police Department and the Cumberland County Sheriff's Office in July. The ordinance appropriated the City's share of \$120,053.00 for the JAG program.

5.9 Capital Project Ordinance Amendment 2013-17 (Linear Park).

The Amendment appropriated an additional \$170,081.00 for the Linear Park project.

5.10 Capital Project Ordinance Amendment 2013-18 (FY 2007 Transit Capital Grant).

The amendment appropriated an additional \$206.00 for the FY 07 Transit Capital Grant.

5.11 Approval of a Municipal Agreement with NCDOT for median construction and pedestrian improvements on Grove Street from Green Street to the Cape Fear River Bridge and Eastern Boulevard from Grove Street to Person Street.

5.12 Approval of speed limit recommendation for speed limit along Lake Valley Drive from Skibo Road to Yadkin Road.

CERTIFICATION OF MUNICIPAL DECLARATION TO ENACT SPEED LIMITS AND REQUEST FOR CONCURRENCE [SR 3499 (LAKE VALLEY EXTENSION) - CAR (45 MPH) AND TRUCK (45 MPH)]. ORDINANCE NO. NS2012-030.

5.13 Approval of no parking ordinance on Kienast Drive.

AN ORDINANCE AMENDING CHAPTER 16, MOTOR VEHICLES AND TRAFFIC, OF THE CITY OF FAYETTEVILLE CODE OF ORDINANCES [TRAFFIC SCHEDULE NO. 11 - PARKING PROHIBITED]. ORDINANCE NO. NS2012-031.

5.14 Approval of 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. NS2012-032.

5.15 Approval of yield sign ordinance.

AN ORDINANCE AMENDING CHAPTER 16, MOTOR VEHICLES AND TRAFFIC, OF THE CITY OF FAYETTEVILLE CODE OF ORDINANCES [TRAFFIC SCHEDULE NO. 14 - YIELD RIGHT-OF-WAY]. ORDINANCE NO. NS2012-033.

5.16 Approval of a municipal agreement with NCDOT for maintenance of the computerized traffic signal system.

5.17 Municipal Agreement with NCDOT for sidewalk improvements to Legion Road from Elk Road to Owen Drive.

5.18 Phase V, Area 6 & 7 - Proposed assessment revision.

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5.19 Special Revenue Fund Project Ordinance 2013-3 (Gangs Across the Carolinas 2012).

The ordinance appropriated \$53,299.00 for the Gangs Across the Carolinas Training Conference for fiscal year 2012-2013.

5.20 Special Revenue Project Fund Ordinance 2013-4 (2012 Gang Partnership Program).

The ordinance appropriated \$48,196.00 for the Gang Partnership Program for fiscal year 2012-2013.

5.21 Special Revenue Fund Project Ordinance Amendment 2013-1 (CDBG Program) and Special Revenue Fund Project Ordinance Amendment 2013-2 (HOME Program).

5.7 Budget Ordinance Amendment 2013-3 (General Fund), Capital Project Ordinance 2013-16 (FY 12 Transit Capital Grant), and Special Revenue Fund Project Ordinance 2013-5 (FY 12 Transit Planning Grant).

This item was pulled by Council Member Fowler for a separate vote.

VOTE: PASSED by a vote of 7 in favor to 3 in opposition (Council Members Bates, Crisp, and Fowler)

6.0 PUBLIC HEARINGS

6.1 Case No. P12-38F. Request for a Special Use Permit for heavy auto repair on property zoned Community Commercial and Limited Commercial located at 4429 Murchison Road. Containing 6.5 acres more or less and being the property of Weaver Commercial Properties.

Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and gave overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He explained the property was currently used as a light auto repair business; i.e., tires, oil and battery changes, lubes, and tune ups. He further explained the owner had requested a Special Use Permit (SUP) to expand their operations to include heavy auto repair. He stated there was no site plan as part of the SUP application since this was an existing business. He stated a condition of the SUP was that the property would meet the minimum requirements of the UDO, such as parking and landscaping. He advised the Zoning Commission and staff recommended approval based on (1) the front third of the property being currently zoned CC for heavy commercial, (2) the property's current use being auto repair, (3) a car lot and other commercial uses surrounding the property, and (4) the SUP allowing additional conditions being placed on the property if necessary. He further advised the Zoning Commission and staff recommended approval of the SUP as presented by staff based upon a finding that all of the following standards were met:

- (1) The special use complies with all applicable standards in Section 30-4.C, Use-Specific Standards;
- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands;
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands;

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- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and
- (8) The special use complies with all other relevant City, State, and Federal laws and regulations.

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

Mr. Aneudy Garcia, representing the property owners, 4429 Murchison Road, Fayetteville, NC 28311, appeared in favor.

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

Council Member Haire expressed concerns regarding the amount of visibility of automobiles in a state of disrepair. Mr. Garcia explained that all vehicles that necessitated an over-night stay would be parked in the back of the property, which was fenced in and not visible from the road.

A discussion period ensued.

MOTION: Council Member Haire moved to approve the Special Use Permit for the property as presented by staff, based on the submitted site plan and upon a finding that all of the 8 standards were met and that the following two additional conditions were met: (1) Additional buffering (street-scape as required by the UDO) and (2) no vehicles to be parked overnight at the front of the building.

SECOND: Council Member Massey

VOTE: UNANIMOUS (10-0)

6.2 Case No. P12-39F. Request for a Special Use Permit for heavy auto repair on property zoned Community Commercial located at 5130 Raeford Road. Containing 2.66 acres more or less and being the property of DPGP Investments, LLC.

Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and gave overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He explained general auto repair was allowed by right in CC, but heavy repairs, including body work, painting, engine and transmission repairs, would require a SUP. He further stated during the Zoning Commission meeting there were concerns regarding access to the back of the property along Morris Drive, a private road. He further stated the main concern was the use of the road for wrecker access, especially on the weekends. He advised conditions of the SUP suggested by the Zoning Commission were (1) the property meeting the minimum requirements of the Development Code, such as parking and landscaping; (2) a Type D buffer along Morris Street; (3) 12-inch trees and 36-inch high shrubs with a 10-foot buffer; (4) the chain-link fence remaining; (5) joining the street maintenance association; (6) the hours of operation being 7:00 a.m. to 6:00 p.m. Monday through Friday and 7:00 a.m. to 3:00 p.m. Saturdays; and (7) bringing Moore Street up to City standards to the property entrance. He further advised the Zoning Commission and staff recommended approval of the SUP as presented by staff based upon a finding that all of the following standards were met:

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- (1) The special use complies with all applicable standards in Section 30-4.C, Use-Specific Standards;
- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands;
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands;
- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and
- (8) The special use complies with all other relevant City, State, and Federal laws and regulations.

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

Mr. Don Price, 5202 Raeford Road, Fayetteville, NC 28302, business owner, appeared in favor and stated he was present to address any concerns or questions.

Mr. Chris Pusey, 409 Chicago Drive, Fayetteville, NC 28306, appeared in favor and stated he would waive his time to Mr. Lail.

Mr. Ben Lail, Engineer for the property owners, 409 Chicago Drive, Fayetteville, NC 28306, appeared in favor and stated he was present to answer any questions.

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

Mayor Chavonne inquired of Mr. Price if he had any issues with the hours of operation that were included as part of the conditions. Mr. Price responded at this time he would not want to change his hours of operation. He further stated he was aware of businesses that operated until 9:00 p.m.

Mayor Pro Tem Arp stated that many auto body repair shops were overwhelmed after the recent hail damage and Saturdays were good for most people to have repairs done, and if the business closed at 3:00 p.m. it would be confining.

A discussion period ensued regarding wrecker businesses delivering vehicles late at night via the back gate entrance of the property. Mr. Lail stated he was not aware of any complaints from residents in the area objecting to late night deliveries.

Further discussion ensued on whether the hours of operation also applied to include the delivery of vehicles to the property. Ms. Karen McDonald, City Attorney, stated the issue had not been brought up during the Zoning Commission meeting.

Council Member Crisp inquired who had imposed the 3:00 p.m. condition. Mr. Harmon responded it was only a suggestion.

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Council Member Crisp further inquired if it was possible to have after-hour deliveries made to the front of the building rather than using the back private road. Mr. Price confirmed that was possible.

MOTION: Mayor Pro Tem Arp moved to approve the Special Use Permit for the property as presented by staff, based on the submitted site plan and upon a finding that all of the 8 findings and 7 conditions were met, and with additional hours of operation from 7:00 a.m. to 6:00 p.m. Monday to Friday and then 7:00 a.m. to 5:00 p.m. on Saturdays and then bring Morris Street up to City standards for the property entrance.

SECOND: Council Member Fowler

Council Member Applewhite inquired why the motion contained additional hours of operation when the business owner had not requested additional hours. Mayor Pro Tem Arp responded it was a convenience for the owner in case in the future he wanted to extend his hours of operation and would not have to return to the Council to request a special use permit.

Ms. McDonald stated that staff requested the motion state the hours of operation as it related to the dropping off of vehicles.

AMENDED MOTION:

Mayor Pro Tem Arp moved to approve the Special Use Permit for the property as presented by staff, based on the submitted site plan and upon a finding that all of the 8 findings and 7 conditions were met, hours of operation from 7:00 a.m. to 6:00 p.m. Monday to Friday and 7:00 a.m. to 5:00 p.m. on Saturday, and all drop off vehicles to be delivered to the front of the building after business hours.

SECOND: Council Member Davy

VOTE: FAILED by a vote of 5 in favor to 5 in opposition (Council Members Applewhite, Crisp, Bates, Fowler, and Hurst)

MOTION: Council Member Bates moved to approve the Special Use Permit for the property as presented by staff, based on the submitted site plan and upon 8 findings and 7 conditions were met, and hours of operation from 7:00 a.m. to 6:00 p.m. Monday to Friday and then 7:00 a.m. to 3:00 p.m. on Saturdays and all drop off vehicles to be delivered to the front of the building after business hours.

SECOND: Council Member Haire

VOTE: PASSED by a vote of 8 in favor to 2 in opposition (Council Members Chavonne and Fowler)

6.3 Case No. P12-40F. Request for a Special Use Permit for a Mini-Storage Warehouse in a Community Commercial district on property located at 372 N. Reilly Road. Containing 0.83 acres more or less and being the property of American Flag Reilly Road LLC.

Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and gave overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He explained the building on the property was used for retail space currently and mini-storage warehousing would require an SUP in the CC district. He advised conditions of the SUP suggested by the Zoning Commission were (1) the property meeting the minimum requirements of the UDO, such as parking and landscaping; and (2) being consistent with reviewed site plan and Technical Review Committee conditions of approval. He further advised the Zoning Commission and staff recommended approval of the SUP as presented by staff based upon a finding that all of the following standards were met:

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- (1) The special use complies with all applicable standards in Section 30-4.C, Use-Specific Standards;
- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands;
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands, conditioned upon site plan and meeting transitional standards;
- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and
- (8) The special use complies with all other relevant City, State, and Federal laws and regulations.

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

Mr. David Matthews, surveyor representing the property owner, 115 Broadfoot Avenue, Fayetteville, NC 28305.

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

MOTION: Council Member Fowler moved to approve the Special Use Permit for the property as presented by staff, based on the submitted site plan and upon a finding that all of the 8 findings were met.

SECOND: Council Member Bates

VOTE: UNANIMOUS (10-0)

6.4 Case No. P12-41F. Request for a Special Use Permit for a Mini-Storage Warehouse in a Community Commercial district on property located at the southeast corner of Santa Fe and Jacks Ford Drives. Containing 3.01 acres more or less and being the property of Storage Kings LLC.

Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and gave overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He explained the mini-storage warehousing would require a SUP in the CC district and the City's Land Use Plan was calling for heavy commercial on the property. He advised conditions of the SUP suggested by the Zoning Commission were (1) the property meeting the minimum requirements of the UDO, such as parking and landscaping; and (2) being consistent with the site plan and TRC conditions of approval. He further advised the Zoning Commission and staff recommended approval of the SUP based on (1) the property currently being zoned CC for heavy commercial; (2) a large mini-storage complex being to the southwest on Jacks Ford Drive; and (3) the SUP allowing for additional conditions to be placed on the property and upon a finding that all of the following standards were met:

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- (1) The special use complies with all applicable standards in Section 30-4.C, Use-Specific Standards;
- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands;
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands;
- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and
- (8) The special use complies with all other relevant City, State, and Federal laws and regulations.

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

Mr. David Matthews, surveyor representing the property owner, 115 Broadfoot Avenue, Fayetteville, NC 28305, appeared in favor and provided a handout to the Council.

Ms. Avis Weatherspoon, 1986 Christopher Way, Fayetteville, NC 28303, appeared in opposition and stated she and fellow residents did not want to see another storage facility in their neighborhood.

Ms. Kenorsha Gorden, 1978 Christopher Way, Fayetteville, NC 28303, appeared in opposition and stated approval of the mini-storage business would increase traffic in the neighborhood.

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

Council Member Haire inquired if there could be an additional condition to provide for additional trees (tree scapes). Mr. Matthews responded some trees would have to be removed to provide for the construction of the facility and sidewalks, but the builder/developer would only remove trees that were absolutely necessary to complete the project.

Mr. Theodore Voorhees, City Manager, stated the tree reserve area was not a part of the packet and Council could require an additional condition to include the exhibit.

Council Member Haire inquired of Ms. Weatherspoon if additional trees were required, would that make a difference. Ms. Weatherspoon stated it would not and the residents did not want another storage facility in close proximity to their neighborhood.

MOTION: Council Member Haire moved to deny the Special Use Permit.
SECOND: Council Member Applewhite
VOTE: FAILED by a vote of 4 in favor to 6 in opposition (Council Members Hurst, Fowler, Massey, Chavonne, Davy, and Arp)

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MOTION: Mayor Pro Tem Arp moved to approve the Special Use Permit for the property and Supplemental Exhibit 1, Erosion-Stormwater Plan 5-16-12.dwg, Model 8/27/12 4:13:15 (highlighted yellow area), and to specify the facility to be restricted to storage use only; no musical activities allowed.

SECOND: Council Member Hurst

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

6.5 Case No. P12-42F. Request for a Special Use Permit for a Mini-Storage Warehouse on property zoned Community Commercial located at 1303 Clinton Road. Containing 5.55 acres more or less and being the property of Pyramid Rehearsal Studio, Inc.

Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and gave overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He explained the building on the property appeared to be completely within the 100-year flood elevation which meant the building would only be renovated up to 50 percent of the existing building's value. He stated the current structure was built prior to the City enacting its flood damage prevention rules which call for all buildings to have a finished flood elevation 2 feet above that of the 100-year flood elevation. He explained mini-storage warehousing would require an SUP in the CC district. He advised conditions of the SUP included the property meeting the minimum requirements of the UDO, such as the mini-storage warehouse standards, parking and landscaping. He further advised the Zoning Commission and staff recommended denial of the proposed SUP using the existing building based on (1) the existing building not meeting the current flood damage prevention rules, (2) the Land Use Plan calling for conservation in the flood plain area, (3) the Hazard Mitigation Plan calling for the mitigation of existing buildings in the flood plain that do not meet the City's flood damage prevention rules, (4) the 2030 Plan calling for the preservation of flood prone areas as conservation areas, and (5) the SUP allowing for additional conditions to be placed on the property. He further advised the Zoning Commission and staff recommended denial of the SUP as presented by staff based upon a finding that all of the following standards could not be met:

- (1) The special use complies with all applicable standards in Section 30-4.C, Use-Specific Standards;
- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands;
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands;
- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and
- (8) The special use complies with all other relevant City, State, and Federal laws and regulations.

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

Mr. David Edwards, 1905 Colon Mintz Road, Leland, NC 28451, appeared in favor and stated there was a need for this type of storage facility. He stated the space was normally used to store musical instruments rather than to play music. He stated he was a certified contractor but was not a qualified surveyor.

Council Member Haire clarified that the requestor was seeking the storage of musical instruments only and the facility would not be used for playing music.

Council Member Davy inquired what the applicant would need to do to meet all the requirements. Mr. Harmon responded he would have to comply with the UDO. He explained the flood damage prevention ordinance required that the finished floor elevation would have to be two feet above the flood plain for any new building built in the flood plain to prevent flood damage.

Council Member Davy inquired if this would be considered a new building as the owner was intending to upfit the building. Mr. Harmon replied that as long as the owner stayed under 50 percent of the value of the property for the renovation costs, he would not have to come into compliance with the flood damage prevention ordinance.

Council Member Applewhite inquired if the property owner had to pay a higher rate of insurance for operating in a flood zone. She raised concerns that clients conducting business at the proposed facility may not be aware of the flood plain issue. Mr. Edwards responded the flood plain issue would be addressed in the lease agreement/contract with the clients.

Mr. Voorhees stated they were prohibited from allowing new construction in areas like this. He stated if they allowed that, then they run afoul of the FEMA flood plain program and could jeopardize the City's participation City-wide in the flood and maintenance insurance program and certainly would not want to do that. He stated in this case it was an existing structure.

Mr. Harmon stated the improvements were based on the tax value of the property and the improvements were monitored through the building permits requested. He further stated he did not know the value of the property.

Further discussion ensued.

Ms. McDonald stated after conferring with Mr. Voorhees and Mr. Shuford, staff would like to request Council consider tabling the item to allow staff time to research and answer their questions.

Council Member Davy inquired if the City approved permits in the flood plain. Mr. Harmon responded that the City had approved permits in the flood plain, but they had to be above the two feet requirement.

Council Member Bates inquired on the tax value of the property for the next time the item was discussed. Mr. Voorhees stated in addition, staff would provide an explanation of how the flood plain ordinance would operate for the next meeting, and would provide further information regarding liabilities.

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

MOTION: Council Member Davy moved to table the item and re-address at the September 24, 2012, City Council regular meeting.
SECOND: Mayor Pro Tem Arp
VOTE: UNANIMOUS (10-0)

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7.0 OTHER ITEMS OF BUSINESS

7.1 Revision of City Council Policy No. 110.1, Membership and Attendance of boards and commissions.

Council Member Hurst presented this item and stated on June 18, 2012, the City Clerk's office facilitated a training session for the boards and commissions liaisons. He stated the purpose of the meeting was to review the appointment process, new literature, liaison responsibilities, current vacancies, revisions to the schedule of appointments, and discuss improvements to the overall process. He stated the meeting went well and the information was appreciatively received. He stated during the meeting, the issue of the boards and commissions attendance policy was raised. He stated the consensus of the liaisons attending the meeting was that the current attendance policy was problematic and too restrictive. He stated examples were given where a member may have missed two regular meetings in a year, which would technically calculate to an attendance record of 50 percent, but may have attended other subcommittee meetings, special meetings or events for which there was no consideration given. He stated the liaisons requested the Appointment Committee review City Council Policy No. 110.1 and consider amending it to provide clarity. He stated the recommended policy revision was as follows:

It shall be the policy of the City Council to allow an individual to serve on only one board or commission at a time. Pursuant to City Code § 2-35(c), an appointee shall attend at least 75 percent of regularly scheduled meetings, special meetings, and other activities of the board or commission, such as special events and subcommittee meetings where applicable, on an annual basis from the date of their appointment and if that does not comply with such attendance, or fails to attend three (3) consecutive regularly scheduled meetings, then the appointee shall be automatically removed and not be appointed to any City board or commission within two years of their removal date. Cancelled meetings shall count as an attended meeting. The City Clerk shall notify the appointee and report to the City Council by letters if an appointee has been removed pursuant to this provision.

Council Member Hurst stated at the July 31, 2012, Appointment Committee meeting, the Appointment Committee unanimously voted to approve the revisions to the boards and commissions attendance policy.

Council Member Applewhite inquired if telephone conference calls were part of the discussion. Council Member Hurst responded they were not.

Council Member Crisp stated we do not want to fire good people.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE II, ADMINISTRATION, SECTION 2-35, APPOINTMENTS TO BE CITY RESIDENTS; REMOVAL, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2012-015.

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

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7.2 Presentation of Appointment Committee recommendations for boards and commissions appointments.

Council Member Hurst stated the following was the list of board and commission recommended appointments.

<u>Applicants</u>	<u>Term</u>
<u>Airport Commission</u>	
Dawn Gibson (Second term - Travel Agent)	Sept 2012-March 2015
Ralph P. Hamilton (First Term)	Sept 2012-March 2015
Donald Murray Warren (First Term)	Sept 2012-March 2015
R. B. Goforth (First Term)	Sept 2012-March 2015
<u>Animal Services/County Board</u>	
Daniel Montoya (Fill-in)	Sept 2012-June 2014
Reba Axtell (Fill-in)	Sept 2012-June 2014
<u>Appearance Commission</u>	
Kevin Hight (First Term)	Sept 2012-Sept 2014
<u>Board of Adjustment</u>	
Wick Smith (First Term)	Sept 2012-Sept 2014
Bill Jenkins (First Term)	Sept 2012-Sept 2014
William Love (First Term - Alternate)	Sept 2012-Sept 2014
George Turner (First Term - Alternate)	Sept 2012-Sept 2014
Charles Astrike (First Term)	Sept 2012-Sept 2014
<u>Board of Appeals on Dwellings and Buildings</u>	
Edward Wells (First Term)	Sept 2012-March 2015
Ronald Adams (First Term)	Sept 2012-March 2015
Maxine McNeill (Second Term)	Sept 2012-March 2015
<u>Ethics Commission</u>	
Joseph W. Levister, Jr. (University/College)	Sept 2012-March 2014
<u>Finance Corporation</u>	
William Brooks (terms unregulated)	Sept 2012-Sept 2013
Keith Love (terms unregulated)	Sept 2012-Sept 2013
<u>Historic Resources Commission</u>	
Christopher Frank (First Term - Architect)	March 2012-March 2014
Robert W. Cooper (Fill-in)	Sept 2012-March 2014
<u>Human Relations Commission</u>	
Lynn Thomas (First Term previous fill-in)	Sept 2012-Sept 2014
Judy Swanson (First Term previous fill-in)	Sept 2012-Sept 2014
Tanya Stanley (First Term previous fill-in)	Sept 2012-Sept 2014
Kathy Waddell (First Term previous fill-in)	Sept 2012-Sept 2014
Bruce Lee (Second Term)	Sept 2012-Sept 2014
Crystal Moore-McNair (First Term)	Sept 2012-Sept 2014
Alberta Lampkins (First Term)	Sept 2012-Sept 2014
Theresa Trainer (First Term)	Sept 2012-Sept 2014
<u>Linear Park, Inc</u>	
James Bowser (Fourth Term)	Sept 2012-March 2014
Harry Shaw (Fourth Term)	Sept 2012-March 2014
Larry Bruce Norris (Fourth Term)	Sept 2012-March 2014
<u>Metropolitan Housing Authority</u>	
Joyce Tucker (Fourth Term)	Sept 2012- Sept 2014
<u>Parks and Recreation</u>	
Harvey Jenkins (First Term)	Sept 2012- Sept 2014
Joyce Malone (First Term)	Sept 2012- Sept 2014
<u>Planning Commission</u>	
William J. Fiden (First Term)	Sept 2012- Sept 2014
Bill Watt (Second Term)	Sept 2012- Sept 2014
Larnie McClung (First Term)	Sept 2012- Sept 2014
Ngozi Kamalu (First Term)	Sept 2012- Sept 2014
Neiman Young (First Term Alternate)	Sept 2012- Sept 2014
Hector Ray (First Term)	Sept 2012- Sept 2014

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<u>Public Arts Commission</u>	
Noreda Hess (Fill-in)	Sept 2012-March 2014
Junita Pilgrim (Fill-in)	Sept 2012-March 2014
Virginia Oliver (Second Term)	Sept 2012-March 2014
<u>Public Works Commission</u>	
Michael Lallier (Third Term)	Sept 2012- Sept 2016
<u>Redevelopment Commission</u>	
Monica Luongo (Fill-in)	Sept 2012- March 2015
<u>Residential Rental Property Review Board</u>	
Stella Mullen (First Term Appointed by Mayor)	Sept 2012- March 2015
Thomas Neal (Fill-in Appointed by City Manager)	Sept 2012- March 2013
Chester Oehme Jr. (First Term Appointed by Mayor)	Sept 2012- March 2014
Lisa H. Brown (First Term)	Sept 2012- March 2015
Lawrence Frawley (First Term)	Sept 2012- March 2014
Faye Watson (Fill-in)	Sept 2012- March 2013
Yvette Hamilton Sanders (First Term)	Sept 2012- March 2014
<u>Senior Citizens Advisory Board</u>	
Pamela Wade (Fill-in)	Sept 2012- Sept 2013
Kevin Mciver (Fill-in)	Sept 2012- Sept 2013
<u>Stormwater Advisory Board</u>	
Patricia Vaughan (Second Term)	Sept 2012- Sept 2014
Kiki Rupert (First Term)	Sept 2012- Sept 2014
<u>Transit -Fayetteville Advisory Commission on Transit (FACT)</u>	
Michael Rutan (Second Term FAMPO)	Sept 2012- March 2015
Sharon Collins (Second Term ADA)	Sept 2012- March 2015
Willie Mintz (First Term Bus Rider)	Sept 2012- March 2015
<u>Zoning Commission</u>	
Colleen Astrike (First Term -Alternate)	Sept 2012- Sept 2014
Jack Cox (First Term)	Sept 2012- Sept 2014
O.C. Holloway (First Term - Alternate)	Sept 2012- Sept 2014

MOTION: Council Member Hurst moved to approve the recommended appointments.

SECOND: Council Member Crisp

VOTE: UNANIMOUS (10-0)

7.3 Uninhabitable structures demolition recommendation.

Mr. Scott Shuford, Development Services Director, presented this item with the aid of a power point presentation and photographs of the properties. He stated staff recommended adoption of the ordinances authorizing demolition of the structures. He reviewed the following demolition recommendations:

202 Circle Court

Mr. Shuford stated the structure was a vacant residential home that was inspected and condemned as a blighted structure. He further stated the owner had not appeared at the hearing and therefore an order to repair or demolish the structure within 60 days was issued. He noted to date there were no repairs to the structure and the utilities were disconnected in December 2006. He further noted within the past 24 months there had been no calls for 911 service and six code violations with pending assessments of \$2,218.76 for lot cleanings. He advised the low bid for demolition of the structure was \$1,600.00.

303 Cochran

Mr. Shuford stated the structure was a vacant residential home that was inspected and condemned as a dangerous structure. He further stated the owner had not appeared at the hearing and therefore an order to repair or demolish the structure within 60 days was issued. He noted to date there were no repairs to the structure and the utilities were disconnected in November 2007. He further noted within

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the past 24 months there had been two calls for 911 service and ten code violations with pending assessments of \$4,683.65 for lot cleanings and demolition. He advised the low bid for demolition of the structure was \$1,997.00.

1801 Torrey

Mr. Shuford stated the structure was a vacant residential home that was inspected and condemned as a blighted structure. He stated the owner attended the hearing and a subsequent hearing was held in which an order was issued to repair or demolish the structure within 90 days. He noted to date there were no repairs to the structure and the utilities were disconnected in February 2007. He further noted within the past 24 months there had been eight calls for 911 service and one code violation with no pending assessments. He advised the low bid for demolition of the structure was \$1,600.00.

Council Member Haire inquired why some of the properties slated for demolition were not boarded up. Mr. Shuford responded that boarding property was optional and there was no ordinance to mandate such action.

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA, REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY (202 CIRCLE COURT, PIN 0438-79-3083). ORDINANCE NO. NS2012-027.

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA, REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY (303 COCHRAN AVENUE, PIN 0438-78-8106). ORDINANCE NO. NS2012-028.

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA, REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY (1801 TORREY DRIVE, PIN 0428-73-8011). ORDINANCE NO. NS2012-029.

MOTION: Council Member Bates moved to approve the demolitions by adopting the ordinances.

SECOND: Council Member Fowler

VOTE: UNANIMOUS (10-0)

7.4 Boarded Houses

Mr. Scott Shuford, Development Services Director, presented this item and stated at the August 7, 2012, City Council work session, staff presented a variety of options for addressing concerns raised by Council members regarding long-term boarding of residential structures. He stated Council provided direction to staff to develop an ordinance that would establish a three-year maximum time period for boarding houses and that would provide an avenue of appeal to obtain extension of the time period in the event of extenuating circumstances. He stated the legal staff had drafted an ordinance that addressed those issues, allowing appeals of the boarding limitation to ultimately be addressed by the Board of Appeals on Buildings and Dwellings. He stated the ordinance would also establish a no-cost registration requirement for property owners seeking to board houses in order to provide staff with the ability to monitor the properties, to understand the property owners' motivations behind boarding the properties, and to offer an opportunity for dialog early in the process so that all parties had the same expectations.

ORDINANCE AMENDING CHAPTER 14, HOUSING, DWELLINGS AND BUILDINGS, BY CREATING A NEW ARTICLE VI, REGULATION OF BOARDED UP RESIDENTIAL STRUCTURES. ORDINANCE NO. S2012-017

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MOTION: Council Member Haire moved to approve the boarded houses ordinance.
SECOND: Council Member Crisp
VOTE: PASSED by a vote of 8 in favor to 2 in opposition (Council Members Fowler and Bates)

8.0 ADMINISTRATIVE REPORTS

8.1 Monthly statement of taxes for July 2012.

2011 Taxes	\$117,485.55
2011 Vehicle	249,902.87
2011 Taxes Revit	106.35
2011 Vehicle Revit	264.70
2011 FVT	28,497.62
2011 Transit	28,497.63
2011 Storm Water	4,375.58
2011 Fay Storm Water...	8,750.94
2011 Fay Recycle Fee	11,853.51
2011 Annex... ..	0.00
2011 Taxes	76,205.51
2011 Vehicle	143,160.44
2011 Taxes Revit	261.27
2011 Vehicle Revit	85.35
2011 FVT	18,863.44
2011 Transit	18,863.48
2011 Storm Water	2,839.82
2011 Fay Storm Water...	5,679.67
2011 Fay Recycle Fee	4,752.14
2011 Annex... ..	0.00
2010 Taxes	5,763.41
2010 Vehicle	3,869.85
2010 Taxes Revit	0.00
2010 Vehicle Revit	0.00
2010 FVT	831.10
2010 Transit	831.07
2010 Storm Water	197.88
2010 Fay Storm Water...	395.76
2010 Fay Recycle Fee	494.00
2010 Annex... ..	0.00
2009 Taxes	2,692.27
2009 Vehicle	1,288.89
2009 Taxes Revit	0.00
2009 Vehicle Revit	0.00
2009 FVT	308.19
2009 Transit	308.20
2009 Storm Water	76.19
2009 Fay Storm Water	152.38
2009 Fay Recycle	241.25
2009 Annex... ..	0.00
2008 and Prior Taxes	1,389.91
2008 and Prior Vehicle	2,112.29
2008 and Prior Taxes Revit	0.00
2008 and Prior Vehicle Revit	0.00
2008 and Prior FVT	436.70
2008 and Prior Transit	105.00
2008 and Prior Storm Water	143.63
2008 and Prior Fay Storm Water	96.00
2008 and Prior Fay Recycle	168.00
2008 and Prior Annex... ..	152.64
Interest	14,733.28
Revit Interest	17.84
Storm Water Interest	290.60
Fay Storm Water Interest	482.38

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Annex Interest	63.75
Fay Recycle Interest	496.31
Fay Transit Interest	988.43
Total Tax and Interest	\$759,573.07

9.0 ADJOURNMENT

 There being no further business, the meeting adjourned at 9:43 p.m.

Respectfully submitted,

PAMELA J. MEGILL
City Clerk

ANTHONY G. CHAVONNE
Mayor

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**FAYETTEVILLE CITY COUNCIL
WORK SESSION MINUTES
LAFAYETTE ROOM
SEPTEMBER 4, 2012
5:00 P.M.**

Present: Mayor Anthony G. Chavonne

Council Members Keith Bates, Sr. (District 1); Kady-Ann Davy (District 2); Robert A. Massey, Jr. (District 3); Darrell J. Haire (District 4) (arrived at 5:05 p.m.); Bobby Hurst (District 5); William J. L. Crisp (District 6); Valencia A. Applewhite (District 7) (via telephone at 6:25 p.m.); Wade Fowler (District 8 (departed at 6:15 p.m.); James W. Arp, Jr. (District 9)

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

Others Present: Theodore Voorhees, City Manager
Kristoff Bauer, Assistant City Manager
Karen M. McDonald, City Attorney
Scott Shuford, Development Services Manager
John Kuhls, Human Resource Development Director
Katherine Bryant, Interim Police Chief
Brad Whited, Airport Director
Jerry Dietzen, Environmental Services Director
Karen Hilton, Planning and Zoning Manager
Eloise Sahlstrom, Urban Designer
Lindsay Maurer, Planning Communities LLC
Maurizia Chapman, FAMPO Transportation Planner
Steven Edelman, Fayetteville Chapter of Sister Cities
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 Council Member Massey.

3.0 APPROVAL OF AGENDA

MOTION: Council Member Bates moved to approve the agenda.
SECOND: Council Member Fowler
VOTE: UNANIMOUS (9-0)

4.0 OTHER ITEMS OF BUSINESS

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4.1 Residential Development Proposal for 301 Bragg Boulevard (Old Day's Inn site).

Mr. Scott Shuford, Development Services Director, presented this item and provided background information on the three issuances of request for development proposals (RFP) for the targeted site. He explained the first issuance received one submission that was immediately withdrawn and the second received no submissions. He further explained the third issuance included the allowance of complimentary commercial in an attempt to make the project more diverse and attractive to potential developers. He stated the RFP was broadly advertised and distributed and a pre-submittal conference was held with only one attendee representing a potential developer. He stated one response was received and judged to be substantially compliant with the conditions of the RFP, which was shared with the City Council via email on September 16, 2012. He stated City staff was continuing to conduct negotiations with the developer to address all conditions and/or concessions requested within the proposal and to possibly increase the number of dwelling units within the overall development and seeking consistency with existing zoning. He stated the approval process of the agreement would require a public hearing preceded by a series of public notices of the impending agreement. He advised the recommended action was to authorize staff to continue negotiations towards a successful agreement.

The consensus of Council was to direct staff to continue negotiations towards a successful agreement.

4.2 Bragg Boulevard Corridor Plan

Ms. Eloise Sahlstrom, Urban Designer, presented this item and stated a team of consultants led by Planning Communities, LLC (a woman-owned transportation and environmental planning firm), were hired to produce a corridor plan for Bragg Boulevard to enhance transportation and land use opportunities along the corridor. She stated the project was funded by both the City and the Fort Bragg Regional Alliance (FBRA). She stated Planning Communities, LLC, had involved the community in a multi-day visioning and design charrette, providing input that resulted in a draft corridor plan. She stated the plan would be presented to the City Council in a public hearing on September 24, 2012, and the Planning Commission would hold a public hearing on the plan on September 18, 2012. She introduced Ms. Lindsay Maurer of Planning Communities, LLC, and Mr. Graham Smith of DHM Design.

Ms. Maurer provided a power point presentation of the Bragg Boulevard Corridor Plan and stated the project objectives were to provide a multi-modal transportation plan, mobility options, and urban development and redevelopment. She stated the area of study consisted of 9.2 miles with the area of analysis covering land use, transportation network, access management, development patterns,

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demographics, economics, physical and natural resources, and cultural and community resources. She gave an overview of the stakeholder/public input process and the variety of input methods. She stated the corridor goals were to improve the safety and visual character of Bragg Boulevard; use green space to enhance the look, feel, and function of Bragg Boulevard; implement well-designed and well-placed signage to transform Bragg Boulevard into an aesthetically pleasing corridor and to improve mobility while offering more efficient access to corridor destinations; promote multi-modal transportation choices including travel by bus, bike and foot; improve the form and appearance of existing developed properties; create vibrant, mixed-use places where people want to live, work and play; and to develop collaborative partnerships to implement a shared vision for redevelopment.

A discussion period ensued on the topics of branding of buses, medians, increasing ridership of buses, and bicycle and pedestrian safety issues.

4.3 Proposed Participation in EPA's Ozone Advance Program

Ms. Maurizia Chapman, FAMPO Transportation Planner, presented this item with the aid of a power point presentation. She stated the City of Fayetteville participated in the Early Action Compact between 2003 and 2008, which was a partnership between EPA, the North Carolina Department of Environment and Natural Resources, and Cumberland County, on behalf of local governments and organizations, to implement strategies and policies that would improve the air quality in the area. She stated the program worked to bring the City into compliance with the 1997 air quality ozone standards and defer a potential non-attainment designation. She stated in the Early Action Compact ("EAC"), a member from each of the County's municipalities and other major organizations, to include Fort Bragg, were nominated to serve on the Air Quality Stakeholders Committee. She stated Cumberland County and its municipalities developed a staff committee to make recommendations, do the work, and to recommend actionable items for the Air Quality Stakeholders to take back to their respective boards for action. She stated the Cumberland County Air Quality Technical Committee, the Sustainable Sandhills Air Team, and the Fort Bragg Air quality committee merged in 2006 to form the Combined Air Team (CombAT). She stated Cumberland County met all of the requirements of the EAC and managed to remain in attainment even after the standards changed again in 2008. She further stated The EPA was set to lower the ground level Ozone limit in 2014 and implement it in 2016. She stated the new limit amount was not yet available; however, the Clean Air Scientific Advisory Council was looking at recommendations ranging between 0.60 and 0.70 parts per million. She also stated the Ozone Advance Program was voluntary and would allow the community flexibility to select and implement strategies that could help in lowering Ozone precursors. She stated Ozone Advance participants would also receive preferred status under several emission reduction

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grants. She stated should the City fail to meet the new standard by 2016 and become a non-attainment community, this would trigger control measures for new businesses and those businesses wishing to expand. She stated additional restrictions would also apply to transportation projects that would increase roadway capacity. She stated the Ozone Advance Program was similar in nature to the Early Action Compact and would allow the County to work with the municipalities to recommend programs that would improve the air quality and attempt to remain in compliance at the onset of the new EPA ground level Ozone requirements in 2014. Ms. Chapman concluded by stating entering into the Ozone Advance program, EPA would assist the community in developing a plan to reduce the Ozone and other toxins over time in order for them to ultimately comply with EPA's proposed Ozone levels.

Mr. Jerry Dietzen, Environmental Services Director, advised the recommendation was for Council to approve a resolution enabling Fayetteville to participate as a member in the Ozone Advance Program at the September 10, 2012, regular City Council meeting.

Consensus from the Council was to consider the resolution at the September 10, 2012, meeting.

4.4 Candidacy of Dimona City, Israel, as a Potential Sister City

Mr. Steven Edelman, Jewish Community Representative to the Fayetteville Chapter of Sister Cities, presented this item and stated the City of Dimona, Israel, is a southern city in Israel that has begun the process of transforming itself. He stated under the forward, creative thinking of its current mayor, Dimona was attracting business, university students, dynamic young families, and housing projects. He stated it was projected that by 2020, the city would double its size to 80,000 residents. He stated surrounded by the natural beauty of the desert, and bolstered by the increasing level of excellence in its school system, the town was reaching beyond its humble beginnings to establish itself as a leading city in the south. He stated many of Dimona's residents work at the Dead Sea factories, the Rotem chemical plant, or in the tourist industry. He stated Dimona had won an award for being one of the ten most beautiful cities in the country.

Mayor Chavonne inquired how the City of Dimona had responded to the potential for becoming a sister city of Fayetteville. Mr. Edelman responded they were very excited about the cultural enrichment and sharing.

Council Member Davy stated the Fayetteville Sister Cities approval process went very smoothly.

Consensus of the Council was to bring this item back for a formal vote at a future regular City Council meeting.

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4.5 Citizen Review Board

Ms. Katherine Bryant, Interim Chief of Police, presented this item and stated as a result of the study conducted by NOBLE, a recommendation was made for the implementation of a Citizen Review Board. She stated the establishment of a board would require special legislation for the City of Fayetteville to permit members of the board to have access to the citizen complaint file. She stated other cities had established Citizen Review Boards once the special legislation was adopted. She further stated the workgroup was formed to develop a procedural manual/City ordinance for a Citizen Review Board (CRB) to support the request for the legislative change in early 2013. She also stated the working group was comprised of the City Attorney, City Communications, Police Attorney, Office of Professional Standards, and the Interim Chief/Assistant Chiefs. Finally she stated the CRB Procedure Manual would contain the board mission, membership composition, membership eligibility, terms of office, and confidentiality and training requirements.

A brief question and answer period ensued,

Consensus of the Council was for workgroup to continue moving forward with the process.

4.6 Status of Hire Fayetteville First Job Creation Program

Mr. Kristoff Bauer, Assistant City Manager, presented this item. He stated on July 9, 2012, Council acted to establish the Fayetteville First program. He stated the program directed staff to conduct a disparity study in order to establish procurement goals consistent with the program. He stated staff conducted lengthy discussions with the City of Charlotte and the County of Charleston, SC, in regards to the studies that were conducted by both agencies. He provided the Council with the scope of work section of Charlotte's study and stated the scope had not included elements such as "local" or "veteran." He provided a preliminary schedule showing various tasks involved in the solicitation process to obtain proposals for a Fayetteville study.

Mayor Chavonne inquired why staff was proposing to spend money on a disparity study survey, and stated the survey would be of no real value. Mr. Bauer responded that under federal law, a municipality could not implement a program to correct bias, for example race and/or gender, without a study to back up the criteria they had identified. He stated if the Council wanted to eliminate the disparity study, the policy could be revised.

A discussion period ensued and consensus of the Council was to revisit the item at the October 1, 2012, City Council work session.

4.7 2013 Holiday Schedule

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Mr. Ted Voorhees, City Manager, presented this item and stated December 25, 2013, would fall on a Wednesday. He inquired if the Council wished to implement a proposed three-day Christmas Holiday Observance in 2013. He explained every 5 or 6 years the Christmas Holiday fell on a Wednesday. He stated in order to be consistent with other organizations (e.g., the State of North Carolina), he proposed implementing a three-day holiday observance in the years when December 25 fell on a Wednesday. He stated for clarification per ordinance, the City would observe 11 paid holidays each year, and the proposal, if implemented, would result in 12 holidays being observed in 2013, 2019, 2024, and 2030 and thereafter every 5 or 6 years. He stated the ordinance also stated City Hall would be closed on . . . "other such days as the City Council may designate", and allowed for the City Manager to approve scheduled closings by department or division in variance to the schedule due to operational necessity. He stated staff was finalizing budget impact estimates and would provide further information.

Consensus of the Council was to implement a three-day Christmas Holiday observance for those years when December 25 fell on a Wednesday and to place on the consent section of the September 24, 2012, City Council regular meeting agenda for official action.

5.0 MANAGER'S REPORT

Mr. Theodore Voorhees, City Manager, presented this item and stated the search for Fayetteville's next Police Chief would be officially underway on September 5, 2012. He stated the Police Chief job would be posted and would close on October 5, 2012. He stated the public would factor into the selection of the City's next Police Chief. He stated the City hired Developmental Associates to assist in the selection process and they would be hearing from community members on September 6, 2012, as part of an organizational assessment that would guide the process. He stated the general public was invited to meetings on September 13, 2012, from 6:30 to 7:30 p.m. in the City Hall Council Chamber and on September 25, 2012, from 6:30 to 7:30 p.m. at Westover Recreation Center. He stated at both meetings he would address submitted questions and attendees would have the opportunity to speak.

6.0 ADJOURNMENT

There being no further business, the meeting adjourned at 7:15 p.m.

Respectfully submitted,

PAMELA J. MEGILL

ANTHONY G. CHAVONNE

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City Clerk

Mayor

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FAYETTEVILLE CITY COUNCIL
DISCUSSION OF AGENDA ITEMS MEETING MINUTES
EXECUTIVE CONFERENCE ROOM
SEPTEMBER 10, 2012
6:00 P.M.

Present: Mayor Anthony G. Chavonne

Council Members Robert A. Massey, Jr. (District 3);
Darrell J. Haire (District 4); Bobby Hurst (District 5);
William J. L. Crisp (District 6); Valencia A. Applewhite
(District 7); Wade Fowler (District 8); James W. Arp, Jr.
(District 9)

Absent: Council Members Keith Bates, Sr. (District 1); Kady-Ann
Davy (District 2)

Others Present: Theodore Voorhees, City Manager
Kristoff Bauer, Assistant City Manager
Karen McDonald, City Attorney
Members of the Press

Mayor Chavonne called the meeting to order at 6:30 p.m. and the
invocation was offered by Mayor Pro Tem Arp.

Mayor Chavonne reviewed the recognitions and the public forum
speakers.

Mayor Chavonne advised that Council Members Davy and Bates would
be calling in.

Mayor Chavonne reviewed the agenda items and advised Council
Member Bates would be pulling an item.

There being no more discussion, Mayor Chavonne disseminated the
agenda for the Legislative Delegation breakfast meeting.

There being no further business, the meeting adjourned at
6:40 p.m.

Respectfully submitted,

KAREN M. MCDONALD
City Attorney

ANTHONY G. CHAVONNE
Mayor

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**FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
CITY HALL COUNCIL CHAMBER
SEPTEMBER 10, 2012
7:00 P.M.**

Present: Mayor Anthony G. Chavonne

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

Others Present: Ted Voorhees, City Manager
Kristoff Bauer, Assistant City Manager
Karen McDonald, City Attorney
Brian Meyer, Assistant City Attorney
Dana Clemons, Assistant City Attorney
Lisa Smith, Chief Financial Officer
Brad Whited, Airport Director
Rusty Thompson, Engineering and Infrastructure Director
Scott Shuford, Development Services Director
Victor Sharpe, Community Development Director
Jerry Dietzen, Environmental Services Director
Karen Hilton, Planning and Zoning Manager
Eloise Sahlstrom, Urban Design/Senior Planner
Patricia Bradley, Police Attorney
Kecia Parker, Real Estate Manager
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 Mayor Pro Tem Arp.

3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Boy Scout Troop 740.

ANNOUNCEMENTS AND RECOGNITION

Mayor Chavonne announced Ms. Darlene Goodheart and Mr. Larry Vinson, both Fayetteville Public Works Commission employees, were named Hometown Heroes at the Electricities 2012 Annual Conference awards banquet held in August. He stated the Hometown Hero award was to recognize municipal employees who made outstanding efforts to save a life or lives, which were presented annually during the awards banquet. He stated Ms. Goodheart and Mr. Vinson's split-second decision to act saved the life of a Fayetteville citizen during a traffic accident where an elderly man was unconscious and trapped inside his vehicle which caught on fire while he was still in the vehicle. Council Member Fowler presented Ms. Goodheart and Mr. Vinson with a City coin. A standing round of applause followed the presentation.

Council Member Haire announced the Cambridge Community Yard Sale would be held on September 22, 2012, beginning at 7:00 a.m. and ending at 12:00 noon and all were invited to the event.

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4.0 APPROVAL OF AGENDA

MOTION: Mayor Pro Tem Arp moved to approve the agenda.
SECOND: Council Member Massey
VOTE: UNANIMOUS (10-0)

5.0 PUBLIC FORUM

Mr. Green, 5938 Cliffdale Road, Fayetteville, NC 28314, stated he was a Sonic franchise partner and expressed concerns that a median being installed on Cliffdale Road would cause loss of business and revenue.

Mr. Campbell, 5938 Cliffdale Road, Fayetteville, NC 28314, stated he was the Sonic area manager and expressed concerns that a median being installed on Cliffdale Road would cause a severe decline in business.

Mr. Roosevelt Odom, Fayetteville, NC, through an interpreter, announced there would be a movie about a deaf baseball player airing in the fall. He gave thanks and appreciation for the closed captioning of Council meetings.

Ms. Regina McLean, 731 Greenland Drive, Fayetteville, NC 28305, shared various complaints regarding PWC and the County Sherriff's Department.

Ms. Wendy Michener, 223 Hillside Avenue, Fayetteville, NC 28301, stated she had observed patterns of behavior regarding speaking down to citizens and in turn those citizens becoming submissive.

Mr. Al Alber, 796 Masterson Drive, Thousand Oaks, California 91360, stated he was a prior resident of Fayetteville on a return visit and was very proud to say he was from Fayetteville and equally proud of all that Fayetteville had accomplished.

6.0 CONSENT

MOTION: Council Member Bates moved to approve the consent agenda with the exception of Item 6.2.
SECOND: Council Member Fowler
VOTE: UNANIMOUS (10-0)

6.1 Award contract for the purchase of 24 Dodge Charger police cars to Ilderton Dodge Chrysler Jeep, High Point, NC, in the amount of \$698,212.00.

6.2 Pulled for discussion by Council Member Bates.

6.3 Capital Project Ordinance Amendment 2013-19 (Airport Runway and Taxiway Improvements).

The amendment appropriated an additional \$25,000.00 for the project.

6.4 Proposed participation in EPA's Ozone Advance Program.

EPA OZONE ADVANCE PROGRAM RESOLUTION. RESOLUTION NO. R2012-034.

6.5 Bid recommendation to award contract for the 69kV Transmission Line I-295 Re-Route Installation Project to Lee Electrical Construction, Aberdeen, NC, lowest responsive, responsible bidder, in the total amount of \$890,142.25.

Bids were received as follows:

Lee Electrical Construction (Aberdeen, NC) \$890,142.25
T&D Solutions (Kinston, NC) \$1,490,937.50
W.W. Wright (Chester, VA) \$1,703,369.00

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6.2 Budget Ordinance Amendment 2013-4 (Downtown Development Plan) .

Council Member Bates pulled this item for discussion.

Mr. Victor Sharpe, Community Development Director, presented this item and stated budget ordinance amendment would appropriate \$63,600.00 to the Community Development Department budget for expenditures associated with the Downtown Development Plan. He stated the source of funds for the amendment was an appropriation of \$63,600.00 from the General Fund fund balance. He stated after a careful selection process involving representatives from the Downtown Alliance and the Arts Council, the consulting firm Studio Cascade had been chosen to update the 2002 Downtown Fayetteville Renaissance Plan and provide strategic visioning services. He stated the expected outcome of the work would be a detailed ten-year plan that would create a vision for downtown Fayetteville and develop concrete deliverables for the City of Fayetteville and partner agencies. He stated the consultant would work with City staff to (1) engage stakeholders in the creation of an inspiring vision for the future of downtown Fayetteville creating a framework for the role the City of Fayetteville and partnering agencies would play in realizing that vision, (2) create shared goals for the City of Fayetteville that would enable all stakeholders to align programs and services to meet those goals, (3) provide strategic and tactical planning resulting in a specific set of short- and long-term strategies and action items over a ten-year period, and (4) assure the plan would be addressing downtown Fayetteville issues and providing real value to the stakeholders by creating measurable results for the organization.

A question and answer period ensued.

MOTION: Council Member Bates moved to disapprove Budget Ordinance Amendment 2013-4.

SECOND: Council Member Applewhite

VOTE: FAILED by a vote of 4 in favor and 6 in opposition (Council Members Chavonne, Arp, Davy, Fowler, Hurst, and Massey)

MOTION: Mayor Pro Tem Arp moved to approve Budget Ordinance Amendment 2013-4.

SECOND: Council Member Hurst

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

7.0 PUBLIC HEARINGS

7.1 Public hearing for assessment rolls on soil streets that have been paved.

Mr. Rusty Thompson, Engineering and Infrastructure Director, presented this item. He stated on July 27, 2009, Council ordered the paving of Salisbury Street (from Wilma Street 280 feet to a dead end) with an assessment rate of \$25.00 per foot of property frontage for paving. He also stated the total paving cost was \$28,858.92 with \$14,020.00 being assessed to the owners and \$14,838.92 being paid by the City. He further stated on July 25, 2011, Council ordered the paving of Grace Avenue (from Old Wilmington Road 351 feet to a dead end) with an assessment rate of \$25.00 per foot of property frontage for paving. He stated the total paving cost was \$34,501.93 with \$16,742.25 being assessed to the owners and \$17,759.68 being paid by the City. Additionally, he stated on August 8, 2011, Council ordered the paving of Wilma Street (from Roosevelt Street 1128 feet to a dead end) with an assessment rate of \$25.00 per foot of property frontage for paving. He stated the total paving cost was \$116,653.62 with \$40,302.75 being assessed to the owners and \$76,350.87 being paid by the City. Finally, he stated on August 13, 2012, Council set September 10, 2012, as the date for the required public hearing.

A brief discussion period ensued.

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This is the advertised public hearing set for this date and time. There was no one present to speak and the public hearing was opened and closed.

**RESOLUTION CONFIRMING ASSESSMENT ROLL AND LEVYING ASSESSMENTS
[SALISBURY STREET (FROM WILMA STREET 280 FEET TO A DEAD END)].
RESOLUTION NO. R2012-035.**

**RESOLUTION CONFIRMING ASSESSMENT ROLL AND LEVYING ASSESSMENTS
[GRACE AVENUE (FROM OLD WILMINGTON ROAD 351 FEET TO A DEAD END)].
RESOLUTION NO. R2012-036.**

**RESOLUTION CONFIRMING ASSESSMENT ROLL AND LEVYING ASSESSMENTS
[WILMA STREET (FROM ROOSEVELT STREET 1,128 FEET TO A DEAD END)].
RESOLUTION NO. R2012-037.**

**MOTION: Council Member Bates moved to adopt the resolutions
confirming assessment rolls for the associated streets.
SECOND: Council Member Massey
VOTE: UNANIMOUS (10-0)**

7.2 Amendment to City Code 30-5, Development Standards, and related sections to provide canopy ("tree save") area, specimen tree preservation, and related landscaping standards, and provide incentives or credits as appropriate.

Mr. Scott Shuford, Development Services Director, then proceeded to review a power point that encompassed Items 7.2, 7.3, and 7.4 regarding amendments to Chapter 30 of the City Code. He stated the three major code amendments were tree preservation, open space/parkland, and building orientation. He stated the development community had expressed concerns regarding feasibility, flexibility, and fairness of some of the regulations. He stated staff reviewed the concerns with the Joint Appearance Committee, Tree Board, City departments, and the Development Code Stakeholder Committee, as well as the Planning Commission.

Mr. Shuford also stated the current tree code focused on individual trees and the proposed code would provide for retention of meaningful tree save areas. He stated a tree save area would be 10 percent of the site and the area would be identified via aerial photography. He stated there would be incentives to save other large trees and a payment-in-lieu option.

Mr. Shuford further stated the Open Space/Parkland proposed code would provide for a consolidation of open space and parkland standards. He stated there would be no more double jeopardy, greater flexibility in application, preference for one contiguous tract, dedication of land, ownership flexible, and a payment-in-lieu option.

Additionally, Mr. Shuford stated the Building Orientation proposed code would provide a reduced setback combined with landscaping incentives. He stated there would be incentives for placing buildings closer to the street and providing buffers and parking lots without reducing building visibility. He stated more parking would equal more buffers and would allow more flexibility with better results.

Finally, Mr. Shuford stated the Planning Commission and staff recommended approval of the amendment to City Code 30-5, Development Standards, to provide for canopy ("tree save") areas for tree protection and other related changes to landscaping standards as presented by staff.

This is the advertised public hearing set for this date and time. There was no one present to speak and the public hearing was opened and closed.

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE TO AMEND PORTIONS OF ARTICLE 30-2.C, ARTICLE 30-3.H, ARTICLE 30-5, SECTIONS A, B, E, F, H, I, AND J, AND ARTICLE 30-9, SECTIONS C AND D, TO PROVIDE CANOPY ("TREE SAVE") AREA AND SPECIMEN TREE PROTECTION AND PROVIDE INCENTIVES OR CREDITS AS APPROPRIATE. ORDINANCE NO. S2012-016.

MOTION: Council Member Crisp moved to move to approve the amendment to City Code 30-5, Development Standards, to provide for canopy ("tree save") area for tree protection and other related changes to landscaping standards as presented by staff.

SECOND: Council Member Hurst

VOTE: UNANIMOUS (10-0)

7.3 Amendment to City Code 30-5, Development Standards, and 30-6, Subdivision, to combine open space and parkland requirements, provide options for in-lieu fees, and include incentives or credits as appropriate (and including related changes in 30-3, 30-7, and 30-9).

This is the advertised public hearing set for this date and time. There was no one present to speak and the public hearing was opened and closed.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE TO AMEND PORTIONS OF CITY CODE ARTICLES 30-5 AND 30-6 TO COMBINE OPEN SPACE AND PARKLAND REQUIREMENTS, PROVIDE OPTIONS FOR IN-LIEU FEES, AND INCLUDE INCENTIVES OR CREDITS AS APPROPRIATE (AND INCLUDING RELATED CHANGES IN ARTICLES 30-3, 30-7 AND 30-9). ORDINANCE NO. S2012-017.

MOTION: Council Member Crisp moved to approve the amendments to City Code 30-5, Development Standards, and 30-6, Subdivision, including related changes in 30-3, 30-7, 30-9, to modify open space and parkland requirements as presented by staff.

SECOND: Council Member Massey

VOTE: UNANIMOUS (10-0)

7.4 Amendment to City Code 30-5, Development Standards, and related sections to modify building orientation and parking lot location.

This is the advertised public hearing set for this date and time. There was no one present to speak and the public hearing was opened and closed.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE TO AMEND PORTIONS OF ARTICLE 30-3, SECTIONS D AND E, ARTICLE 30-4, SECTION C, AND ARTICLE 30-5, SECTIONS A AND H, TO MODIFY BUILDING ORIENTATION AND PARKING LOT LOCATION. ORDINANCE NO. S2012-018.

MOTION: Council Member Crisp moved to approve the proposed amendment to City code 30-5, Development Standards, and related sections, to modify building orientation and parking lot requirements as presented by staff.

SECOND: Council Member Bates

VOTE: UNANIMOUS (10-0)

7.5 Amendment to City Code 30-5, Development Standards, to consider a permanent easement as access to certain land-locked parcels.

This is the advertised public hearing set for this date and time. There was no one present to speak and the public hearing was opened and closed.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE TO AMEND PORTIONS OF ARTICLE 6, SUBDIVISION, OF THE CITY CODE, CHAPTER 30, TO PROVIDE FOR ACCESS UNDER SPECIFIC CONDITIONS TO

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PARCELS THAT DO NOT ABUT A PUBLIC OR PRIVATE STREET. ORDINANCE NO. S2012-019.

MOTION: Council Member Bates moved to approve the amendment to City Code 30-5, Development Standards, to consider a permanent easement as access to certain land locked parcels.
SECOND: Council Member Crisp
VOTE: UNANIMOUS (10-0)

7.6 Amendments to City Code 30-4 and 30-9 to modify use or category definitions, descriptions, and use listings, including Personal Services in the OI district.

This is the advertised public hearing set for this date and time. There was no one present to speak and the public hearing was opened and closed.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE TO AMEND PORTIONS OF ARTICLES 30-4 AND 30-9 TO MODIFY USE OR CATEGORY DEFINITIONS, DESCRIPTIONS, AND USE LISTINGS, INCLUDING PERSONAL SERVICES IN THE OI OFFICE AND INSTITUTIONAL DISTRICT. ORDINANCE NO. S2012-020.

MOTION: Council Member Bates moved to approve the amendments to City Code 30-4 to modify use or category definitions, descriptions and use listings, including Personal Services in the OI districts.
SECOND: Council Member Davy
VOTE: UNANIMOUS (10-0)

8.0 ADJOURNMENT

There being no further business, the meeting adjourned at 8:15 p.m.

Respectfully submitted,

PAMELA J. MEGILL
City Clerk

ANTHONY G. CHAVONNE
Mayor

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**FAYETTEVILLE CITY COUNCIL
SPECIAL JOINT MEETING WITH
CUMBERLAND COUNTY LEGISLATIVE DELEGATION
LAFAYETTE ROOM
SEPTEMBER 11, 2012
7:30 A.M.**

Present: Mayor Anthony G. Chavonne

Council Members Kady-Ann Davy (District 2); Darrell J. Haire (District 4); Bobby Hurst (District 5); William J. L. Crisp (District 6); Valencia A. Applewhite (District 7); Wade Fowler (District 8); James W. Arp (District 9)

Absent: Council Members Keith Bates, Sr. (District 1); Robert A. Massey, Jr. (District 3)

Delegation Present: Representatives Rick Glazier (45th District); Elmer Floyd (43rd District); Marvin W. Lucas (42nd District)

Others Present: Ted Voorhees, City Manager
Kristoff Bauer, Assistant City Manager
Karen McDonald, City Attorney
Katherine Bryant, Interim Police Chief
Rebecca Rogers-Carter, Management Services Manager
Pamela Megill, City Clerk

CALL TO ORDER

Mayor Chavonne called the meeting to order at 7:45 a.m. and welcomed the Legislative Delegation.

Representative Rick Glazier expressed appreciation on behalf of the delegation for the invitation to participate in this meeting.

Ms. Katherine Bryant, Interim Police Chief, provided a report with the aid of a power point presentation regarding advocacy for the City of Fayetteville Citizen Review Board. She stated as a result of the study conducted by NOBLE, a recommendation was made for the implementation of a Citizen Review Board. She stated the establishment of the board would require special legislation for the City of Fayetteville to permit members of the board to have access to the citizen complaint file. She also stated other cities had established Citizen Review Boards once the special legislation was adopted. She stated the workgroup was formed to develop a procedural manual/City ordinance for a Citizen Review Board (CRB) to support the request for the legislative change in early 2013. She stated the working group was comprised of the City Attorney, City Communications, Police Attorney, Office of Professional Standards, and the Interim Chief/Assistant Chiefs. She stated the CRB Procedure Manual would contain the board mission, membership composition, membership eligibility, terms of office, and confidentiality and training requirements. She stated there were four cities in North Carolina that had citizens review boards for police complaints.

Representative Glazier stated the City was making the right decisions and the bill would very likely pass.

Representative Lucas stated he was not aware of any lawmakers who were hesitant to pass such a bill.

Representative Floyd warned the issue of confidentiality would be the most important concern.

Mayor Chavonne stated the intent was to build trust and confidence through transparency.

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Ms. Rebecca Rogers-Carter, Management Services Manager, provided an overview of the City of Fayetteville State Legislative Agenda. She stated Fayetteville's legislative delegation's support and advocacy was instrumental in assisting the City with establishing the authority to create local programs and secure community assets. She stated the following list was a preview of the City's draft State Legislative Agenda. She stated the list was based on the City's submission to the North Carolina League of Municipalities (NCLM) and was intended to guide the City's advocacy efforts.

- (1) Oppose legislation impacting municipal services while balancing the State budget using state collected local government revenues and creating unfunded mandates.
- (2) Support legislation that enhances the community and protects municipal programs, resources, and revenues.
- (3) Support legislation for the preservation of local municipalities' ability to grow, in a reasonable manner while providing quality municipal services.
- (4) Advocate for special legislation to allow the City of Fayetteville to disclose limited personnel information to the members of the Citizen Complaint Review Board to facilitate its review of police disciplinary cases.
- (5) Endorse the 2013-14 North Carolina League of Municipalities Advocacy Goals.

Representative Glazier commented that many of the items included in the draft require funding and cautioned that additional revenue was not in the forecast.

Mr. Kristoff Bauer, Assistant City Manager, provided an overview of the City of Fayetteville Parks and Recreation Bond Referendum with the aid of a video film. He stated in 2006, Fayetteville-Cumberland Parks and Recreation established a Master Plan. He stated the planning process included public input. He also stated the Master Plan represented the creation of a vibrant City with places to play, walk, exercise, gather and enjoy. He stated in order to realize the vision for the community, elected officials asked for a strategy to fund the Master Plan. He stated the Capital Projects Bond Package was created based on the 2006 Master Plan and the current needs of the City. He stated the package totals \$54.6 million in construction costs for a multipurpose aquatic center with senior center, a tennis center and sports complex, neighborhood aquatic center, Cape Fear River Park, Skateboard parks, neighborhood parks and greenways and Improvements to existing parks and facilities.

Mayor Chavonne stated the City was in the process of finalizing the locations for the proposed new facilities.

A discussion period ensued regarding the possibility of servicing the proposed debt through a sales tax increase as opposed to a property tax increase.

Representative Glazier stated the General Assembly had not been sensitive to local government sales tax increases, and advised the City Council would need to be in total unanimity.

Mayor Pro Tem Arp stated the City of Fayetteville was unique from the aspect that the majority of residents do not pay property taxes and therefore imposing a sales tax increase rather than a property tax increase would be a fairer way to service the proposed debt.

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ADJOURN

There being no further business, the meeting adjourned at 8:55 a.m.

Respectfully submitted,

PAMELA J. MEGILL
City Clerk

ANTHONY G. CHAVONNE
Mayor

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**FAYETTEVILLE CITY COUNCIL
AGENDA BRIEFING MINUTES
LAFAYETTE ROOM
SEPTEMBER 19, 2012
4:00 P.M.**

Present: Mayor Anthony G. Chavonne

Council Members Keith Bates, Sr. (District 1); D. J. Haire (District 4) (departed at 4:45 p.m.); Bobby Hurst (District 5); William J. L. Crisp (District 6); Valencia A. Applewhite (District 7); James W. Arp, Jr. (District 9)

Absent: Council Members Kady-Ann Davy (District 2); Robert A. Massey, Jr. (District 3); Wade Fowler (District 8)

Others Present: Theodore Voorhees, City Manager
Kristoff Bauer, Assistant City Manager
Karen McDonald, City Attorney
Scott Shuford, Development Services Director
Karen Hilton, Planning and Zoning Division Manager
Craig Harmon, Planner II
David Nash, Planner II
Members of the Press

Mayor Chavonne called the meeting to order at 4:00 p.m.

City staff presented the following items scheduled for the Fayetteville City Council's September 24, 2012, agenda:

CONSENT ITEMS

Case No. P12-44F. Initial zoning from C(P) Commercial and R6 Residential in Cumberland County to LC Limited Commercial in Fayetteville or a more restrictive district for property located at 122 West Mountain Drive. Containing 1 acre more or less and being the property of Charles Horne.

Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and gave overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He explained the owners of the property petitioned for an approximate one acre portion of the property to be annexed into the City of Fayetteville and wanted to make that one acre commercial so that a building could be built there for a national bug exterminator office. He further explained the City's Land Use Plan called for medium-density residential on the property, however Cumberland County recently rezoned the majority of the property to C(P) for commercial use. He stated under the City's new initial zoning policy the City could determine what land use was appropriate for a site coming into the City and it would not have to be in line with the district currently zoned by the County. He advised the Zoning Commission and staff recommended an initial zoning of LC based on (1) it being mainly zoned for commercial use currently, (2) the property being between commercial properties to both the east and west, (3) the residentially zoned property across West Mountain Drive being a church, and (4) the property being surrounded by nonresidential uses.

Case No. P12-45F. Rezoning initiated by the City of Fayetteville from HI Heavy Industrial to CC Community Commercial or a more restrictive district on property located at 1122 Person Street. Containing 5.95 acres more or less and being the property of Mary Bright Rose.

Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and gave overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He explained the City of Fayetteville was initiating a rezoning on the property to restore the allowed uses prior to the remapping project for the new development code. He further explained

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the property was formerly zoned M2 which allowed both commercial and industrial uses. He stated in the Remapping Project, properties were remapped to the closest new zoning district. He further stated that this property, while it was zoned for industrial, in the past all of the uses on the property were commercial in nature and the City was thus requesting that the property be rezoned to commercial to match the uses on the property and the uses of the adjacent properties. He advised the Zoning Commission and staff recommended a rezoning to CC based on (1) all uses on the property being commercial, (2) the commercial zoning more closely fitting what was previously allowed on the property and what currently existed, (3) three sides of the property being zoned for commercial uses, and (4) the action being consistent with the zoning treatment that was given to similar properties during the remapping.

PUBLIC HEARING ITEMS

Case No. P12-42F. Request for a Special Use Permit for a Mini-Storage Warehouse on property zoned Community Commercial located at 1303 Clinton Road. Containing 5.55 acres more or less and being the property of Pyramid Rehearsal Studio, Inc. (Item tabled from the August 27, 2012, Council meeting.)

Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and gave overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He stated this item had been tabled from the August 27, 2012, City Council meeting and since that time the owner provided staff with additional information indicating that the structure in question was in compliance with the City's Flood Damage Prevention Ordinance. He explained that based on the presented Elevation Certificate and Map, the owner was no longer restricted to renovating to only 50 percent of the building's value. He advised in light of the new information, staff was recommending approval of the proposed Special Use Permit (SUP) using the existing building and meeting all use specific standards for a mini-storage warehouse based on (1) the existing building meeting the current flood damage prevention rules, (2) the Land Use Plan calling for industrial use on a portion of the property, (3) the property being currently zoned for heavy commercial use, and (4) the SUP allowing for additional conditions to be placed on the property. He further advised staff recommended approval of the SUP for mini-storage warehouse, as presented by staff, based on the request being able to meet the following findings:

- (1) The special use complies with all applicable standards in Section 30-4.C, Use-Specific Standards;
- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands;
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands;
- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and

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- (8) The special use complies with all other relevant City, State, and Federal laws and regulations.

Case No. P12-43F. Initial zoning from R6A Residential (County) to LC Limited Commercial or a more restrictive district, on property located at 1551 McArthur Road. Containing 0.92 acres more or less and being the property of Bryan Lee Mayville (OI Recommended).

Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and gave overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He explained the property was currently vacant and several years ago had been used as a mobile home park which was shut down sometime prior to 2008. He stated when this item went before the Zoning Commission they had recommended that the property be rezoned to OI Office and Institutional although without a text amendment, personal services establishments, which included martial arts studios, were limited to a maximum of 2,500 square feet. He stated the Zoning Commission also recommended that staff initiate a text amendment to allow uses such as a karate studio to be located in a building larger than 2,500 square feet. He stated since that meeting, Council approved a text amendment and under the amended ordinance there was no size cap for such uses. He advised the Zoning Commission and staff recommended approval of a more restrictive OI district based on (1) the property having commercial districts on two sides, (2) the property's previous use being a mobile home park, and (3) although the Land Use Plan was calling for medium-density residential, OI was used as a transitional zone in the City's Development Code.

Public hearing to consider a petition requesting annexation for a contiguous area known as the Horne Property (Located at 122 West Mountain Drive).

Mr. David Nash, Planner II, presented this item. He provided background information on the petition and briefly reviewed the location of the property and surrounding area. He stated the property was currently vacant, but the owner was proposing to build a new facility for Orkin Pest Control and wanted to connect the new building to existing PWC water and sewer lines. He further stated the property was in the Fayetteville MIA and therefore the owner was required to submit an annexation petition. He advised staff recommended adoption of the ordinance with an effective date of September 24, 2012, and establishing the initial zoning consistent with the prior action on the zoning case.

Public hearing to consider a petition requesting annexation for a noncontiguous area known as the Mayville Property (Located at 1551 McArthur Road).

Mr. David Nash, Planner II, presented this item. He provided background information on the petition and briefly reviewed the location of the property and surrounding area. He stated there was a small storage building on the property and the owner was proposing to build a martial arts training building on the property and wanted to connect the new building to existing PWC water and sewer lines. He further stated the property was in the Fayetteville MIA and therefore the owner was required to submit an annexation petition. He advised staff recommended adoption of the ordinance with an effective date of September 24, 2012, and establishing the initial zoning consistent with the prior action on the zoning case.

Ms. Karen Hilton, Planning and Zoning Division Manager, reviewed the proposed code amendment regarding electric security fencing in nonresidential districts for October 8, 2012.

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There being no further business, the meeting adjourned at
5:05 p.m.

Respectfully submitted,

KAREN M. MCDONALD
City Attorney

ANTHONY G. CHAVONNE
Mayor

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**FAYETTEVILLE CITY COUNCIL
SPECIAL JOINT MEETING WITH
FAYETTEVILLE STATE UNIVERSITY BOARD OF TRUSTEES
J.C. JONES BOARD ROOM, CHARLES CHESTNUTT LIBRARY
FAYETTEVILLE STATE UNIVERSITY
SEPTEMBER 20, 2012
8:00 A.M.**

Present: Mayor Anthony G. Chavonne

Council Members Kady-Ann Davy (District 2); Bobby Hurst (District 5); Valencia A. Applewhite (District 7); Wade Fowler (District 8)

Absent: Council Members Robert A. Massey, Jr. (District 3); Darrell J. Haire (District 4); William J. L. Crisp (District 6); James W. Arp (District 9)

Board of Trustees:

Mr. Terence Murchison, Chair
Dr. Lucy Vidal-Barreto, Vice Chair
Dr. John Griffith, Secretary
Ms. Juanita Pilgrim, Member
Dr. Edward Dickerson, Member
Dr. J. Wayne Riggins, Member
Mr. Donald Porter, Member
Ms. Veda Neal, member
Dr. James A. Anderson, Chancellor
Dr. Thomas E.H. Conway, Vice Chancellor and Chief of Staff
Mr. Robert Botley, Vice Chancellor for Business and Finance
Ms. Wanda L. Jenkins, General Counsel
Mr. Nick Ganesan, Vice Chancellor for Information Technology
Dr. Perry Massey, Senior Associate Vice Chancellor for Academic Affairs
Mr. Jeff Womble, Director of Public Relations
Ms. Emily Dickens, Director of Government and Community Affairs
Mr. Terrance Robinson, Acting Secretary of the University

Others Present: Ted Voorhees, City Manager
Kristoff Bauer, Assistant City Manager
Karen McDonald, City Attorney
Victor Sharpe, Community Development Director
Pamela Megill, City Clerk

CALL TO ORDER

Mr. Terence Murchison, Board Chair, called the meeting to order at 8:00 a.m. and expressed excitement about fostering a partnership with the City of Fayetteville.

Mayor Chavonne thanked the Board of Trustees for their warm welcome and expressed appreciation for the opportunity to work with the University.

Dr. James A. Anderson, Chancellor, stated he was very pleased to be working with the City on the Murchison Road project.

Ms. Emily Dickens, Director, gave appreciation to Mr. Kristoff Bauer, Assistant City Manager; Mr. Victor Sharpe, Community Development Director; and Ms. Karen McDonald, City Attorney, for all of their assistance.

CITY OF FAYETTEVILLE PRESENTATION

Mr. Victor Sharpe, Community Development Director, gave a presentation on the Murchison Road Corridor Redevelopment Plan Update with the aid of a power point presentation. He provided a history of

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the plan which identified Catalyst Sites 1 and 3 for redevelopment opportunities. He explained the strategies for the sites were (1) to develop the proposed projects through public-private partnerships with the exception of the community park, (2) to contract with developers to ensure long-term control, and (3) that contracts as well as reversion rights in the sales transactions would hold the developer accountable for meeting the redevelopment goals for jobs to be provided for low- and moderate-income persons. He further explained the goals for the sites were to remove blight and increase the quality of life and economic benefits to the area's low- and moderate-income residents by (1) enhancing and redeveloping retail establishments that would provide jobs and needed retail and services for area residents; (2) capitalizing on increased demand for goods and services, housing, and office space, resulting from Fort Bragg expansion, increased traffic flows, and changing traffic patterns; (3) increasing opportunities for affordable housing; (4) increasing residential and retail developments that would provide off-campus living options for Fayetteville State University and capture more student expenditures; (5) removing businesses and homes from the Cross Creek floodway which was becoming a threat to the health and safety of the structures and occupants; and (6) creating a community park that would link with the existing City park and greenway system. He also explained the opportunities for the sites were (1) to capitalize on the synergy built around the Rowan Street Bridge project, (2) that realignment of Murchison Road would provide key opportunity, and (3) to create development opportunity at Murchison Road's gateway to Fayetteville State University. He identified the next steps and stated the focus would be on the acquisition efforts on Catalyst Site 1, to work with Fayetteville-Cumberland County Chamber of Commerce to acquire land in Catalyst Site 1, and to demolish any dilapidated structures acquired. He reviewed the funding for the land assembly and stated the City's Capital Improvement Plan for fiscal years 2013-2017 included \$1,250,000.00 over the next five years. He then showed maps indicating the Phase II acquisition for Catalyst Site 1, the Rowan Street Bridge project, and the overall redevelopment plan for the Murchison Road Corridor.

A brief question and answer period ensued.

Mr. Murchison stated it was great to have all parties involved with the project in the same room and that he was in support and excited about the new "Gateway to the University". He also cautioned for all to be sensitive to the residents that live in close proximity to the University.

Dr. Anderson stated community input was very important for this type of project, and noted that progress was necessary. He further stated this would be a long-term project and a quantum leap. He concluded by encouraging all board members to get involved with the project.

ADJOURN

There being no further business, the meeting adjourned at 8:55 a.m.

Respectfully submitted,

PAMELA J. MEGILL
City Clerk

ANTHONY G. CHAVONNE
Mayor

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**FAYETTEVILLE CITY COUNCIL
DISCUSSION OF AGENDA ITEMS MEETING MINUTES
EXECUTIVE CONFERENCE ROOM
SEPTEMBER 24, 2012
6:00 P.M.**

Present: Mayor Anthony G. Chavonne

Council Members Kady-Ann Davy (District 2); Robert A. Massey, Jr. (District 3) (arrived at 6:35 p.m.); Bobby Hurst (District 5); William J. L. Crisp (District 6); Valencia A. Applewhite (District 7); Wade Fowler (District 8) (via telephone); James W. Arp, Jr. (District 9)

Absent: Council Members Keith Bates, Sr. (District 1); Darrell J. Haire (District 4)

Others Present: Theodore Voorhees, City Manager
Kristoff Bauer, Assistant City Manager
Karen McDonald, City Attorney
Members of the Press

Mayor Chavonne called the meeting to order at 6:30 p.m. and advised the invocation would be offered by Police Officer Darwyn Hudson, Police Chaplain.

Mayor Chavonne then reviewed the other agenda items.

There being no further business, the agenda review portion of the meeting adjourned at 6:35 p.m.

Mr. Theodore Voorhees, City Manager, then distributed the responses to Council Member Haire's request for information related to the vendors paid by City and PWC. He explained this was one year and given the volume, he proposed they only do the one year. He further explained that the report contained the addresses of where checks were sent which may or may not be indicative of whether the business was local. He then explained the agenda item for October work session related definition of "local"

A brief discussion ensued regarding the disparity study.

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

Respectfully submitted,

KAREN M. MCDONALD
City Attorney

ANTHONY G. CHAVONNE
Mayor

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FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
CITY HALL COUNCIL CHAMBER
SEPTEMBER 24, 2012
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); Wade Fowler (District 8) (via telephone); James W. Arp, Jr. (District 9)

Absent: Darrell J. Haire (District 4)

Others Present: Ted Voorhees, City Manager
Kristoff Bauer, Assistant City Manager
Karen McDonald, City Attorney
Brain Meyer, Assistant City Attorney
Dana Clemons, Assistant City Attorney
Patricia Bradley, Police Attorney
John Kuhls, Human Resource Development Director
Scott Shuford, Development Services Director
Eloise Sahlstrom, Urban Designer/Senior Planner
David Nash, Planner II
Craig Harmon, Planner II
Lindsay Maurer, Planning Communities, LLC
Vincent Higgins, Fayetteville Sister Cities International
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 Police Officer Darwyn Hudson, Police Chaplain.

3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by the Mayor and City Council.

4.0 APPROVAL OF AGENDA

MOTION: Council Member Hurst moved to approve the agenda.

SECOND: Council Member Bates

VOTE: UNANIMOUS (9-0)

5.0 CONSENT

MOTION: Council Member Hurst moved to approve the consent agenda to include the amended Item 5.7, adopting an ordinance amendment pertaining to the holiday schedule.

SECOND: Council Member Crisp

VOTE: UNANIMOUS (9-0)

5.1 Application for State Loan Assistance

RESOLUTION OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, TO DIRECT THE FILING OF AN APPLICATION FOR STATE LOAN ASSISTANCE. RESOLUTION NO. R2012-038.

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- 5.2 Bid recommendation to award contract for sewer main rehabilitation work to Insituform Technologies, Chesterfield, MO, lowest responsive, responsible bidder, in the total amount of \$1,766,810.00.

Bids were received as follows:

Insituform Technologies (Chesterfield, MO)	\$1,766,810.00
SAK Construction, LLC (O'Fallon, MO)	\$2,417,500.00
Am-Liner East (Berryville, VA)	\$2,462,495.00
Layne Inliner, LLC (Charlotte, NC)	\$2,723,400.00

- 5.3 Bid recommendation to award contract for underground primary power cable to Stuart C. Irby, Rocky Mount, NC, lowest responsible bidder, in the total amount of \$449,200.00.

Bids were received as follows:

	Total Purchase Price	Eval. Cost Per 1,000 Feet
Stuart C. Irby (Rocky Mount, NC)	\$449,200.00	\$3,699.00
CME Wire & Cable (Suwanee, GA)	\$467,682.00	\$4,095.00
Shealy Electrical Wholesalers (Greenville, SC)	\$510,540.00	\$3,728.00
WESCO (Raleigh, NC)	\$590,600.00	\$3,786.00

- 5.4 Budget Ordinance Amendment 2013-5 (General Fund - Ann Street Bridge Repair).

The amendment appropriated \$32,500.00 to the Engineering and Infrastructure Department budget to fund emergency repairs of the Ann Street bridge. The source of funds for the amendment was an appropriation of \$32,500.00 from General Fund fund balance.

- 5.5 Case No. P12-44F. Initial zoning from C(P) Commercial and R6 Residential in Cumberland County to LC Limited Commercial in Fayetteville or a more restrictive district for property located at 122 West Mountain Drive. Containing 1 acre more or less and being the property of Charles Horne.

- 5.6 Case No. P12-45F. Rezoning initiated by the City of Fayetteville from HI Heavy Industrial to CC Community Commercial or a more restrictive district on property located at 1122 Person Street. Containing 5.95 acres more or less and being the property of Mary Bright Rose.

- 5.7 2013 Holiday Schedule

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 19-185, HOLIDAYS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2012-021.

- 6.0 PUBLIC HEARINGS

- 6.1 Adoption of the Bragg Boulevard Corridor Plan.

Ms. Eloise Sahlstrom, Urban Designer/Senior Planner, presented this item and stated a team of consultants led by Planning Communities, LLC (a woman-owned transportation and environmental planning firm), were hired to produce a corridor plan for Bragg Boulevard to enhance transportation and land use opportunities along the corridor. She stated the project was funded by both the City and the Fort Bragg Regional Alliance (FBRA). She stated Planning Communities, LLC, had involved the community in a multi-day visioning and design charrette, providing input that resulted in a draft corridor plan. She introduced Ms. Lindsay Maurer of Planning Communities, LLC.

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Ms. Maurer provided a power point presentation of the Bragg Boulevard Corridor Plan and stated the project objectives were to provide a multi-modal transportation plan, mobility options, and urban development and redevelopment. She stated the area of study consisted of 9.2 miles with the area of analysis covering land use, transportation network, access management, development patterns, demographics, economics, physical and natural resources, and cultural and community resources. She provided an overview of the stakeholder/public input process and the variety of input methods. She stated the corridor goals were to improve the safety and visual character of Bragg Boulevard; use green space to enhance the look, feel, and function of Bragg Boulevard; implement well-designed and well-placed signage to transform Bragg Boulevard into an aesthetically pleasing corridor and to improve mobility while offering more efficient access to corridor destinations; promote multi-modal transportation choices including travel by bus, bike, and foot; improve the form and appearance of existing developed properties; create vibrant, mixed-use places where people want to live, work, and play; and develop collaborative partnerships to implement a shared vision for redevelopment.

This is the advertised public hearing set for this date and time. There was no one present to speak and the public hearing was opened and closed.

Council Member Fowler inquired if the plan provided for sufficient parking spaces and where those parking lots would be located. Ms. Maurer responded the majority of parking spaces/parking lots would be located behind buildings.

Mayor Pro Tem Arp inquired if the plan allowed for a bicycle lane from the downtown area to Fort Bragg. Ms. Maurer responded this was a vision for the future as incremental safety measures were put into place and would need further analysis.

MOTION: Mayor Pro Tem Arp moved to approve the adoption of the Bragg Boulevard Corridor Plan with an amendment to include the feasibility of bicycle lanes being a strategic goal.
SECOND: Council Member Bates
VOTE: UNANIMOUS (9-0)

6.2 Case No. P12-42F. Request for a Special Use Permit for a mini-storage warehouse on property zoned Community Commercial located at 1303 Clinton Road. Containing 5.55 acres more or less and being the property of Pyramid Rehearsal Studio, Inc.

Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and gave overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He stated this item had been tabled from the August 27, 2012, City Council meeting and since that time the owner provided staff with additional information indicating that the structure in question was in compliance with the City's Flood Damage Prevention Ordinance. He explained that based on the presented Elevation Certificate and Map, the owner was no longer restricted to renovating to only 50 percent of the building's value. He advised in light of the new information, staff was recommending approval of the proposed Special Use Permit (SUP) using the existing building and meeting all use specific standards for a mini-storage warehouse based on (1) the existing building meeting the current flood damage prevention rules, (2) the Land Use Plan calling for industrial use on a portion of the property, (3) the property being currently zoned for heavy commercial use, and (4) the SUP allowing for additional conditions to be placed on the property. He further advised staff recommended approval of the SUP for mini-storage warehouse, as presented by staff, based on the request being able to meet the following findings:

- (1) The special use complies with all applicable standards in Section 30-4.C, Use-Specific Standards;

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- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands;
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands;
- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and
- (8) The special use complies with all other relevant City, State, and Federal laws and regulations.

The public hearing was held on August 27, 2012, and was tabled to allow further research by staff before voting on the item.

MOTION: Council Member Davy moved to approve the request for a Special Use Permit with the conditions as outlined.

SECOND: Council Member Hurst

VOTE: UNANIMOUS (9-0)

6.3 Public hearing to consider a petition requesting annexation for a contiguous area known as the Horne Property (Located at 122 West Mountain Drive).

Mr. David Nash, Planner II, presented this item. He provided background information on the petition and briefly reviewed the location of the property and surrounding area. He stated the property was currently vacant, but the owner was proposing to build a new facility for Orkin Pest Control and wanted to connect the new building to existing PWC water and sewer lines. He further stated the property was in the Fayetteville MIA and therefore the owner was required to submit an annexation petition. He advised staff recommended adoption of the ordinance with an effective date of September 24, 2012, and establishing the initial zoning consistent with the prior action on the zoning case.

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

Mr. Billy Horne, developer, P.O. Box 325, Steadman, NC, appeared in favor and requested the Council approve the request for annexation.

Mr. Charles Horne, property owner, 317 Parkview Avenue, Fayetteville, NC 28305, appeared in favor and requested the City Council approve the request for annexation. He stated he had never had any environmental concerns with Orkin.

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

MOTION: Council Member Davy moved to adopt the annexation ordinance with an effective date of September 24, 2012, with Limited Commercial (LC) zoning.

SECOND: Mayor Pro Tem Arp

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VOTE: UNANIMOUS (9-0)

6.4 Case No. P12-43F. Initial zoning from R6A Residential (County) to LC Limited Commercial or a more restrictive district on property located at 1551 McArthur Road. Containing 0.92 acres more or less and being the property of Bryan Lee Mayville.

Mr. Craig Harmon, Planner II, presented this item. Mr. Harmon showed vicinity maps and gave overviews of the current land uses, current zonings, surrounding land uses and zonings, and 2010 Land Use Plan. He explained the property was currently vacant and several years ago had been used as a mobile home park which was shut down sometime prior to 2008. He stated when this item went before the Zoning Commission they had recommended that the property be rezoned to OI Office and Institutional and explained personal services establishments, which included martial arts studios, were limited to a maximum of 2,500 square feet. He stated the Zoning Commission also recommended that staff initiate a text amendment to allow uses such as a karate studio to be located in a building larger than 2,500 square feet. He stated since that meeting, Council approved a text amendment and under the amended ordinance there was no size cap for such uses. He advised the Zoning Commission and staff recommended approval of a more restrictive OI district based on (1) the property having commercial districts on two sides, (2) the property's previous use being a mobile home park, and (3) although the Land Use Plan was calling for medium-density residential, OI was used as a transitional zone in the City's Development Code.

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

Mr. Bryan Mayville, property owner, 6603 Fleming Street, Fayetteville, NC 28311, appeared in favor and requested the Council approve the zoning request as he would like to open a martial arts studio.

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

Council Member Bates inquired of Mr. Mayville if he was in agreement with the OI zoning. Mr. Mayville responded in the affirmative.

MOTION: Council Member Bates moved to approve the Office and Institutional (OI) zoning.

SECOND: Council Member Crisp

VOTE: UNANIMOUS (9-0)

6.5 Public hearing to consider a petition requesting annexation for a noncontiguous area known as the Mayville Property (Located at 1551 McArthur Road).

Mr. David Nash, Planner II, presented this item. He provided background information on the petition and briefly reviewed the location of the property and surrounding area. He stated there was a small storage building on the property and the owner was proposing to build a martial arts training building on the property and wanted to connect the new building to existing PWC water and sewer lines. He further stated the property was in the Fayetteville MIA and therefore the owner was required to submit an annexation petition. He advised staff recommended adoption of the ordinance with an effective date of September 24, 2012, and establishing the initial zoning consistent with the prior action on the zoning case.

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

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Mr. Bryan Mayville, property owner, 6603 Fleming Street, Fayetteville, NC 28311, appeared in favor and requested Council approve the annexation.

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

MOTION: Council Member Bates moved to adopt the annexation ordinance with an effective date of September 24, 2012, with OI zoning.
SECOND: Council Member Crisp
VOTE: UNANIMOUS (10-0)

7.0 OTHER ITEMS OF BUSINESS

7.1 Candidacy of Dimona City, Israel, as a potential Sister City.

Mr. Vincent Higgins, representing Fayetteville Sister Cities International, presented this item with the aid of a power point presentation and handout. He stated the sister cities program was originally spearheaded by President Dwight D. Eisenhower to promote peace through mutual respect, understanding, and cooperation which was established September 11, 1956, with an objective to create relationships based on cultural, educational, information and trade exchanges, creating lifelong friendships and providing prosperity and peace through person-to-person "citizen diplomacy". He stated the program provided a community service, for example, exchange programs benefitting both youth and adults through cultural, arts, and social projects. He stated the City of Dimona, Israel, was a southern city in Israel that had begun the process of transforming itself. He stated under the forward, creative thinking of its current mayor, Dimona was attracting businesses, university students, dynamic young families, and housing projects. He stated it was projected that by 2020, the city would double its size to 80,000 residents. He stated surrounded by the natural beauty of the desert and bolstered by the increasing level of excellence in its school system, the town was reaching beyond its humble beginnings to establish itself as a leading city in the south. He stated many of Dimona's residents work at the Dead Sea factories, the Rotem chemical plant, or in the tourist industry. He stated Dimona had won an award for being one of the ten most beautiful cities in the country.

Council Member Applewhite stated one of her constituents had contacted her to ask about the nuclear facility located in the Dimona City region, and asked if the nuclear site was part of the sister city consideration. Mr. Higgins responded the sister city organization would not endorse or condone any religious or political groups and the primary goal was to establish relationships between our country and other foreign countries and teach tolerance and understanding to our youth. He stated the nuclear site was about a 40-minute drive from Dimona and they would not take anyone there as a tour site. He stated these type of facilities were not open to civilians.

Council Member Applewhite inquired if it would be possible in the future to hold a public hearing after a sister city presentation during a Council meeting to afford for citizen input. Mayor Chavonne stated the sister city adoption process could be modified to include a public hearing. Mr. Higgins concurred with the suggestion and stated it was a great idea.

In addition, Ms. Karen McDonald, City Attorney, stated if the Council was so inclined they could still set a public hearing for this item.

Mayor Chavonne stated staff would work with the sister cities group to identify where in the adoption process would be the best place to interject the public hearing for future city's consideration and would bring the item back to Council.

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MOTION: Council Member Applewhite moved to set a public hearing for October 8, 2012, to allow for public comment on the candidacy of Dimona, Israel, as a Sister City.

SECOND: Council Member Massey

VOTE: PASSED by a vote of 5 in favor to 4 in opposition (Council Members Fowler, Bates, Hurst, and Arp)

8.0 ADMINISTRATIVE REPORTS

8.1 Monthly statement of taxes for August 2012.

2012 Taxes	\$3,224,001.70
2012 Vehicle	298,378.96
2012 Taxes Revit	6,873.06
2012 Vehicle Revit	464.68
2012 FVT	34,014.79
2012 Transit	34,014.80
2012 Storm Water	163,153.02
2012 Fay Storm Water	326,368.84
2012 Fay Recycle Fee	139,755.38
2012 Annex	0.00
2011 Taxes	58,038.02
2011 Vehicle	104,329.16
2011 Taxes Revit	1.99
2011 Vehicle Revit	88.93
2011 FVT	14,239.01
2011 Transit	14,238.99
2011 Storm Water	1,893.98
2011 Fay Storm Water	3,787.95
2011 Fay Recycle Fee	4,599.99
2011 Annex	0.00
2010 Taxes	6,657.10
2010 Vehicle	2,673.29
2010 Taxes Revit	0.00
2010 Vehicle Revit	0.00
2010 FVT	666.84
2010 Transit	666.83
2010 Storm Water	147.03
2010 Fay Storm Water	294.07
2010 Fay Recycle Fee	503.62
2010 Annex	0.00
2009 Taxes	1,762.91
2009 Vehicle	615.13
2009 Taxes Revit	0.00
2009 Vehicle Revit	0.00
2009 FVT	241.56
2009 Transit	241.57
2009 Storm Water	72.00
2009 Fay Storm Water	144.00
2009 Fay Recycle	266.00
2009 Annex	0.00
2008 and Prior Taxes	4,746.05
2008 and Prior Vehicle	1,853.97
2008 and Prior Taxes Revit	0.00
2008 and Prior Vehicle Revit	0.00
2008 and Prior FVT	386.27
2008 and Prior Transit	107.98
2008 and Prior Storm Water	84.00
2008 and Prior Fay Storm Water	72.00
2008 and Prior Fay Recycle	126.00
2008 and Prior Annex	121.82
Interest	17,140.06
Revit Interest	5.34
Storm Water Interest	215.02

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Fay Storm Water Interest 378.41
Annex Interest 39.39
Fay Recycle Interest 522.81
Fay Transit Interest 1,098.99

Total Tax and Interest \$4,470,093.31

8.2 Tax refunds of less than \$100.00.

<u>Name</u>	<u>Year</u>	<u>Basis</u>	<u>City Refund</u>
Brar, Navpreet Singh	2010	Corrected Assessment	\$ 2.95
Meachem, Minnie	2010-11	Corrected Assessment	84.10
			<u>\$87.05</u>

9.0 ADJOURNMENT

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

Respectfully submitted,

PAMELA J. MEGILL
City Clerk

ANTHONY G. CHAVONNE
Mayor

092412

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of Council
FROM: Steven K. Blanchard, PWC CEO/General Manager
DATE: November 26, 2012
RE: **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 24,000 feet of 750 MCM AL, EPR, 25 KV, 1/C, CN Underground Primary Power Cable, PWC Stock No. 1-065-522 (with the option to purchase additional quantities within a one-year period).

RELATIONSHIP TO STRATEGIC PLAN:

Quality utility services.

BACKGROUND:

The Public Works Commission, during their meeting of November 14, 2012 approved the bid recommendation to award bid for purchase of 24,000 feet of 750 MCM AL, EPR, 25 KV, 1/C, CN Underground Primary Power Cable, PWC Stock No. 1-065-522 (with the option to purchase additional quantities within a one-year period) to Stuart C. Irby, Rocky Mount, NC, lowest responsible bidder, in the total amount of \$159,600.00 and forward to City Council for approval. This electric inventory item was last purchased in October 2012 at a cost of \$6,798.00 per one thousand feet. The current bid price per one thousand feet is \$6,650.00. The cost of this cable fluctuates due to metals pricing. Bids were received October 18, 2012, as follows:

Bidders	Total Purchase Price	Eval. Cost Per 1000 Feet
Stuart C. Irby, Rocky Mount, NC	\$159,600.00	\$6,650.00
CME Wire & Cable, Suwanee, GA	\$162,097.00	\$6,754.05
HD Supply Power Solutions, Wake Forest, NC	\$167,256.00	\$6,969.00
WESCO, Raleigh, NC	\$187,800.00	\$7,825.00
Shealy Electrical Wholesalers, Inc., Greenville, SC	\$193,920.00	\$8,080.00
Mayer Electric, Fayetteville, NC	\$238,200.00	\$9,925.00

ISSUES:

Stuart C. Irby Company 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 and History

**PUBLIC WORKS COMMISSION
ACTION REQUEST FORM**

TO: Steve Blanchard, CEO/General Manager **DATE:** November 6, 2012

FROM: Gloria Wrench, Purchasing Manager

.....
ACTION REQUESTED: Award bid for the purchase of 24,000 feet of 750 MCM AL, EPR, 25 KV, 1/C, CN Underground Primary Power Cable, PWC Stock No. 1-065-522 (with the option to purchase additional quantities within a one-year period).
.....

BID/PROJECT NAME: 750 MCM AL, EPR, 25 KV, 1/C, CN Underground Primary Power Cable

BID DATE: October 18, 2012 **DEPARTMENT:** Electric Inventory
.....

BIDDERS	TOTAL PURCHASE PRICE	EVAL. COST PER 1000 FEET
<u>Stuart C. Irby, Rocky Mount, NC</u>	<u>\$159,600.00</u>	<u>\$6,650.00</u>
<u>CME Wire & Cable, Suwanee, GA</u>	<u>\$162,097.00</u>	<u>\$6,754.05</u>
<u>HD Supply Power Solutions, Wake Forest, NC</u>	<u>\$167,256.00</u>	<u>\$6,969.00</u>
<u>WESCO, Raleigh, NC</u>	<u>\$187,800.00</u>	<u>\$7,825.00</u>
<u>Shealy Electrical Wholesalers, Inc., Greenville, SC</u>	<u>\$193,920.00</u>	<u>\$8,080.00</u>
<u>Mayer Electric, Fayetteville, NC</u>	<u>\$238,200.00</u>	<u>\$9,925.00</u>

.....

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

BASIS OF AWARD: Lowest responsible bidder

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

COMMENTS: Bids were solicited from six (6) vendors with six (6) vendors responding. The lowest responsible bidder is recommended. This cable was last purchased in October 2012 at a cost of \$6,798.00 per one thousand feet. The current bid price per one thousand feet is \$6,650.00. The cost of this cable fluctuates due to metals pricing.
.....

ACTION BY COMMISSION

APPROVED _____ **REJECTED** _____
DATE _____

ACTION BY COUNCIL

APPROVED _____ **REJECTED** _____
DATE _____

BID HISTORY

750 MCM AL, EPR, 25KV, 1/C, CN UNDERGROUND PRIMARY POWER CABLE PWC STOCK NO. 1-065-522

BID DATE: OCTOBER 18, 2012

Advertisement

1. Public Works Commission Website 8/28/2012 THROUGH 9/13/2012

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. Hispanic Contractors Association of the Carolinas
9. Fayetteville Area Chamber of Commerce, Fayetteville, NC
10. The Raleigh Black Chamber of Commerce

List of Prospective Bidders

1. WESCO Distribution, Raleigh, NC
2. Stuart C. Irby Company, Rocky Mount, NC
3. HD Power Solutions, Wake Forest, NC
4. Shealy Electrical Wholesalers, Inc., Greenville, SC
5. Mayer Electric Supply, Fayetteville, NC
6. CME Wire & Cable, Suwanee, GA

SDBE/MWBE Participation

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

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of Council
FROM: Steven K. Blanchard, PWC CEO/General Manager
DATE: November 26, 2012
RE: **Bid Award – Contract for Grove Street/Eastern Boulevard Water Main Replacement**

THE QUESTION:

The Public Works Commission of the City of Fayetteville requests Council approve bid award for the Grove Street/Eastern Boulevard Water Main Replacement.

RELATIONSHIP TO STRATEGIC PLAN:

Quality utility services.

BACKGROUND:

The Public Works Commission, during their meeting of November 14, 2012 approved bid recommendation to award contract for the Grove Street/Eastern Boulevard Water Main Replacement to Sandy's Hauling & Backhoe Service, Roseboro, NC, the lowest responsive, responsible bidder in the total amount of \$1,401,868.70 and forward to City Council for approval. This project is a budgeted item – FY 2013 CIP WS36 - \$1,880,000. Bids were received November 6, 2012 as follows:

Bidders	Total Cost
Sandy's Hauling & Backhoe Service, Roseboro, NC	\$1,401,868.70
Utilities Plus, Inc., Linden, NC	\$1,584,371.12
State Utility Contractors, Inc., Monroe, NC	\$2,292,851.00

ISSUES:

Sandy's Hauling & Backhoe Service will not be utilizing SDBE/MWBE subcontractors on this project. PWC Purchasing staff has reviewed Sandy's Hauling & Backhoe Service "good faith efforts" and has determined that Sandy's Hauling & Backhoe Service did meet the "good faith effort" requirements to solicit minority participation for this work.

BUDGET IMPACT:

PWC Budgeted Item

OPTIONS:

N/A

RECOMMENDED ACTION:

Award bid to Sandy's Hauling & Backhoe Service, Roseboro, NC

ATTACHMENTS:

Bid Recommendation
Bid History

**PUBLIC WORKS COMMISSION
ACTION REQUEST FORM**

TO: Steve Blanchard, CEO/General Manager **DATE:** November 7, 2012

FROM: Gloria Wrench, Purchasing Manager

.....
ACTION REQUESTED: Award contract for Grove Street/Eastern Boulevard Water Main Replacement
.....

.....
BID/PROJECT NAME: Grove Street/Eastern Boulevard Water Main Replacement

BID DATE: November 6, 2012 **DEPARTMENT:** Water Resources Engineering

BUDGET INFORMATION: FY2013 CIP WS36 \$1,880,000.00

.....

BIDDERS	TOTAL COST
<u>Sandy's Hauling & Backhoe Service, Roseboro, NC</u>	<u>\$1,401,868.70</u>
<u>Utilities Plus Inc., Linden, NC</u>	<u>\$1,584,371.12</u>
<u>State Utility Contractors Inc., Monroe, NC</u>	<u>\$2,292,851.00</u>

.....

AWARD RECOMMENDED TO: Sandy's Hauling & Backhoe Service, Roseboro, 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 three (3) contractors responding. The lowest responsive, responsible bidder is recommended.
.....

ACTION BY COMMISSION

APPROVED _____ **REJECTED** _____
DATE _____

ACTION BY COUNCIL

APPROVED _____ **REJECTED** _____
DATE _____

BID HISTORY

GROVE STREET/EASTERN BOULEVARD WATER MAIN REPLACEMENT BID DATE: NOVEMBER 6, 2012; 2:00 P.M.

Consulting Engineer

None

Advertisement

- | | | |
|----|------------------------|----------|
| 1. | PWC Website | 10/8/12 |
| 2. | Greater Diversity News | 10/11/12 |

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, Charlotte, NC
10. Hispanic Contractors Association, Raleigh, NC

List of Contractors Requesting Plans and Specifications

1. R. F. Shinn Contractors, Inc., Marshville, NC
2. Pipeline Utilities, Inc., Raleigh, NC
3. Sandhills Contractors, Inc., Sanford, NC
4. State Utility Contractors, Monroe, NC
5. Sandy's Hauling and Backhoe Service, Inc., Roseboro, NC
6. Utilities Plus Inc., Linden, NC
7. T.A. Loving Company, Goldsboro, NC
8. Hine Sitework, Inc., Dudley, NC

SDBE/MWBE Participation

Sandy's Hauling & Backhoe Service, Inc. will not be utilizing SDBE/MWBE subcontractors on this project. Purchasing staff has reviewed Sandy's Hauling & Backhoe Service, Inc., "good faith efforts" and has determined that Sandy's Hauling & Backhoe Service, Inc. did meet the "good faith effort" requirements to solicit minority participation for this work.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of Council
FROM: Steven K. Blanchard, PWC CEO/General Manager
DATE: November 26, 2012
RE: **Bid Recommendation- Water and Wastewater Chemical**

THE QUESTION:

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

RELATIONSHIP TO STRATEGIC PLAN:

Quality utility services.

BACKGROUND:

The Public Works Commission, during their meeting of November 14, 2012 approved to award bid for purchase of approximately 825,000 lbs. of Sodium Bisulfite over a one year period (with the option to extend contract for additional one-year periods upon the agreement of both parties) to Southern Ionics, West Point, MS, low bidder in the total amount of \$94,050.00 and forward to City Council for approval. Bids were received October 23, 2012 as follows:

Bidders	Total Cost
Southern Ionics, West Point, MS	\$ 94,050.00
JCI Jones Chemicals, Charlotte, NC	\$ 99,990.00
PVS Chemical Solutions, Detroit, MI	\$127,875.00

ISSUES:

Southern Ionics is not classified as SDBE, minority or women owned business.

BUDGET IMPACT:

PWC Budgeted Item

OPTIONS:

N/A

RECOMMENDED ACTION:

Award bid to Southern Ionics, West Point, MS

ATTACHMENTS:

Bid recommendation and bidhistory

**PUBLIC WORKS COMMISSION
ACTION REQUEST FORM**

TO: Steve Blanchard, CEO/General Manager DATE: November 6, 2012

FROM: Gloria Wrench, Purchasing Manager

.....
ACTION REQUESTED: Award contract for the purchase of approximately 825,000 lbs. of Sodium Bisulfite over a one-year period (with the option to extend contract for additional one-year periods upon the agreement of both parties).
.....

BID/PROJECT NAME: Water and Wastewater Chemicals

BID DATE: October 23, 2012 **DEPARTMENT:** Water/Wastewater Treatment
.....

BIDDERS	TOTAL COST
<u>Southern Ionics, West Point, MS</u>	<u>\$ 94,050.00</u>
<u>JCI Jones Chemicals, Charlotte, NC</u>	<u>\$ 99,990.00</u>
<u>PVS Chemical Solutions, Detroit, MI</u>	<u>\$127,875.00</u>

.....

AWARD RECOMMENDED TO: Southern Ionics, West Point, MS

BASIS OF AWARD: Low bidder
.....

COMMENTS: Bids were solicited from thirty-five (35) bidders with three (3) bidders responding. PWC is currently paying .1045 per pound; this year's bid price is .1140 per pound which represents an increase of \$7,837.50 over the term of the contract. The low bid is recommended.
.....

ACTION BY COMMISSION

APPROVED _____ REJECTED _____
DATE _____

ACTION BY COUNCIL

APPROVED _____ REJECTED _____
DATE _____

BID HISTORY

WATER AND WASTEWATER CHEMICALS BID DATE: OCTOBER 23, 2012

Advertisement

Public Works Commission Website

10/5/12 through 10/23/12

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. Mosaic Crop Nutrition, LLC, Lithia, FL
2. General Chemical Performance Products, Parsippany, NJ
3. Kemira Water Solutions, Lawrence, KS
4. C&S Chemicals, Marietta, GA
5. PVS Chemical Solutions, Detroit, MI
6. Southern Ionics, West Point, MS
7. Sterling Water Technologies, Columbia, TN
8. Colonial Chemical Solutions, Savannah, GA
9. JCI Jones Chemical, Sarasota, FL
10. LCI, Ltd, Jacksonville Beach, FL
11. Univar USA, Morrisville, PA
12. GEO Specialty Chemicals, Little Rock, AR
13. KC Industries, Mulberry, FL
14. Gulbrandsen Technologies, Inc., Clinton, NJ
15. Greer Lime Company, Morgantown, WV
16. Solvay Fluorides LLC, Houston, TX
17. Brenntag Southeast, Durham, NC
18. Tanner Industries, Inc., Southampton, PA
19. Carmeuse Lime & Stone, Inc., Pittsburg, PA
20. Pencco, San Felipe, TX
21. Key Chemical, Inc., Waxhaw, NC
22. Chemrite, Buford, GA
23. Bleach Tech, Cleveland, OH
24. Oltrin Solutions, Hamlet, NC
25. Basic Chemical Solutions, LLC
26. Carus Chemical Company, Peru, IL
27. Standard Purification
28. USALCO, LLC, Baltimore, MD

29. ECOLAB, St. Paul, MN
30. SNF Polydyne, Riceboro, GA
31. American Water Chemicals, Plant City, FL
32. Norit Activated Carbon,
33. Shannon Chemical Corp., Malvern, PA
34. Watkins Marketing & Associates Inc., Woodstock, GA
35. Lhoist North America of Virginia, Inc., Ripplemead, VA

SDBE/MWBE Participation

Southern Ionics is not classified as SDBE, minority or women owned business.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of Council
FROM: Steven K. Blanchard, PWC CEO/General Manager
DATE: November 26, 2012
RE: **PWC Financial Matters: Project Fund Budget Amendments**

THE QUESTION:

The Public Works Commission of the City of Fayetteville requests City Council adopt PWC Project Fund Budget Amendments

RELATIONSHIP TO STRATEGIC PLAN:

Lowest Responsible Rates, Most Financially Sound Utility

BACKGROUND:

During their regular meeting of November 14, 2012 the Public Works Commission considered and approved the following PWC Project Fund Budget Amendments and to forward to City Council for adoption:

1. Series 2009B Revenue Bond Capital Project Fund, Amendment #2 is sending the remaining bond funds of \$4,231,677 to the Annexation Phase V – Areas 8-13 Capital Project Fund.
2. Annexation Phase V – Areas 8 - 13 Capital Project Fund, Amendment #3 is to receive proceeds from Series 2009B Revenue Bond Capital Project Fund in the amount of \$4,231,677 and to refund that amount previously advanced from the Annexation Phase V Reserve Fund.
3. Electric Utility System Rate Stabilization Fund, Amendment #15 increases the loan amount for Annexation Phase V Reserve Fund to \$15,000,000.
4. The Annexation Phase V Reserve Fund, Amendment #7 is to receive funds from the Annexation Phase V – Areas 8 - 13 Capital Project Fund (\$4,231,677), to budget an advance from the Electric Rate Stabilization Fund up to \$15,000,000 and remove the bond proceeds that will not be issued this fiscal year (\$25,000,000).

ISSUES:

None

BUDGET IMPACT:

PWC Budget

OPTIONS:

N/A

RECOMMENDED ACTION:

Adopt the following PWC Project Fund Budget Amendments:

1. Series 2009B Revenue Bond Capital Project Fund, Amendment #2
2. Annexation Phase V – Areas 8-13 Capital Project Fund, Amendment #3
3. Electric Utility System Rate Stabilization Fund, Amendment #15
4. Annexation Phase V Reserve Fund, Amendment #7

ATTACHMENTS:

Memo

Series 2009B Revenue Bond Capital Project Fund Amendment #2
Annexation Phase V Areas 8-13 Capital Project Fund Amendment #3
Electric Utility System Rate Stabilization Fund Amendment #15
Annexation Phase V Reserve Fund, Amendment #7



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 (AREA CODE 910) 483-1401
FAX (AREA CODE 910) 829-0207

November 8, 2012

MEMO TO: Steven K. Blanchard, CEO

MEMO FROM: J. Dwight Miller, CFO

SUBJECT: Project Fund Budget Amendments

Staff recommends that the Commission adopt Amendment #2 to the Series 2009B Revenue Bond Capital Project Fund for Fiscal Years 2010 – 2013, adopt Amendment #3 to the Annexation Phase V – Areas 8-13 Capital Project Fund for Fiscal Years 2010 – 2014, adopt Amendment #15 to the Electric Utility System Rate Stabilization Fund for Fiscal Year 2013, adopt Amendment #7 to the Annexation Phase V Reserve Fund for Fiscal Year 2013, and forward to City Council for their adoption at the November 26, 2012 Council Meeting.

1. Series 2009B Revenue Bond Capital Project Fund, Amendment #2 is sending the remaining bond funds of \$4,231,677 to the Annexation Phase V – Areas 8-13 Capital Project Fund.
2. Annexation Phase V – Areas 8 - 13 Capital Project Fund, Amendment #3 is to receive proceeds from Series 2009B Revenue Bond Capital Project Fund in the amount of \$4,231,677 and to refund that amount previously advanced from the Annexation Phase V Reserve Fund.
3. Electric Utility System Rate Stabilization Fund, Amendment #15 increases the loan amount for Annexation Phase V Reserve Fund to \$15,000,000.
4. The Annexation Phase V Reserve Fund, Amendment #7 is to receive funds from the Annexation Phase V – Areas 8 - 13 Capital Project Fund (\$4,231,677), to budget an advance from the Electric Rate Stabilization Fund up to \$15,000,000 and remove the bond proceeds that will not be issued this fiscal year (\$25,000,000).

PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE
Series 2009B Revenue Bond Capital Project Fund
For Fiscal Years 2010 - 2013

Amendment #2

	Current Approved Budget	Proposed Budget Amendment #1	Recommended Inception to Date Budget
Estimated Revenues and Other Funding Sources			
Series 2009B Revenue Bonds proceeds (1)	\$ 33,579,455	\$ (4,231,677)	\$ 29,347,778
Cost of Issuance-Adjusted Bond proceeds	\$ 10,257	\$ -	\$ 10,257
Interest Earnings	\$ 44,000	\$ 3,254	\$ 47,254
Total Revenues and Other Funding Sources	\$ 33,633,712	\$ (4,228,423)	\$ 29,405,289

Estimated Expenditures and Other Uses

Water and Wastewater Utility Project Costs	\$ 33,633,712	\$ (4,228,423)	\$ 29,405,289
Total Expenditures and Other Uses	\$ 33,633,712	\$ (4,228,423)	\$ 29,405,289

(1) Net of financing costs

ADOPTED BY COMMISSION
ADOPTED BY CITY COUNCIL

September 14, 2011	<i>Proposed</i>	November 14, 2012
September 26, 2011	<i>Proposed</i>	November 26, 2012

CITY OF FAYETTEVILLE PUBLIC WORKS COMMISSION
Annexation Phase V - Areas 8 -13 Capital Project Fund
For Fiscal Years 2010 - 2014

Amendment #3

	Current Approved Budget	Amendment #3 Fiscal Year 2013	Recommended Inception to Date Budget
Estimated Revenues and Other Funding Sources			
Transfer from Annexation Phase V Reserve	\$ 25,000,000	\$ (4,231,677)	\$ 20,768,323
Series 2009 Bonds Proceeds	-	4,231,677	4,231,677
Total Revenues and Other Funding Sources	\$ 25,000,000	\$ -	\$ 25,000,000
Estimated Expenditures and Other Uses			
Utility installation cost	\$ 25,000,000	\$ -	\$ 25,000,000
Total Expenditures and Other Uses	\$ 25,000,000	\$ -	\$ 25,000,000

ADOPTED BY COMMISSION
ADOPTED BY CITY COUNCIL

May 23, 2012	<i>Proposed</i>	November 14, 2012
June 11, 2012		November 26, 2012

CITY OF FAYETTEVILLE PUBLIC WORKS COMMISSION
Electric Utility System Rate Stabilization Fund
From Inception through Fiscal Year 2013

Amendment #15

	Current Approved Budget	Amendment #15 Fiscal Year 2013	Recommended Inception to Date Budget
Estimated Revenues and Other Funding Sources			
Transfer from Electric General Fund	\$ 68,377,155	\$ -	\$ 68,377,155
Rate Stabilization Transfer	4,169,725	-	4,169,725
Interest Income	3,575,000	-	3,575,000
Total Revenues and Other Funding Sources	\$ 76,121,880	\$ -	\$ 76,121,880
Estimated Expenditures and Other Uses			
Transfer to Electric Fund - Pre-2013	\$ 5,000,000	\$ -	\$ 5,000,000
Transfer to Electric Fund - 2013 and forward	-	-	-
Loan to Annexation Phase V Reserve Fund	9,036,235	5,963,765	15,000,000
Loan to Electric and W/WW General Fund	17,586,150	-	17,586,150
Appropriated Net Assets	44,499,495	(5,963,765)	38,535,730
Total Expenditures and Other Uses	\$ 76,121,880	\$ -	\$ 76,121,880

ADOPTED BY COMMISSION
ADOPTED BY CITY COUNCIL

September 26, 2012
October 8, 2012

<i>Proposed:</i>	<i>November 14, 2012</i>
<i>Proposed:</i>	<i>November 26, 2012</i>

CITY OF FAYETTEVILLE PUBLIC WORKS COMMISSION
Annexation Phase V Reserve Fund
From Inception through Fiscal Year 2013

Amendment #7

	Current Budget	Proposed Amendment #7 Budget - FY 2013	Recommended Inception to Date Budget
Estimated Revenues and Other Funding Sources			
Transfer from PWC Water/Sewer Fund	\$ 5,547,547	\$ -	\$ 5,547,547
Transfer from PWC Annexation Phase V Proj 1 CPF	727,903	-	727,903
Transfer from City of Fayetteville	4,858,584	-	4,858,584
Advance from Electric Rate Stabilization Fund	-	15,000,000	15,000,000
Bond Proceeds - Areas 8 - 13	25,000,000	(25,000,000)	-
Transfer - Assessment revenue including interest	2,805,000	-	2,805,000
Interest Income	6,500	-	6,500
Total Revenues and Other Funding Sources	\$ 38,945,534	\$ (10,000,000)	\$ 28,945,534
Estimated Expenditures and Other Uses			
Transfer to PWC Water/Sewer Fund - Debt Service	\$ 1,102,400	\$ -	\$ 1,102,400
Transfer to Annexation Phase V, Areas 8 -13 CPF	25,000,000	(4,231,677)	20,768,323
Transfer to Annexation Phase V, Areas 14 -15 CPF	6,200,000	-	6,200,000
Interest Expense - Advance from Rate Stabilization	35,000	-	35,000
Appropriated net assets	6,608,134	(5,768,323)	839,811
Total Expenditures and Other Uses	\$ 38,945,534	\$ (10,000,000)	\$ 28,945,534

ADOPTED BY COMMISSION:
ADOPTED BY CITY COUNCIL:

May 23, 2012	<i>Proposed</i>	November 14, 2012
June 11, 2012	<i>Proposed</i>	November 26, 2012

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Lisa Smith, Chief Financial Officer
DATE: November 26, 2012
RE: **Special Revenue Fund Project Ordinance Amendment 2013-6 (Appropriation of Federal Forfeiture and State Controlled Substance Tax Funds for Law Enforcement Purposes)**

THE QUESTION:

This amendment will appropriate \$625,253 in controlled substance tax revenues, federal forfeiture funds and associated investment income to increase resources for law enforcement purposes.

RELATIONSHIP TO STRATEGIC PLAN:

Goal 4: GROWING CITY, LIVABLE NEIGHBORHOODS - A GREAT PLACE TO LIVE

Objective 1: Consistent improvement in reducing crime rates

BACKGROUND:

- The Police Department has requested that \$312,627 be used for the training center, \$156,313 be used for equipment, and \$156,313 be used for training.
- The funds must be used for law enforcement purposes.

ISSUES:

None.

BUDGET IMPACT:

No impact to the General Fund.

OPTIONS:

- 1) Approve Special Revenue Fund Project Ordinance Amendment 2013-6.
- 2) Do not approve Special Revenue Fund Project Ordinance Amendment 2013-6.

RECOMMENDED ACTION:

Approve Special Revenue Fund Project Ordinance Amendment 2013-6.

ATTACHMENTS:

SROA 2013-6 Federal and State Forfeiture Funds

SPECIAL REVENUE FUND PROJECT ORDINANCE AMENDMENT
CHANGE 2013-6 (ORD 92-1)

BE IT ORDAINED by the City Council of the City of Fayetteville, North Carolina, that pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following special revenue project ordinance is hereby amended:

- Section 1. The project change authorized is to the Special Revenue Project Ordinance 92-1, adopted on January 21, 1992, as amended, for the Fayetteville Police Department to utilize Federal Forfeiture Funds and Controlled Substance Tax Revenue from the State.
- Section 2. The project director is hereby directed to proceed with the project within the terms of the various grant agreements executed with the Federal and State governments and within the funds appropriated herein.
- Section 3. The following revenues are anticipated to be available to the City to complete the project:

	<u>Listed As</u>	<u>Amendment</u>	<u>Revised</u>
Controlled Substance Tax Revenue	\$ 1,109,749	\$ 274,373	\$ 1,384,122
Federal Forfeiture Funds	1,210,175	339,098	1,549,273
Sale of Assets/Auction Proceeds	625	7,095	7,720
Interest	81,608	4,687	86,295
Public Safety Fund Transfer In	299	-	299
	<u>\$ 2,402,456</u>	<u>\$ 625,253</u>	<u>\$ 3,027,709</u>

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

Project Expenditures	\$ 2,223,519	\$ 625,253	2,848,772
Transfer to Public Safety Capital Project Fund	178,937	-	178,937
	<u>\$ 2,402,456</u>	<u>\$ 625,253</u>	<u>\$ 3,027,709</u>

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

Adopted this 26th day of November, 2012.

CITY COUNCIL ACTION MEMO

TO: Mayor and City Council
FROM: Kristoff Bauer, Assistant City Manager
DATE: November 26, 2012
RE: **Economic Development Incentives for Sykes Enterprises through Reaford Road Assoc. LLC**

THE QUESTION:

Should the council approved the economic development incentives agreement with Reaford Road Assoc. LLC to support the new business of Sykes Enterprises?

RELATIONSHIP TO STRATEGIC PLAN:

BACKGROUND:

Sykes Enterprises provides call center services and has applied for economic development incentives through the joint City/County economic development incentives program administered by the Chamber of Commerce through the Alliance organization. See eligibility analysis provided in the attached background memorandum.

ISSUES:

Incentives:

- 50% property tax grant back for five years based upon the creation of 150 full-time jobs and \$12,500 in investment.
- 50% property tax grant back for and additional two years if 300 full-time jobs are created and maintained by year five.

Agreement Terms:

The incentive application anticipates the construction of a new building in the City of Fayetteville to house the services provided by Sykes Enterprises. That new building will be constructed within the City by an LLC created specifically for that purpose, Reaford Road LLC. Sykes will execute a lease with the LLC that will hold the ownership of the building. The economic development incentive agreement will, therefore, be written to award the tax grantback to the LLC based upon the performance of Sykes. The benefit of the incentives will flow from the LLC to Sykes through the terms of the lease.

BUDGET IMPACT:

Over the seven year potential term of the grantback incentives, the LLC is estimated to make property tax payments of \$377,600 on the new building and equipment added to the tax rolls by this project. The incentive would call for \$188,800 of these taxes to be rebated back to the LLC.

OPTIONS:

State law requires that the Council hold a public hearing prior to awarding economic development incentives.

- 1- Direct the City Manager to draft and execute an economic development incentives agreement, consistent with the term and conditions discussed herein. (Recommended)
- 2- Deny the requested incentives,
- 3- Defer

RECOMMENDED ACTION:

Staff recommends that Council move to direct the City Manager to draft and execute an economic development incentives agreement, consistent with ther terms and conditions discussed herein.

authorize execution of the attached economic development incentives agreement with Reafor Road LLC for the benefit of Sykes Enterprises.

ATTACHMENTS:

background Memo

Project 500

Telecommunications / Call Center

Project Summary	
Industry Sector:	Telecommunications / Call Center
Capital Investment:	\$12,500,000
Job Creation:	150 - 500

Project Overview:

Project 500 represents a telecommunications company specializing in customer contact management solutions in the business process outsourcing (BPO) arena by providing an array of sophisticated customer contact management solutions for Fortune 1000 companies around the world, primarily in the communications, financial services, healthcare, technology, transportation, and leisure industries. Project representatives have indicated a short timeline and are currently exploring temporary space in which they can begin operations while their permanent facility would be constructed.

Land Requirements:

50,000 SF of call center office space on 10 acres of land – this is a 500 seat call center operation. The site is located on Raeford Road and the parcel pin # is 0406-09-0781.

Investment Breakdown:

The total capital investment of **\$12,500,000** is divided as follows: **\$9,000,000** for the construction of the new commercial facility, and **\$3,500,000** for the purchase of equipment.

Estimated Community Impact:

This project will generate a capital investment of **\$12,500,000** and create 150 full-time, direct impact jobs, with a payroll in excess of \$3,000,000. Further the building will be a 500-seat call center and the company will be the sole tenant and expects to fill those seats in 5 years.

Incentive Recommendation:

Based on the points scored for the qualifying items as listed in the table below, it is The Alliance's recommendation that Project 500 is approved for the Tier I Property Tax Grant Back Incentive. Further, we recommend that the incentive term be lengthened from 5 years to 7 years with the additional 2 years based on a 50% incentive if the company has reach 300 employees by year five. The total value of real and personal property taxes collected for the City are estimated to be \$377,600 during the incentive period and the incentive amount is estimated to be \$188,800.

QUALIFYING ITEM	MAXIMUM POINTS POSSIBLE	POINTS SCORED
Jobs (Number, Quality, Hiring Residents)	40	32
Project Location	25	0
Capital Investment	20	10
Environmental Impact	10	0
Industry Cluster/Business Type	10	6
Public Benefit	10	10
TOTAL		58

Project 500

Telecommunications / Call Center

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Craig Harmon, AICP, CZO - Planner II
DATE: November 26, 2012
RE: **P12-53F Request for Special Use Permit to construct a Cellular Communication Tower on property located at 1363 Hoke Loop Road, Containing 0.25 acres more or less of 37 acres and being the property of James, Hazel and Harlee Evans.**

THE QUESTION:

Does the requested Special Use Permit fit with the character of the neighborhood and the long range plans of the City of Fayetteville?

RELATIONSHIP TO STRATEGIC PLAN:

Livable Neighborhoods
Growth and development

BACKGROUND:

Owner: James, Hazel and Harlee Evans
Applicant: Thomas H. Johnson, Jr.
Requested Action: SUP Cell Tower
Property Address: 1363 Hoke Loop Road
Council District: 8
Status of Property: Undeveloped
Size: 0.25 acres +/- (of 37)
Existing Land Use: Residential Structures
Adjoining Land Use & Zoning:
North - SF-10 & AR Residential
South - SF-15 Residential
East - SF-10 & SF-15 Residential
West - SF-10 & SF-15 Residential
Letters Mailed: 225
Land Use Plan: Low Density Residential

ISSUES:

The owners of this property have requested the approval of a Special Use Permit (SUP) to construct a cellular communication tower on property at 1363 Hoke Loop Road. Please find attached a site plan for the proposed tower.

The Zoning Commission voted 5-0 to recommend approval of the proposed SUP.

Zoning Commission and Staff recommends that this item be approved based on:

1. The attached site plan.
2. Preliminary findings indicate the new structure would not create new impacts or compatibility issues.

With the **following conditions:**

1. The proposed tower shall be capable of accommodating one additional collocation of either cellular/PCS/broadband service; and,
2. The facility shall comply with City codes regarding screening and buffering; and,
3. The tower will comply with the City setback requirements or be certified by a North Carolina Registered Professional Engineer that the tower will meet the specific breakpoint technology setback requirements; and,
4. The applicant shall provide documentation that the facility will comply with all FCC rules regarding interference to other radio services; and,

5. The applicant will request and obtain the required electrical permitting from the City needed for service; and,
6. The facility shall be constructed so that access is only attainable by qualified personnel; and,
7. The property shall not be used for storage or an employment center for any worker; and,
8. All support structure penetration ports are to be sealed in a manner to prevent wildlife access and or internal nesting; and,
9. The applicant shall submit to the City upon completion of construction a certification from North Carolina Registered Professional Engineer that the structure as built and to include planned future installations has been constructed under the EIA/TIA-222 G standards (as amended) for Cumberland County, North Carolina.

[Unless otherwise noted below - This application meets all of the applicable standards of the ordinance]

A Special Use Permit shall be approved only upon a finding that all of the following standards are met:

(4) Freestanding Towers

Freestanding telecommunications towers, whether as a principal or accessory use, shall comply with the following standards:

a. Safety

- i. Before obtaining a Building Permit, the applicant shall submit to the City Manager engineering drawings for the tower, sealed by a licensed engineer, that include a statement that the tower will meet all applicable local, State, and Federal building codes and structural standards.
- ii. Every two years after construction of a tower, the owner shall submit to the City Manager a statement on the tower's structural soundness that is signed and sealed by an engineer. Every sixth year, the statement shall be signed and sealed by an independent, registered, and licensed engineer.

b. Height The height of a telecommunications tower, including any building or structure atop which they tower is located, shall not exceed 450 feet. **Proposed tower to be 150 feet.**

c. Aesthetics

- i. Towers shall either maintain a galvanized steel finish or be painted.
- ii. Towers shall be camouflaged with the surrounding area, through paint, incorporation into architectural design/structure, or other means, to the maximum extent practicable.
- iii. The exterior appearance of ground-based accessory structures located within a residential zoning district shall be designed to look like a residential structure typical of the district (e.g., with a pitched roof and frame or brick siding).

d. Lighting

If lighting is required by the Federal Aviation Administration (FAA), it shall comply with FAA standards. To the extent allowed by the FAA, strobe lights shall not be used for nighttime lighting and lighting shall be oriented so as not to project directly onto any surrounding residentially-zoned property. Documentation from the FAA that the lighting is the minimum lighting it requires shall be submitted to the City Manager before issuance of any building permit for the tower.

e. Setbacks

- i. Telecommunications towers shall be set back from abutting property lines the distance equal to or exceeding that in Table 30-4.C.3, Freestanding Telecommunications Tower Setback Standards. Article 30-4: Use Standards Section C: Use-Specific Standards Subsection 3: Public and Institutional Uses City of Fayetteville, North Carolina Unified Development Ordinance Page 4-36
TABLE 30-4.C.3: FREESTANDING TELECOMMUNICATIONS TOWER SETBACK STANDARDS
ZONING DISTRICT [1] MINIMUM SETBACK CD, AR, SF-15, SF-10, SF-6, MR-5, MH, OI, NC
Tower height CC, MU, LI, HI Greater of: ½ tower height; or 50 feet
NOTES: [1] New freestanding telecommunications towers are not permitted in the DT zoning district.
- ii. Buildings associated with a telecommunications facility shall meet the minimum setback requirements for the zoning district where located.

f. Separation from Other Towers

New telecommunication towers shall not be located within 1,500 feet of an existing telecommunications tower. This standard shall not apply to a telecommunications tower placed out

of view in a building or other structure.

g. Collocation

i. No freestanding telecommunications tower shall be allowed unless it is demonstrated that no suitable existing tower, building, or other structure within the coverage area is available for the collocation of antennas.

ii. New freestanding telecommunications towers shall be designed to accommodate the present and future needs of the owner and at least two comparable users. Unused space on an existing telecommunications tower shall be made available to other users at a fair market rental unless mechanical, structural, or regulatory factors prevent collocation. In determining fair market rental, the rent paid by a current collector under a swapping agreement need not be considered.

h. Buffer and Screening

A Type D buffer (see Section 30-5.B.1.f, Perimeter Buffers,) shall be provided around the perimeter of a freestanding telecommunications tower facility (including equipment structures and guy anchor supports).

i. Security Fencing

Towers, guy anchor supports, and ground-based equipment buildings shall be enclosed by security fencing not less than ten feet in height.

j. Interference

No telecommunications tower, antenna, or supporting equipment shall disturb or diminish radio or television or similar reception on adjoining residentially zoned land.

k. Use of Associated Buildings

Building and structures associated with a telecommunications tower shall not be used as an employment center for any worker. This does not prevent the periodic maintenance, inspection, and monitoring of equipment and instruments, or renovation of the facility. Article 30-4: Use Standards Section C: Use-Specific Standards Subsection 3: Public and Institutional Uses City of Fayetteville, North Carolina Page 4-37 Unified Development Ordinance

l. No Outdoor Storage

No outdoor storage shall be allowed on a telecommunications tower site.

m. Compliance with State or Federal Laws and Regulations

Towers and antennas shall meet or exceed current standards and regulations of the Federal Aviation Administration (FAA), the Federal Communications Commission (FCC), and any other agency of the State or Federal government that regulates telecommunications towers and antennas.

n. Replacement of Existing Towers

Existing freestanding towers may be replaced with a new tower that increases the number of collocation opportunities, subject to the following standards:

i. The height of the replacement tower shall not exceed 110 percent of the height of the replaced tower.

ii. The replacement tower shall be located within 100 feet of the replaced tower, unless the City Manager determines that a farther distance furthers the purpose and intent of this Ordinance.

iii. The replacement tower shall comply with all the standards of this section.

o. Nonconforming Telecommunications Towers

Nonconforming telecommunications towers shall be allowed to remain and be maintained in accordance with the standards in Article 30-7: Nonconformities. Additional equipment may be added to the tower provided that such additions do not increase the degree of nonconformity.

p. Discontinued Use

If a telecommunications tower is not used for a period of six consecutive months, the City Manager may send the tower owner notice indicating that the tower must be removed within 90 days from the date of notice.

A Special Use Permit shall be approved only upon a finding that all of the following

standards are met:

- (1) The special use complies with all applicable standards in Section 30-4.C, Use-Specific Standards;
- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands;
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands;
- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;ty Council Hearing/Decision
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and
- (8) The special use complies with all other relevant City, State, and Federal laws and regulations.

BUDGET IMPACT:

The City would be required to provide an increase in public services that should be offset by the increase this development would bring to the City's tax base.

OPTIONS:

- 1) Approval of SUP as presented by staff (recommended);
- 2) Approval of SUP with additional conditions;
- 3) Denial of the rezoning request,

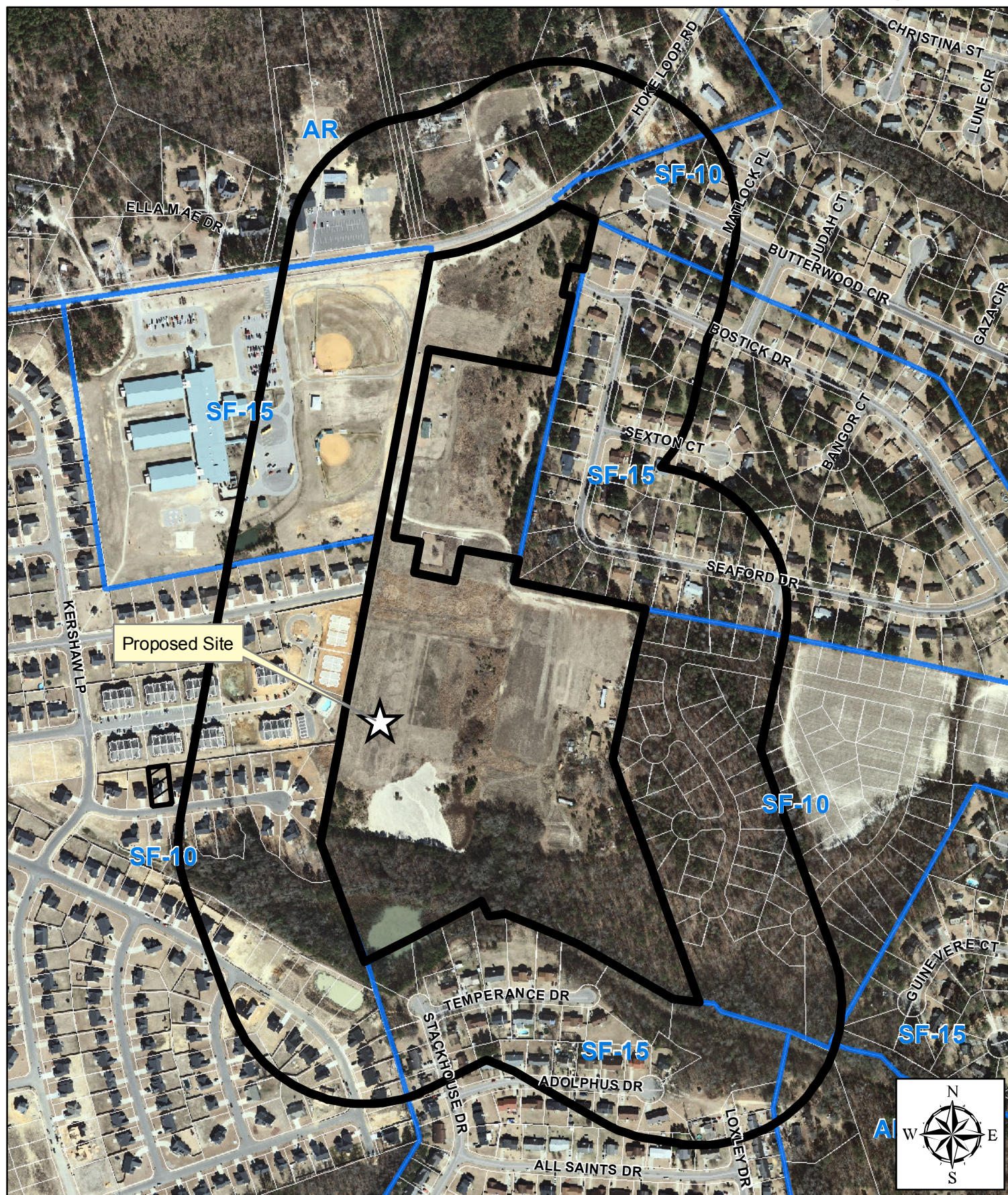
RECOMMENDED ACTION:

Zoning Commission and Staff Recommend: That the City Council move to APPROVE the request for a Special Use Permit for a cellular tower as presented by staff, subject to the conditions described by staff and based on the findings of fact (listed in "Issues").

ATTACHMENTS:

Zoning Map
Current Land Use
Land Use Plan
Site Plan
PowerPoint Presentation

ZONING COMMISSION
CASE NO. P12-53F

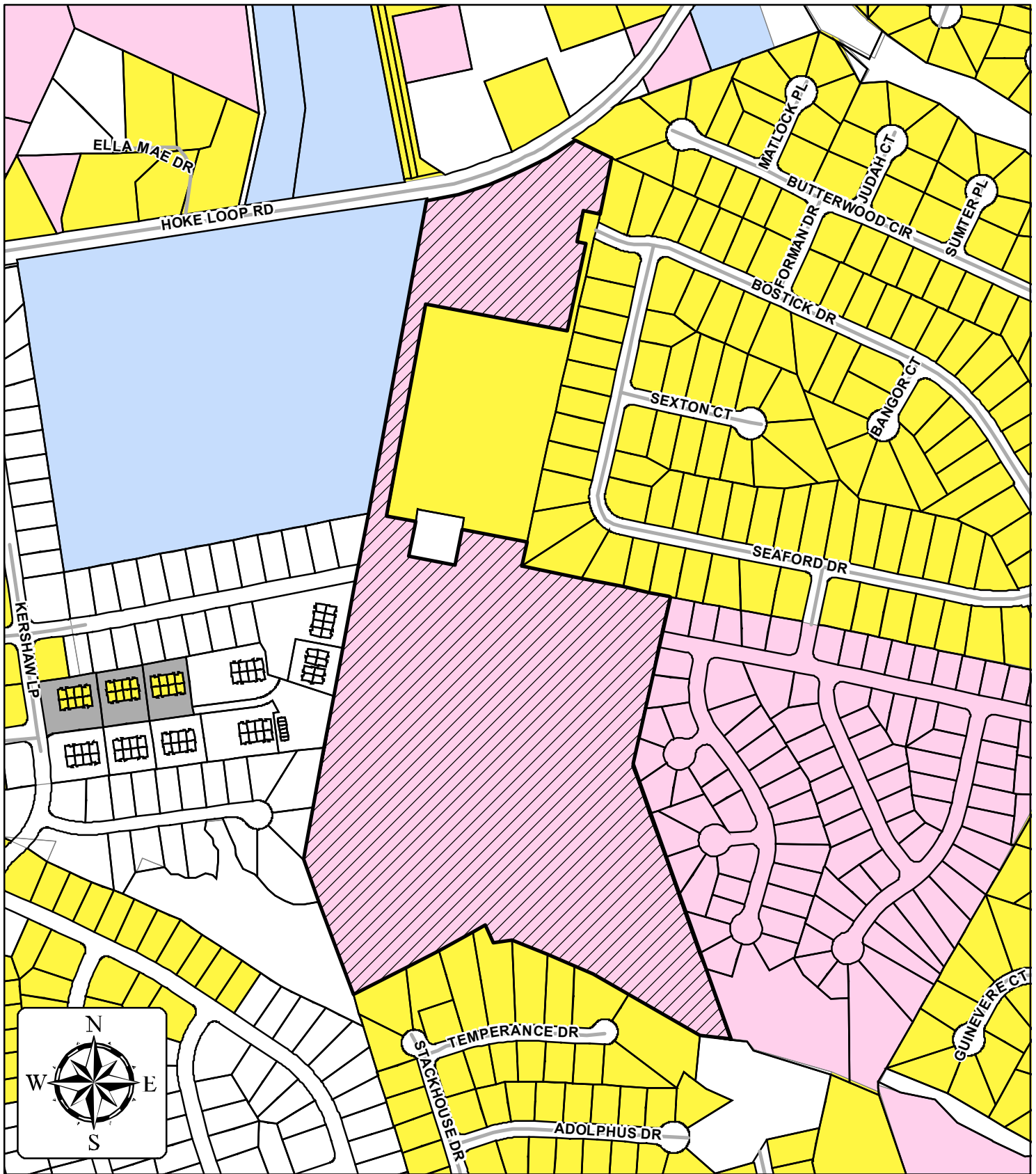


Request: SUP Cell Tower
Location: 1363 Hoke Loop Road
Acreage: 0.25 +/- acres of 37

Zoning Commission: 10/9/2012
City Council: _____
Pin: 9477-82-1090-

Recommendation: _____
Final Action: _____

P12-53F



☐ Single Family Attached

 Cemetery

 Government Of

 Lake

 Mobile Home

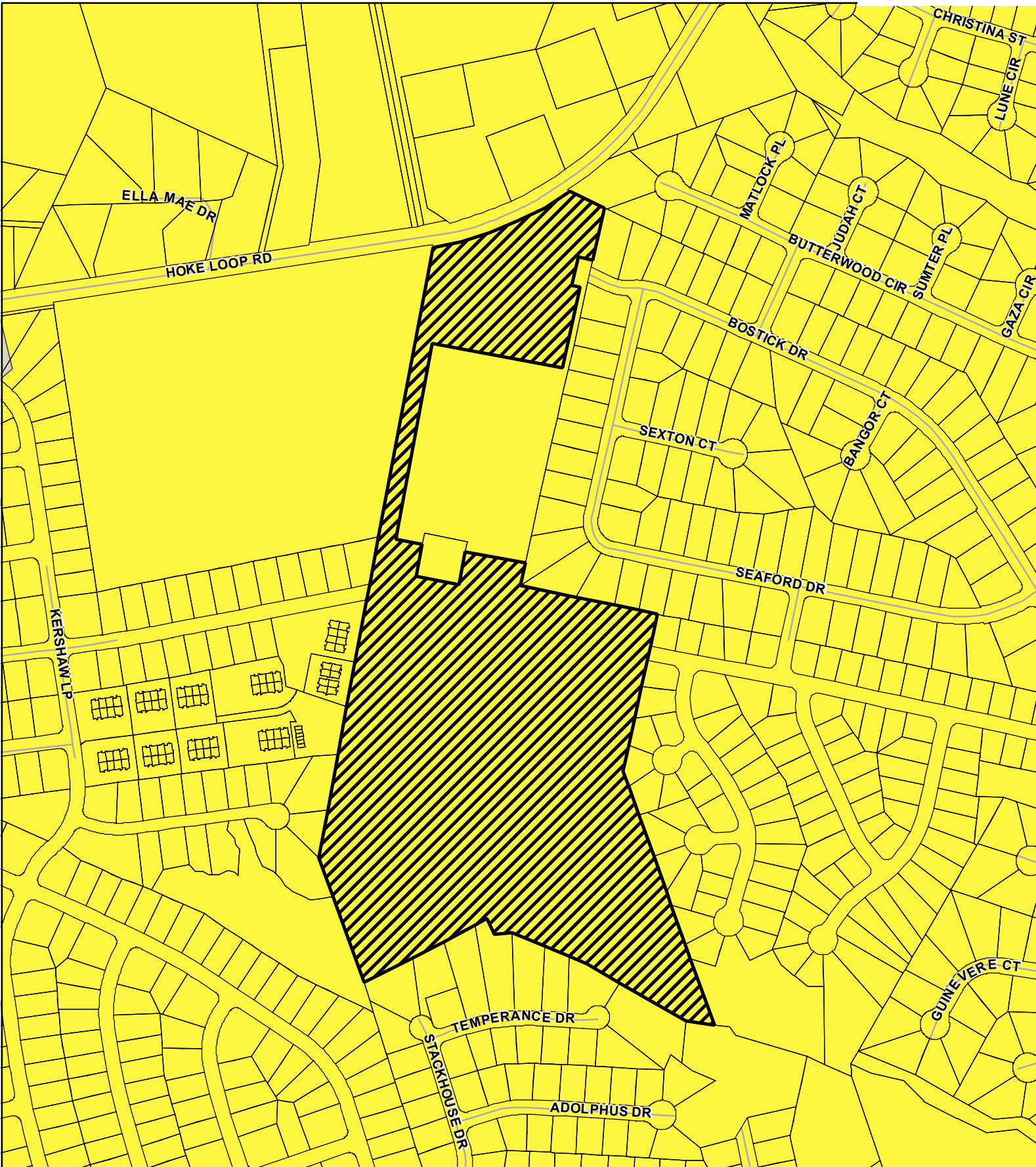
 Predominant

at Vacant Land

☐ Null PIN

2010 Land Use Plan

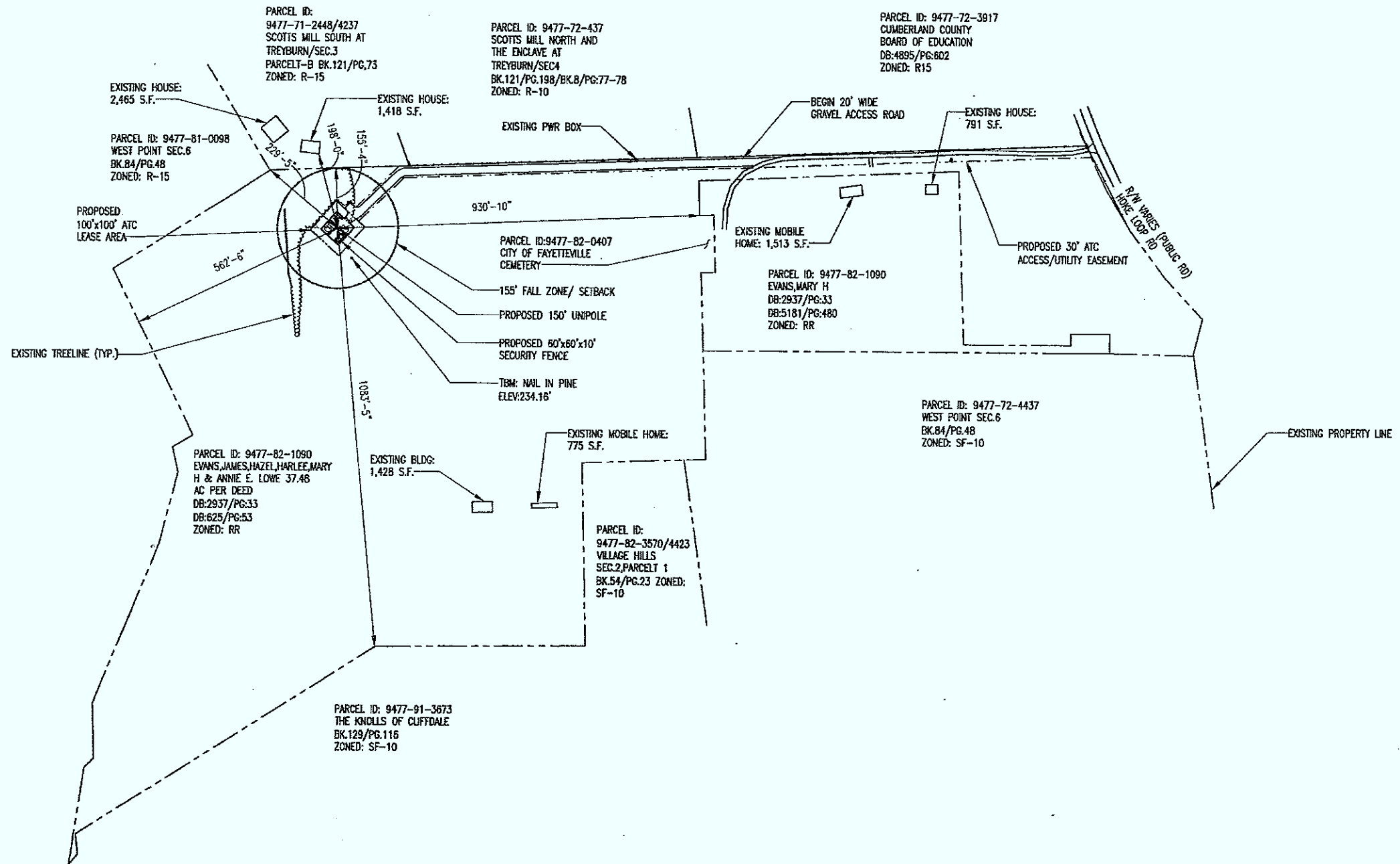
Case No. P12-53F



Legend

Land Use Plan	Airfield Operations-Fort Bragg	Governmental	Historical District-Fort Bragg	Medium Density Residential	Open Space	Range & Training-Fort Bragg
CLASSDN	Community Activity Node	Heavy Commercial	Light Commercial	Neighborhood Activity Node	Policy Directed Heavy Commercial	Redevelop/Holding-Fort Bragg
	Academic Training-Fort Bragg	Heavy Industrial	Light Industrial	Office & Institutional	Policy Directed Light Commercial	Suburban Density Residential
	Activity Node	High Density Residential	Low Density Residential	One Acre Residential Lots	Policy Directed Office & Institutional	

NOTE:
PROPOSED GENERATOR
SHALL HAVE A SOUND
ATTENUATING ENCLOSURE
INSTALLED.



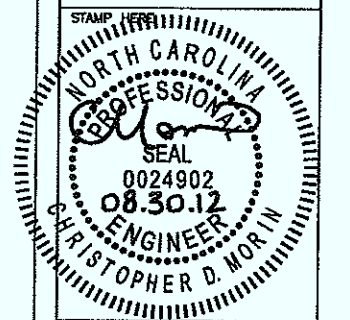
AMERICAN TOWER
CORPORATION
495 LONG POINT ROAD
MOUNT PLEASANT, SC 29464
TEL: (843) 971-8385
FAX: (843) 971-8888

THESE DRAWINGS AND/OR THE ACCOMPANYING
SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE
THE EXCLUSIVE PROPERTY OF AMERICAN TOWER
CORPORATION AND THEIR USE AND PUBLICATION
SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR
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CORPORATION TITLE TO THESE PLANS AND/OR
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TOWER CORPORATION WITHOUT PREJUDICE AND
VISUAL CONTACT WITH THEM SHALL CONSTITUTE
PERMA FACIE EVIDENCE OF ACCEPTANCE OF THESE
RESTRICTIONS.

BC
architects
engineers
5661 COLUMBIA PIKE, SUITE 200
FALLS CHURCH, VA 22041-2868
TEL: (703) 671-6000
FAX: (703) 671-8300

SHEET REVISION		
NO.	DESCRIPTION	DATE
1		
2		
3		
4		
5		

ATC SITE NUMBER:
278099
ATC SITE NAME:
LAKE RIM NC
SITE ADDRESS:
1363 HOKE LOOP RD
FAYETTEVILLE, NC 28314

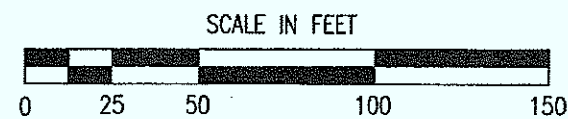


DRAWN BY:	AOT
CHECKED BY:	ORS
DATE DRAWN:	08-30-12
SUBMISSION:	FINAL CD'S
SHEET TITLE:	

SITE PLAN

SHEET NUMBER:	REV. #
A-0	

08-06-12 ARNOLD 16:23:27 Y:/Drawings -- 2012/ATC/Lake Rim NC -- 278099/_CD'S/A0.dwg



SITE PLAN

1

CITY COUNCIL MEETING

November 26, 2012

433 Hay Street
Fayetteville, NC 28301
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City of
Fayetteville
North Carolina



CASE NO. P12-53F



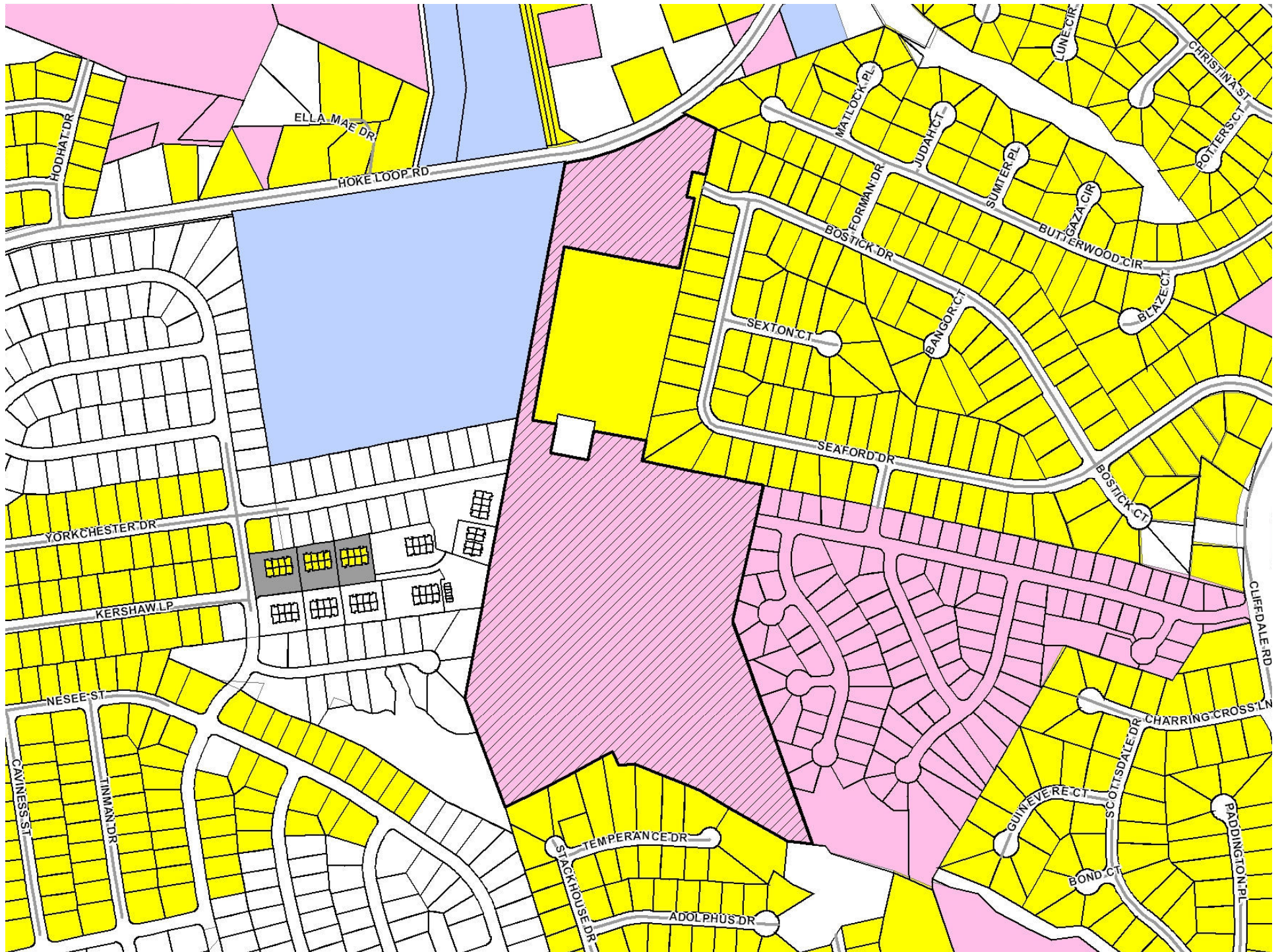
Requested Action: Special Use
Permit for a Cellular Communication
Tower

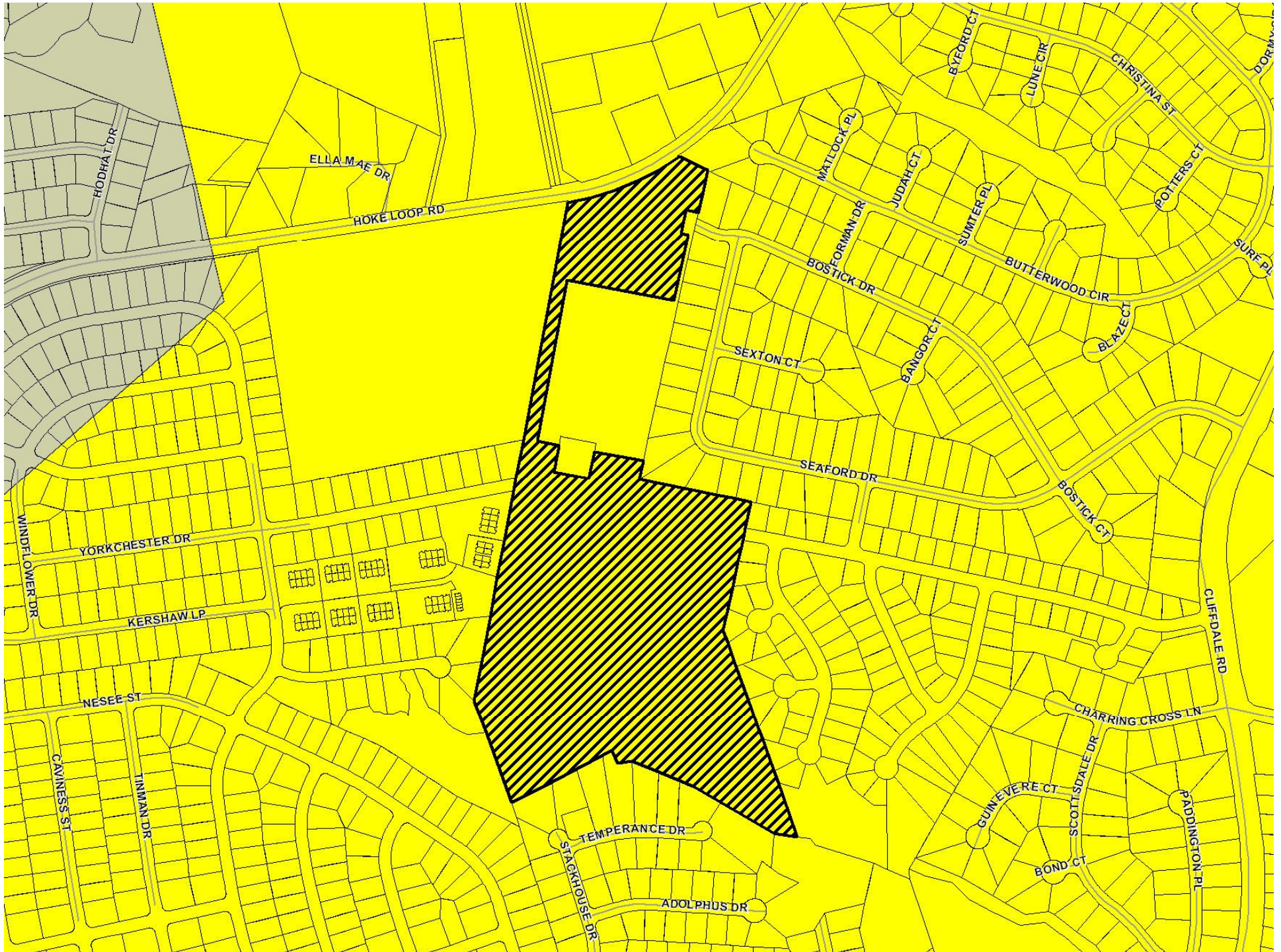
Property Address: 1363 Hoke Loop
Road

Size: 0.25 acres +/-











Conditions:

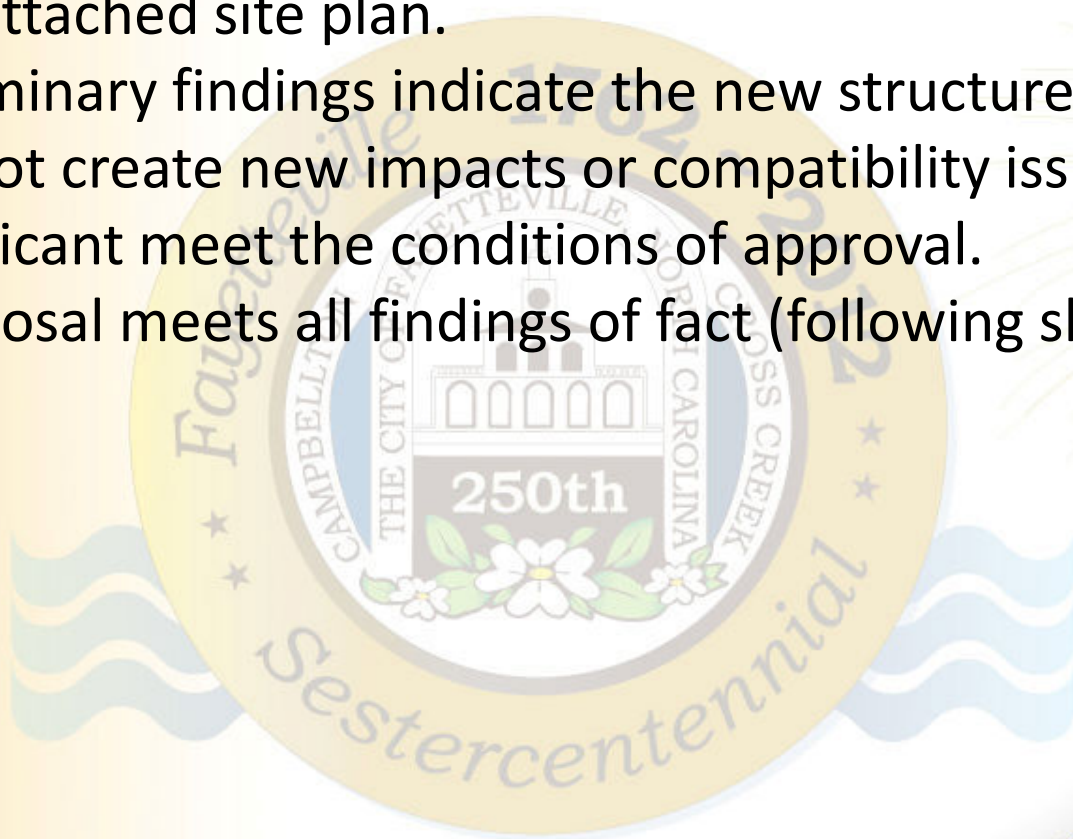
1. The proposed tower shall be capable of accommodating one additional collocation of either cellular/PCS/broadband service; and,
2. The facility shall comply with City codes regarding screening and buffering; and,
3. The tower will comply with the City setback requirements or be certified by a North Carolina Registered Professional Engineer that the tower will meet the specific breakpoint technology setback requirements; and,
4. The applicant shall provide documentation that the facility will comply with all FCC rules regarding interference to other radio services; and,
5. The applicant will request and obtain the required electrical permitting from the City needed for service; and,
6. The facility shall be constructed so that access is only attainable by qualified personnel; and,
7. The property shall not be used for storage or an employment center for any worker; and,
8. All support structure penetration ports are to be sealed in a manner to prevent wildlife access and or internal nesting; and,
9. The applicant shall submit to the City upon completion of construction a certification from North Carolina Registered Professional Engineer that the structure as built and to include planned future installations has been constructed under the EIA/TIA-222 G standards (as amended) for Cumberland County, North Carolina.





Zoning Commission and Staff recommends that this item be approved based on:

1. The attached site plan.
2. Preliminary findings indicate the new structure would not create new impacts or compatibility issues.
3. Applicant meet the conditions of approval.
4. Proposal meets all findings of fact (following slide)



Zoning Commission and Staff Recommend: That the City Council move to APPROVE the request for a Special Use Permit for a cellular tower as presented by staff, subject to the conditions described by staff and based on the findings of fact (listed below).



A Special Use Permit shall be approved only upon a finding that all of the following standards are met:

- (1) The special use complies with all applicable standards in Section 30-4.C, Use-Specific Standards;
- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands;
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands;
- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and
- (8) The special use complies with all other relevant City, State, and Federal laws and regulations.



CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Katherine Bryant, Interim Chief of Police
DATE: November 26, 2012
RE: **Public Hearing to discuss "Citizen Review Board"**

THE QUESTION:

Public Hearing to invite comments from all stakeholders regarding the Citizen Review Board.

RELATIONSHIP TO STRATEGIC PLAN:

Greater Community Unity - Pride in Fayetteville
Growing City, Livable Neighborhoods - A Great Place to Live

BACKGROUND:

City Council Work Session on November 5, 2012, presentation given by Interim Chief Bryant. City Council Regular Meeting on November 13, 2012, City Council approved Public Hearing on November 26, 2012.

ISSUES:

The formation of a Citizen Review Board will require two separate actions. The Council will need to approve an ordinance empowering the Board and guiding its activities. Text for such an ordinance is attached for your information. In order for the Board to become fully effective, however, there will need to be authority granted by the state legislature for Board members to review protected personnel information, that is, the investigative file, as part of the Board's deliberations. This will require a local bill.

If, after the public hearing, Council would like to proceed, then staff will prepare a final enabling ordinance for Council consideration with a July 1, 2013, effective date. This will provide time to recruit and select Board members and obtain enabling state legislation.

BUDGET IMPACT:

N/A

OPTIONS:

1. Direct staff to prepare a final City ordinance for Council consideration and to request enabling state legislation be drafted and entered on the City's behalf, or
2. Direct staff to make specific changes in the draft City ordinance, or
3. Direct staff to not take further action on this initiative and, therefore, not create a Citizen Review Board

RECOMMENDED ACTION:

Staff recommends that Council move to direct staff to prepare a final City ordinance creating a Citizen Review Board effective July 1, 2013 as long as state enabling legislation has been obtained, and to request enabling state legislation be drafted and entered on the City's behalf.

ATTACHMENTS:

Police CRB Draft Ordinance
Police CRB Power Point Presentation 11/26

DRAFT

Sec. 2-43. – Police Citizen Review Board.

(a)

Creation and organization. In pursuit of greater transparency and accountability, a Police Citizen Review Board is established. The purpose of the board is to hear cases of persons who wish to appeal results of complaint investigations.

(b)

Membership. The Citizen Review Board shall be composed of seven members and one non-voting alternate. Those seven member positions shall be composed of and selected by:

Selected by the City Manager according to the City's Appointment Committee process:

- One member with a minimum of five years prior law enforcement professional experience;
- One member with professional personnel management experience;
- One member with professional human relations experience

Selected by the City Council from the general citizenry according to the City's Appointment Committee process:

- Four members and one alternate

(c)

Terms of members. Each member shall serve for a term of three years staggered. Members may only serve a maximum of two consecutive terms. If the alternate is required to complete the balance of a term caused by a vacancy, the alternate will serve the balance of that term.

The members shall serve without compensation.

(d)

Election of chair and vice chair. The Citizen Review Board shall elect:

(1)

A chair by majority vote of the serving members. Each chair will serve a one-year term and shall be eligible to serve as chair in successive years.

(2)

A vice chair to preside in the absence of the chair. A Vice Chair to preside in the absence of the Chair. The Vice Chair will serve a one year term and shall be eligible to serve as Vice Chair in successive years. The Vice-Chair serves as Chair in the Chair's absence or incapacity.

(e)

Rules of Procedure. The City Council, by majority vote, shall adopt these Rules of Procedure consistent with City Code of Ordinances and State Statutes; otherwise, the meetings of the Citizen Review Board will be governed by the Parliamentary Rules of Procedure for City Council, as prescribed in section 2-4 of this Code of Ordinances.

Recommendations for amendments to these Rules may, within the limits allowed by law, be approved by an affirmative vote of not less than five members of the Board, provided that the general substance of the amendment is first presented to the Board members in writing at a meeting preceding the meeting at which the vote is taken. All recommended amendments will be submitted to the City Manager for his or her consideration.

All meetings of the Citizen Review Board shall be conducted in accordance with the Open Meetings Law, G.S. 143-318.9, et seq.

Written minutes of all Citizen Review Board meetings shall be taken by the staff liaison and after approval, filed with the city clerk.

(f)

Quorum and voting. The Citizen Review Board shall conduct its business only with a quorum.

433 Hay Street
Fayetteville, NC 28301
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Police Citizen Review Board Procedure Manual Update

11-5-2012



City of
Fayetteville
North Carolina

CRB Working Group



The working group for CRB Procedural Manual/Ordinance development includes the following representatives:

- City Attorney
- City Communications
- Police Attorney
- Office of Professional Standards
- Interim Chief/Assistant Chiefs



CRB Procedure Manual



- Board Mission
- Membership
- Membership Eligibility
- Term
- Confidentiality
- Board Jurisdiction
- Training
- Appeal Procedures
- Hearing Procedures



Board Mission



“In pursuit of greater transparency and accountability, a Police Citizen Review Board is established. The purpose of the board is to hear cases of persons who wish to appeal results of complaint investigations.”



Board Mission



After hearing the testimony; the Board will make the following determinations:

- Was the investigation conducted by the PD sufficient?
- Were the findings of the investigation sufficient?



Membership



- Selected by the City Manager according to the City's Appointment Committee process:
 - One member with a minimum of five years prior law enforcement professional experience;
 - One member with professional personnel management experience;
 - One member with professional human relations experience
- Selected by the City Council from the general citizenry according to the City's Appointment Committee process
 - Four members and one alternate

City of
Fayetteville
North Carolina

Membership Eligibility



All members must:

- Meet the City's Boards and Commissions appointment requirements (City Ord. 2-35, CC Policy Sec. 110)
- Be twenty-one years of age and possess a government issued ID.
- Not be convicted of a felony or have pled *nolo contendere* to a felony.
- Not be convicted of a class A1, 1 or 2 misdemeanor within three years prior to appointment to the Board.



Term



- Each member shall serve for a term of three years staggered.
- Members may only serve a maximum of two consecutive terms.
- If the alternate is required to complete the balance of a term caused by a vacancy, the alternate will serve the balance of that term.



Confidentiality



Prior to serving, each Board member must sign a confidentiality agreement. This agreement will require that each member maintain as confidential any information that is not in the public record, which is classified as confidential by State law, or is otherwise lawfully classified as confidential by the City.



Training Includes



- Sixteen hours in a patrol ride-along
- A comprehensive training program administered and/or conducted by the PD that will include but not be limited to the following topics:
 - CRB Rules of Procedures
 - Investigative Stops
 - Arrest, Search and Seizure
 - Use of Force
 - Review of City Ordinances



Training continued



- Professional Standards Investigation Protocol
- Media Policies and Relationships
- Police/Community Relations Perspectives
- History and Philosophy of Law Enforcement and Police Ethics
- Cultural Sensitivity
- Interviewing and Listening Skills





Board Jurisdiction

- May consider appeals of the results of investigations of a citizen complaint for:
 - Unethical conduct and/or conduct unbecoming on police department personnel
 - Arrest, search, and seizure
- The Board may only consider appeals after the investigation has been completed and with one of these final determinations:
 - Not Sustained
 - Exonerated
 - Unfounded



Appeals Procedures



- Complaint must have been filed within 45 days of incident to be eligible for appeal.
- Appeals must be filed within 7 days of receipt of notification of the complaint disposition.
- Review appeals and determine necessity for a hearing.
- Chief of Police or designee will prepare a case summary and forward it to the Board.
- When audio or video recordings exist as a part of the complaint investigative file, they will be submitted with the case summary to the Board.
- The Board, in closed session, will consider the case summary and the request for appeal. By majority vote, the Board will determine the necessity for a hearing.

City of
Fayetteville
North Carolina



Hearing Procedures

- The Board may not hear any appeal in which a claim for damages has been presented to the City or a lawsuit has been filed in any court of competent jurisdiction regarding the subject matter of the appeal before the Board
- The hearing will proceed as follows:
 - First, the Complainant will offer evidence in support of his or her appeal.
 - Second, the Police Department officer(s) against whom the complaint has been filed, if present will be asked to testify.
 - Third, the Police Department's investigating supervisor will be asked to testify.





Hearing Procedures

- All parties present for the hearing have a right to be represented by counsel or a person of their choice.
- All parties will be sequestered during the hearing.
- No evidence may be introduced that was not provided by the complainant during the initial complaint or follow up investigation.
- After all testimony and evidence has been presented to the Board, the Board will consider its findings consistent with 4.4.
- The Board will issue findings to the City Manager and the Chief of Police.

City of
Fayetteville
North Carolina



Action by City Manager

- The City Manager will review the Board's findings; take such action as he or she deems appropriate, consistent with state law, city policy and Police Department policy, and shall advise the Police Chief of any recommended action.
- The City Manager will notify all parties and the Board within fourteen days of this communication to the Chief.
- The decision of the City Manager is final and binding on all parties.





Next Steps

- Adopt the Ordinance and PCRB Manual to be effective upon approval of the enabling legislation.
- Provide further direction to staff



CITY COUNCIL ACTION MEMO

TO: Mayor and City Council
FROM: Bart Swanson, Housing and Code Enforcement Division Manager
DATE: November 26, 2012
RE: **Uninhabitable Structures Demolition Recommendations**
834 Brewer Street
1203 West Drive
721 Wilma Street

THE QUESTION:

Would the demolition of these structures help to enhance the quality of life in the City of Fayetteville?

RELATIONSHIP TO STRATEGIC PLAN:

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

BACKGROUND:

834 Brewer Street

The City Inspector is required to correct conditions that are found to be in violation of the Dwellings and Buildings Minimum Standards. The structure is a vacant residential home that was inspected and condemned as a blighted structure on March 22, 2012. A hearing on the condition of the structure was conducted on April 11, 2012, in which the executor for the owner's estate attended. A notice of the hearing was published in the Fayetteville Observer newspaper. A subsequent Hearing Order to repair or demolish the structure within 90 days was issued and mailed to the owner on April 12, 2012. To date there have been no repairs to the structure. The utilities to this structure have been disconnected since December 2009. In the past 24 months there have been 23 calls for 911 service to the property. There has been 1 code violation case with no pending assessments. The low bid for demolition is \$1,500.00.

1203 West Drive

The City Inspector is required to correct conditions that are found to be in violation of the Dwellings and Buildings Minimum Standards. The structure is a vacant residential home that was inspected and condemned as a blighted structure on June 29, 2012. A hearing on the condition of the property was conducted on August 1, 2012, in which the owner did not attend. A notice of the hearing was published in the Fayetteville Observer newspaper. A subsequent Hearing Order to repair or demolish the structure within 60 days was issued and mailed to the owner on August 2, 2012. To date there have been no repairs to the structure. The utilities to this structure have been disconnected since November 2007. In the past 24 months there have been 7 calls for 911 service to the property. There have been 5 code violation cases with a pending assessment of \$288.92 for lot cleaning. The low bid for demolition is \$1,500.00.

721 Wilma Street

The City Inspector is required to correct conditions that are found to be in violation of the Dwellings and Buildings Minimum Standards. The structure is a vacant residential home that was inspected and condemned as a blighted structure on June 6, 2012. A hearing on the condition of the structure was conducted on June 27, 2012, in which the executor for the owner's estate attended. A notice of the hearing was published in the Fayetteville Observer newspaper. A subsequent Hearing Order to repair or demolish the structure within 90 days was issued and mailed to the executor on June 28, 2012. To date there have been no repairs to the structure. The utilities to this structure have been disconnected since September 2009. In the past 24 months there have been 27 calls for 911 service to the property. There has been 1 code violation case with a pending assessment of \$157.99 for lot cleaning. The low bid for demolition is \$1,500.00.

ISSUES:

All subject properties are sub-standard and detrimental to the surrounding neighborhood and

promote nuisances and blight, contrary to the City's Strategic Plan.

BUDGET IMPACT:

The demolition of these structures will be \$4,500.00; there will be additional costs for asbestos testing and abatement if needed.

OPTIONS:

- Adopt the ordinances and demolish the structures.
- Abstain from any action and allow the structures to remain.
- Defer any action to a later date.

RECOMMENDED ACTION:

Staff recommends that Council move to adopt the ordinances authorizing demolition of the structures.

ATTACHMENTS:

Aerial Map- 834 Brewer Street

Docket-- 834 Brewer Street

Ordinance-- 834 Brewer Street

Photo 1-- 834 Brewer Street

Photo 2-- 834 Brewer Street

Photo 3-- 834 Brewer Street

Photo 4-- 834 Brewer Street

Photo 5-- 834 Brewer Street

Photo 6-- 834 Brewer Street

Aerial Map- 1203 West Drive

Docket-- 1203 West Drive

Ordinance-- 1203 West Drive

Photo 1-- 1203 West Drive

Photo 2-- 1203 West Drive

Photo 3-- 1203 West Drive

Photo 4-- 1203 West Drive

Photo 5-- 1203 West Drive

Aerial Map-- 721 Wilma Street

Docket-- 721 Wilma Street

Ordinance-- 721 Wilma Street

Photo 1-- 721 Wilma Street

Photo 2-- 721 Wilma Street

Photo 3-- 721 Wilma Street

Photo 4-- 721 Wilma Street

Photo 5-- 721 Wilma Street

Address: 834 Brewer St Fayetteville, NC (0428-96-4925-)

Address: 834 Brewer St Fayetteville, NC (0428-96-4925-)



TO: Mayor
City Council Members
City Manager
City Attorney

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

Location	834 Brewer Street
Property Owner(s)	Kenneth B. Underwood Heirs , Dunn, NC
Date of Inspection	March 22, 2012
Date of Hearing	April 11, 2012
Finding/Facts of Scheduled Hearing	Notice to repair/demolish the structure within 90 days mailed April 12, 2012
Owner's Response	None
Appeal Taken (Board of Appeals)	No
Other	Utilities disconnected since December 2009.
	Hearing was advertised in the Fayetteville Observer April 2012.
Police Calls for Service (past 2 yrs)	23

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

This is the 26th day of November, 2012.

Frank Lewis, Jr.

Sr. Code Enforcement Administrator (Housing)

**AN ORDINANCE OF THE CITY COUNCIL
OF
FAYETTEVILLE, NORTH CAROLINA**

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

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

The City Council finds the following facts:

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

834 Brewer Street
PIN 0428-96-4925

BEING all of Lot 73, Block "F", in a subdivision known as MACK'S PARK, according to a plat of the same duly recorded in Book of Plats 21, Page 11, Cumberland County Registry and being more particularly described as follows:

BEGINNING at a point in the northern margin of Sherman Street located 55 degrees 10 minutes East 200 feet from the intersection of said street margin with the east margin of Nicky Avenue and runs as the northern margin of Sherman Street North 55 degrees 10 minutes East 50 feet; thence North 38 degrees 05 minutes West 150 feet; thence South 55 degrees 10 minutes West 50 feet; thence South 38 degrees 05 minutes East 150 feet TO THE POINT OF BEGINNING.

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

Kenneth B. Underwood, Heirs
1810 Cawdor Drive
Fayetteville, NC 28304-4939

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City having been followed, the Inspections Director duly issued and served an order requiring the owners of said property to: repair or demolish the structure on or before July 12, 2012.
- (3) And said owners without lawful cause, failed or refused to comply with said order; and the Building Inspector is authorized by said Code, and NC General Statute 160A-443(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.

- (4) The City Council has fully reviewed the entire record of said Inspections Director thereon, and finds, that all findings of fact and all orders therein of said Inspections Director are true and authorized except:

None.

- (5) That pursuant to NC General Statute 160A-443(6), the cost of \$1,500.00 shall be a lien against the real property upon which the cost was incurred.

Whereupon, it is ordained that:

SECTION 1

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

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

SECTION 2

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

SECTION 3

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

Adopted this _26th_____ day of __November_____, 2012.

CITY OF FAYETTEVILLE

BY: _____
Anthony Chavonne, Mayor

ATTEST:

Pamela Megill, City Clerk



7-1-4-1



7-1-5-1



7-1-6-1



7-1-7-1





7-1-9-1

Address: 1203 West Dr Fayetteville, NC (0438-32-7592-)

Address: 1203 West Dr Fayetteville, NC (0438-32-7592-)



TO: Mayor
City Council Members
City Manager
City Attorney

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

Location	1203 West Drive
Property Owner(s)	Beverly Eugene Smith and wife Alice Dee Smith, Fayetteville, NC
Date of Inspection	June 29, 2012
Date of Hearing	August 1, 2012
Finding/Facts of Scheduled Hearing	Notice to repair/demolish the structure within 60 days mailed August 2, 2012
Owner's Response	None
Appeal Taken (Board of Appeals)	No
Other	Utilities disconnected since November 2007.
	Hearing was advertised in the Fayetteville Observer July 2012.
Police Calls for Service (past 2 yrs)	7

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

This is the 26th day of November, 2012.

Frank Lewis, Jr.

Sr. Code Enforcement Administrator (Housing)

**AN ORDINANCE OF THE CITY COUNCIL
OF
FAYETTEVILLE, NORTH CAROLINA**

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

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

The City Council finds the following facts:

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

1203 West Drive
PIN 0438-32-7592

BEING all of Lot 75, in a subdivision known as WINDSOR TERRACE, SECTION III, and the same being duly recorded in Book of Plats 10, Page 31, Cumberland County Registry, North Carolina

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

Beverly Eugene Smith and wife Alice Dee Smith
4300 Braemer Place
Fayetteville, NC 28314

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City having been followed, the Inspections Director duly issued and served an order requiring the owners of said property to: repair or demolish the structure on or before October 2, 2012.
- (3) And said owners without lawful cause, failed or refused to comply with said order; and the Building Inspector is authorized by said Code, and NC General Statute 160A-443(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.
- (4) The City Council has fully reviewed the entire record of said Inspections Director thereon, and finds, that all findings of fact and all orders therein of said Inspections Director are true and authorized except:

None.

- (5) That pursuant to NC General Statute 160A-443(6), the cost of \$1,500.00 shall be a lien against the real property upon which the cost was incurred.

Whereupon, it is ordained that:

SECTION 1

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

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

SECTION 2

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

SECTION 3

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

Adopted this _26th_____ day of __November_____, 2012.

CITY OF FAYETTEVILLE

BY: _____
Anthony Chavonne, Mayor

ATTEST:

Pamela Megill, City Clerk





7 - 1 - 14 - 1





7-1-16-1



7-1-17-1

Address: 721 Wilma St Fayetteville, NC (0438-07-0097-)

Address: 721 Wilma St Fayetteville, NC (0438-07-0097-)



TO: Mayor
City Council Members
City Manager
City Attorney

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

Location	721 Wilma Street
Property Owner(s)	Kenneth B Underwood Heirs, Dunn, NC
Date of Inspection	June 6, 2012
Date of Hearing	June 27, 2012
Finding/Facts of Scheduled Hearing	Notice to repair/demolish the structure within 90 days mailed June 28, 2012
Owner's Response	None
Appeal Taken (Board of Appeals)	No
Other	Utilities disconnected since September 2009.
	Hearing was advertised in the Fayetteville Observer June 2012.
Police Calls for Service (past 2 yrs)	7

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

This is the 26th day of November, 2012.

Frank Lewis, Jr.

Sr. Code Enforcement Administrator (Housing)

**AN ORDINANCE OF THE CITY COUNCIL
OF
FAYETTEVILLE, NORTH CAROLINA**

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

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

The City Council finds the following facts:

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

721 Wilma Street
PIN 0438-07-0097

BEING all of Lot 45, as shown on that certain plat of the Property of H.L. Dawson, which said plat was made by Sol Rose, C.E., and is duly recorded in Plat Book 16, Page 63, in the Office of the Register of Deeds of Cumberland County, North Carolina, said lot being 50 feet by 120 feet and facing Wilma Street.

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

Kenneth B. Underwood Heirs
1810 Cawdor Drive
Fayetteville, NC 28304

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City having been followed, the Inspections Director duly issued and served an order requiring the owners of said property to: repair or demolish the structure on or before September 28, 2012.
- (3) And said owners without lawful cause, failed or refused to comply with said order; and the Building Inspector is authorized by said Code, and NC General Statute 160A-443(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.
- (4) The City Council has fully reviewed the entire record of said Inspections Director thereon, and finds, that all findings of fact and all orders therein of said Inspections Director are true and authorized except:

None.

- (5) That pursuant to NC General Statute 160A-443(6), the cost of \$1,500.00 shall be a lien against the real property upon which the cost was incurred.

Whereupon, it is ordained that:

SECTION 1

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

SECTION 2

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

SECTION 3

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

Adopted this _26th_____ day of __November_____, 2012.

CITY OF FAYETTEVILLE

BY: _____
Anthony Chavonne, Mayor

ATTEST:

Pamela Megill, City Clerk



PRIVATE
PROPERTY
NO TRESPASSING

721

DANGER







7 - 1 - 24 - 1



CITY COUNCIL ACTION MEMO

TO: Mayor and Members of the City Council
FROM: Pamela Megill, City Clerk
DATE: November 26, 2012
RE: **Monthly Statement of Taxes for October 2012**

THE QUESTION:

RELATIONSHIP TO STRATEGIC PLAN:

BACKGROUND:

ISSUES:

BUDGET IMPACT:

OPTIONS:

RECOMMENDED ACTION:

ATTACHMENTS:

Tax Statement - October 2012




CUMBERLAND
★ COUNTY ★
NORTH CAROLINA

OFFICE OF THE TAX ADMINISTRATOR

117 Dick Street, 5th Floor, New Courthouse • PO Box 449 • Fayetteville, North Carolina • 28302
Phone: 910-678-7507 • Fax: 910-678-7582 • www.co.cumberland.nc.us

MEMORANDUM

To: Pamela Megill, Fayetteville City Clerk

From: Aaron Donaldson, Tax Administrator 

Date: November 1, 2012

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 October 2012. 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 Catherine Carter at 678-7587.

AD/cc
Attachment

Celebrating Our Past...Embracing Our Future

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

DATE	REPORT #	REMITTED TO FINANCE	2012 CC	2012 VEHICLE	2012 CC REVIT	2012 VEHICLE REVIT	2012 FVT	2012 TRANSIT	2012 STORM WATER	2012 FAY STORM WATER
10/01/12	2012-066	313,263.18	214,675.53	48,632.45	294.90	68.96	4,964.23	4,964.24	5,827.39	11,654.79
10/02/12	2012-067	91,132.28	59,913.08	13,298.32	2,740.01	0.00	1,501.72	1,501.72	1,365.48	2,730.97
10/03/12	2012-068	51,282.59	32,024.85	5,462.91	0.00	0.00	690.00	690.00	977.32	1,954.66
10/04/12	2012-069	144,961.18	105,723.11	14,155.40	31.60	28.38	1,690.00	1,690.00	3,933.40	7,866.82
10/05/12	2012-070	241,929.44	63,213.95	13,858.33	10.10	0.00	1,801.57	1,801.57	50,300.81	100,601.58
10/08/12	2012-071	81,860.77	52,412.00	10,500.17	0.00	0.00	1,287.50	1,287.50	2,311.61	4,623.24
10/09/12	2012-072	281,606.59	172,639.70	59,820.08	21.25	79.28	7,083.27	7,083.26	6,720.37	13,440.75
10/10/12	2012-073	189,788.18	153,478.46	12,810.10	0.76	28.49	1,493.12	1,493.13	4,504.59	9,009.22
10/11/12	2012-074	120,747.38	87,275.18	4,652.39	8,645.98	0.00	572.32	572.33	4,042.30	8,084.63
10/12/12	2012-075	135,494.37	81,248.47	27,276.43	115.34	3.79	3,108.45	3,108.45	2,787.89	5,575.76
10/15/12	2012-076	191,673.30	122,538.16	36,849.41	38.04	46.17	4,330.23	4,330.22	2,886.24	5,772.46
10/16/12	2012-077	73,092.16	50,327.49	10,336.04	0.99	11.12	1,326.55	1,326.55	841.72	1,683.43
10/17/12	2012-078	77,891.20	54,327.85	6,813.36	26.79	0.00	765.00	765.00	1,452.79	2,905.57
10/18/12	2012-079	88,167.76	55,306.11	13,935.56	559.08	24.10	1,472.57	1,472.58	1,822.64	3,645.31
10/19/12	2012-080	6,832,796.41	6,134,182.72	11,715.60	1,366.61	0.00	1,310.00	1,310.00	113,050.73	226,101.45
10/22/12	2012-081	153,336.16	102,068.14	20,013.31	39.77	14.53	2,217.68	2,217.69	4,659.59	9,319.15
10/23/12	2012-082	137,325.75	105,002.28	12,684.85	108.71	0.00	1,253.21	1,253.20	3,044.58	6,089.20
10/24/12	2012-083	40,558.84	27,001.43	4,723.67	0.00	0.00	562.92	562.92	762.78	1,525.56
10/25/12	2012-084	100,252.25	71,472.60	12,551.52	42.98	76.62	1,425.00	1,425.00	1,800.00	3,600.00
10/26/12	2012-085	82,423.60	51,282.24	12,324.35	85.23	0.00	1,233.67	1,233.67	2,848.64	5,697.29
10/29/12	2012-086	208,312.63	146,823.36	29,610.97	667.01	0.00	3,103.60	3,103.60	3,954.70	7,909.41
10/30/12	2012-087	124,095.44	93,854.24	10,894.14	963.68	0.00	1,211.45	1,211.45	2,162.31	4,324.63
10/31/12	2012-088	98,006.64	62,989.78	17,355.49	13.24	4.71	1,726.28	1,726.28	1,427.98	2,855.94
TOTALS		9,859,998.10	8,099,780.73	410,274.85	15,772.07	386.15	46,130.34	46,130.36	223,485.86	446,971.82

TRUE

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

FVT: FAYETTEVILLE VEHICLE TAX (\$5.00)

FAYETTEVILLE MACC LEDGER

OCTOBER 2012

2002-2012

2012 FAY RECYCLE FEE	2012 ANNEX	2011 CC	2011 VEHICLE	2011 CC REVIT	2011 VEH REVIT	2011 FVT	2011 TRANSIT	2011 STORM WATER	2011 FAY STORM WATER	2011 FAY RECYCLE FEE	2011 ANNEX
8,083.62	0.00	1,902.02	5,839.10	34.56	0.00	718.61	718.61	89.44	178.87	245.22	0.00
2,842.04	0.00	1,360.55	1,901.07	0.00	0.00	360.00	360.00	39.75	79.51	125.89	0.00
1,840.86	0.00	1,503.40	3,183.73	0.00	0.00	468.42	468.43	56.55	113.12	217.10	0.00
4,884.22	0.00	1,024.65	2,002.79	0.00	0.00	346.13	346.14	48.00	96.00	152.00	0.00
3,067.87	0.00	1,167.05	3,240.86	0.00	0.00	499.54	499.53	24.00	48.00	76.00	0.00
2,038.13	0.00	1,242.73	2,837.42	0.00	0.00	350.80	350.79	17.19	34.37	54.42	0.00
8,361.18	0.00	1,576.58	2,478.27	0.00	0.00	377.15	377.15	47.52	95.04	172.01	0.00
3,396.57	0.00	737.13	2,028.91	0.00	0.00	254.81	254.81	19.21	38.42	60.84	0.00
2,000.61	0.00	1,663.38	1,776.80	0.00	0.00	313.52	313.53	36.00	72.00	114.00	0.00
4,231.76	0.00	2,023.08	3,529.88	0.00	0.00	545.00	545.00	12.00	24.00	38.00	0.00
6,213.75	0.00	745.01	4,999.01	0.00	0.00	699.71	699.70	3.25	6.51	10.31	0.00
1,734.61	0.00	(76.38)	3,270.76	0.00	0.00	463.60	463.59	33.90	67.80	107.35	0.00
4,828.49	0.00	2,302.40	2,222.81	0.00	0.00	346.22	346.22	24.00	48.00	76.00	0.00
3,339.72	0.00	1,521.27	2,622.17	0.00	0.00	320.00	320.00	75.31	150.63	238.50	0.00
336,371.96	0.00	1,565.49	3,243.83	0.00	0.00	455.00	455.00	48.00	96.00	228.00	0.00
6,437.56	0.00	537.50	3,295.68	0.00	0.00	380.00	380.00	31.06	62.12	98.36	0.00
3,750.16	0.00	705.24	1,654.07	0.00	0.00	245.00	245.00	32.29	64.57	102.24	0.00
1,503.48	0.00	1,292.57	1,812.50	0.00	0.00	260.00	260.00	14.35	28.70	52.89	0.00
2,736.00	0.00	1,277.17	1,557.09	0.00	0.00	295.23	295.25	41.78	83.54	132.27	0.00
2,788.69	0.00	1,206.15	1,784.25	0.00	0.00	260.14	260.14	33.12	66.23	133.73	0.00
5,396.91	0.00	1,767.90	3,015.61	0.00	0.00	423.98	423.99	111.67	223.33	353.61	0.00
5,403.34	0.00	1,151.74	1,569.50	0.00	0.00	280.98	280.98	55.11	110.22	174.51	0.00
2,393.91	0.00	2,265.06	3,172.56	68.15	0.00	360.00	360.00	36.00	72.00	76.00	0.00
423,645.44	0.00	30,461.69	63,038.67	102.71	0.00	9,023.84	9,023.86	929.50	1,858.98	3,039.25	0.00

FAYETTEVILLE MACC LEDGER

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2002-2012

2010 CC	2010 VEHICLE	2010 CC REVIT	2010 VEHICLE REVIT	2010 FVT	2010 TRANSIT	2010 STORM WATER	2010 FAY STORM WATER	2010 FAY RECYCLE FEE	2010 ANNEX	2009 CC	2009 VEHICLE	2009 CC REVIT
975.87	271.54	46.74	0.00	56.94	56.94	36.00	72.00	76.00	0.00	94.86	133.22	0.00
112.55	55.86	0.00	0.00	30.00	30.00	4.36	8.72	13.82	0.00	5.75	0.00	0.00
340.75	60.87	0.00	0.00	50.00	50.00	0.00	0.00	0.00	0.00	182.65	63.51	0.00
54.70	151.83	0.00	0.00	40.00	40.00	0.00	0.00	0.00	0.00	0.00	35.49	0.00
247.90	63.75	0.00	0.00	25.00	25.00	12.00	24.00	38.00	0.00	84.78	13.85	0.00
511.15	219.25	0.00	0.00	30.00	30.00	12.00	24.00	38.00	0.00	467.54	60.48	0.00
105.54	184.88	0.00	0.00	20.00	20.00	0.00	0.00	0.00	0.00	63.84	8.07	0.00
63.13	(40.13)	0.00	0.00	5.00	5.00	4.33	8.66	13.71	0.00	41.04	(86.96)	0.00
0.00	23.99	0.00	0.00	8.18	8.18	0.00	0.00	0.00	0.00	0.00	3.78	0.00
0.00	229.36	0.00	0.00	53.97	53.97	0.00	0.00	0.00	0.00	11.40	59.33	0.00
104.38	38.04	0.00	0.00	21.50	21.51	0.00	0.00	0.00	0.00	0.00	84.67	0.00
78.34	37.78	0.00	0.00	48.06	48.06	0.00	0.00	0.00	0.00	0.00	56.22	0.00
73.30	42.95	0.00	0.00	20.00	20.00	0.00	0.00	0.00	0.00	0.00	16.05	0.00
63.02	147.18	0.00	0.00	35.00	35.00	0.00	0.00	0.00	0.00	0.00	8.85	0.00
179.66	158.70	0.00	0.00	25.00	25.00	0.00	0.00	0.00	0.00	6.06	67.28	0.00
352.30	136.11	0.00	0.00	35.00	35.00	0.00	0.00	0.00	0.00	163.32	5.69	0.00
324.67	76.07	0.00	0.00	25.00	25.00	12.00	24.00	38.00	0.00	0.00	32.74	0.00
56.76	(58.20)	0.00	0.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	(104.49)	0.00
0.00	142.51	0.00	0.00	25.00	25.00	0.00	0.00	0.00	0.00	0.00	90.44	0.00
114.05	224.03	0.00	0.00	60.00	60.00	0.00	0.00	0.00	0.00	0.00	19.08	0.00
96.44	238.58	5.91	0.00	25.00	25.00	12.00	24.00	38.00	0.00	53.00	5.57	0.00
0.00	(52.72)	0.00	0.00	3.71	3.72	0.00	0.00	0.00	0.00	0.00	(92.76)	0.00
167.15	139.04	0.00	0.00	29.90	29.90	0.00	0.00	0.00	0.00	15.96	58.48	0.00
4,021.66	2,491.27	52.65	0.00	677.26	677.28	92.69	185.38	255.53	0.00	1,190.20	538.59	0.00

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2002-2012

2009 VEH REVIT	2009 FVT	2009 TRANSIT	2009 STORM WATER	2009 FAY STORM WATER	2009 FAY RECYCLE	2009 ANNEX	2008 & PRIOR CC	2008 & PRIOR VEH	2008 & PRIOR CC REVIT	2008 & PRIOR VEH REVIT	2008 & PRIOR FVT	2008 & PRIOR TRANSIT
0.00	34.13	34.14	12.00	24.00	38.00	0.00	143.38	471.76	0.00	0.00	59.66	35.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.69	96.33	0.00	0.00	50.00	0.00
0.00	15.00	15.00	0.00	0.00	0.00	0.00	0.00	141.80	0.00	0.00	15.00	10.00
0.00	15.00	15.00	0.00	0.00	0.00	0.00	0.00	51.43	0.00	0.00	5.00	5.00
0.00	10.00	10.00	12.00	24.00	38.00	0.00	74.64	201.48	0.00	0.00	30.00	0.00
0.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	175.11	0.00	0.00	25.00	5.00
0.00	5.52	5.53	0.00	0.00	0.00	0.00	0.00	5.27	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(224.94)	0.00	0.00	(20.00)	(10.00)
0.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	37.04	0.00	0.00	15.00	0.00
0.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	41.27	0.00	0.00	10.00	0.00
0.00	15.00	15.00	0.00	0.00	0.00	0.00	11.41	135.15	0.00	0.00	25.00	0.00
0.00	5.00	5.00	0.00	0.00	0.00	0.00	19.07	117.45	0.00	0.00	30.00	0.00
0.00	9.53	9.54	0.00	0.00	0.00	0.00	0.00	15.35	0.00	0.00	10.00	5.00
0.00	5.00	5.00	0.00	0.00	0.00	0.00	73.47	151.43	0.00	0.00	30.00	0.00
0.00	15.00	15.00	0.00	0.00	0.00	0.00	0.00	99.12	0.00	0.00	20.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	73.01	0.00	0.00	25.00	0.00
0.00	9.30	9.30	0.00	0.00	0.00	0.00	28.60	30.41	0.00	0.00	5.00	0.00
0.00	(5.00)	(5.00)	0.00	0.00	0.00	0.00	0.00	(31.94)	0.00	0.00	0.00	5.00
0.00	16.98	16.98	0.00	0.00	0.00	0.00	128.32	223.97	0.00	0.00	20.00	5.00
0.00	15.00	15.00	0.00	0.00	0.00	0.00	0.00	144.40	0.00	0.00	30.00	5.00
0.00	5.00	5.00	0.00	0.00	0.00	0.00	5.30	60.59	0.00	0.00	15.00	10.00
0.00	4.48	4.47	0.00	0.00	0.00	0.00	0.00	119.40	0.00	0.00	20.00	5.00
0.00	15.00	15.00	0.00	0.00	0.00	0.00	0.00	51.81	0.00	0.00	17.12	7.13
0.00	204.94	204.96	24.00	48.00	76.00	0.00	490.88	2,186.70	0.00	0.00	436.78	87.13

FAYETTEVILLE MACC LEDGER

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2002-2012

2008 & PRIOR STORM WATER	2008 & PRIOR FAY STORM WATER	2008 & PRIOR FAY RECYCLE FEE	2008 & PRIOR ANNEX	INTEREST	REVIT INTEREST	STORM WATER INTEREST	FAY STORM WATER INTEREST	ANNEX INTEREST	FAY RECYCLE INTEREST	FAY TRANSIT INTEREST	TOTAL TAX & INTEREST
72.00	48.00	42.00	0.00	1,261.01	4.84	60.57	52.87	0.00	63.56	93.61	313,263.18
0.00	0.00	0.00	0.00	527.59	0.00	3.80	7.57	0.00	11.98	47.15	91,132.28
0.00	0.00	0.00	0.00	590.32	0.00	7.02	8.95	0.00	17.53	62.84	51,282.59
0.00	0.00	0.00	0.00	452.29	0.01	4.22	8.41	0.00	13.19	50.97	144,961.18
0.00	0.00	0.00	0.00	685.90	0.00	7.04	14.08	0.00	22.29	54.97	241,929.44
0.00	0.00	0.00	0.00	826.41	0.00	4.29	8.56	0.00	13.57	52.54	81,860.77
0.00	0.00	0.00	0.00	717.47	0.04	4.74	9.50	0.00	18.37	64.96	281,606.59
0.00	0.00	0.00	0.00	372.50	0.00	2.49	5.01	0.00	7.91	32.86	189,788.18
0.00	0.00	0.00	0.00	446.77	0.00	3.01	6.01	0.00	9.52	40.93	120,747.38
0.00	0.00	0.00	0.00	766.08	0.00	1.07	2.13	0.00	3.38	79.11	135,494.37
0.00	0.00	0.00	0.00	934.44	0.08	0.02	0.05	0.00	0.08	98.79	191,673.30
0.00	0.00	0.00	0.00	650.32	0.00	3.38	6.75	0.00	10.69	56.92	73,092.16
0.00	0.00	0.00	0.00	369.00	0.00	1.36	2.74	0.00	4.33	41.55	77,891.20
0.00	0.00	0.00	0.00	698.41	0.00	7.65	15.30	0.00	24.20	42.70	88,167.76
0.00	0.00	0.00	0.00	600.98	0.00	4.10	8.20	0.00	19.71	52.21	6,832,796.41
0.00	0.00	0.00	0.00	663.67	0.00	3.79	7.59	0.00	12.00	51.54	153,336.16
0.00	0.00	0.00	0.00	393.73	0.00	4.27	8.54	0.00	13.52	31.00	137,325.75
0.00	0.00	0.00	0.00	284.11	0.00	2.15	4.30	0.00	10.21	27.17	40,558.84
12.00	24.00	42.00	0.00	583.03	0.34	7.54	15.08	0.00	25.32	36.69	100,252.25
0.00	0.00	0.00	0.00	437.21	0.00	2.95	5.88	0.00	11.88	41.58	82,423.60
0.00	0.00	0.00	0.00	669.39	0.49	12.80	25.63	0.00	40.54	49.74	208,312.63
0.00	0.00	0.00	0.00	379.76	0.00	3.33	6.65	0.00	10.53	31.59	124,095.44
0.00	0.00	0.00	0.00	492.24	5.04	3.19	6.38	0.00	6.74	43.18	98,006.64
84.00	72.00	84.00	0.00	13,802.63	10.84	154.78	236.18	0.00	371.05	1,184.60	9,859,998.10