



FAYETTEVILLE CITY COUNCIL
AGENDA
JUNE 25, 2012
7:00 P.M.
City Hall Council Chambers

1.0 CALL TO ORDER

2.0 INVOCATION

3.0 PLEDGE OF ALLEGIANCE

4.0 APPROVAL OF AGENDA

5.0 CONSENT

5.1 Community Development - Approval of a second amendment to Memorandum of Understanding with Fayetteville State University for the demolition and transfer of the Washington Drive Jr. High School.

5.2 Community Development - Approval of relocation provisions for properties acquired in the HOPE VI Business Park Devevelopment.

5.3 Capital Project Ordinance Amendment 2012-22 (Land and Related Design/Engineering Costs for the Transit Multi-Modal Center)

5.4 Capital Project Ordinance Amendment 2012-23 (Transportation Municipal Agreements)

5.5 Capital Project Ordinance Closeout 2012-9 and Special Revenue Fund Project Ordinance Closeouts 2012-6 through 2012-7

5.6 P12-37F Rezoning from CC Community Commercial to DT Downtown District located at 301 Bragg Blvd. Containing 5.2 acres more or less and being the property of City of Fayetteville.

5.7 Approve FAA Reimbursable Agreement and Capital Project Ordinance #2012-10 for the FAA Resident Engineer and Project Engineer during FAY's Runway 04 Safety Area Project and Taxiway "A" Extension.

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~~~~~U` a|aWorks Commission

5.9 Bid Award - Morganton Road 16" Ductile Iron Water Main Improvements

5.10 Tentative award of contract for Clearwell Rehabilitation and Chemical Feed Systems Improvements for P.O. Hoffer and Glenville Lake Water Treatment Facilities, Contract No. 11, WIF #1665

5.11 Special Revenue Fund Project Ordinances 2013-1 and 2013-2 (FY2012-2013 CDBG and HOME Program Budgets)

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 Text Amendment request by Dr. Alfred J. Bost, Jr., representing Koala Daycare Center, to amend City Code Section 30-4.C.3(a)(1) Child Care Centers (non-residential), to delete the separation requirement for child care centers [from bars, nightclubs or cocktail lounges].
Presenter(s): Karen S. Hilton, AICP Manager, Planning and Zoning Division

6.2 Text Amendment request by American Towers LLC to amend City Code Section 30-4.C.3(i)(4) Freestanding Towers, to allow required separation and setback standards to be considered during the special use permit process and waived or reduced by City Council upon finding good cause
Presenter(s): Karen S. Hilton, AICP Manager, Planning and Zoning Division

7.0 OTHER ITEMS OF BUSINESS

7.1 Uninhabitable Structures Demolition Recommendations

- 603 Carthage Drive
- 1607 Coley Drive
- 912 Weiss Avenue

Presenter(s): Scott Shuford, Development Services Director

8.0 ADMINISTRATIVE REPORTS

8.1 Monthly Statement of Taxes for May 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

June 25, 2012 - 7:00 p.m.

COMMUNITY CHANNEL 7

COUNCIL MEETING WILL BE RE-AIRED

June 27, 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 Members
FROM: Victor Sharpe, Community Development Director
DATE: June 25, 2012
RE: **Community Development - Approval of a second amendment to Memorandum of Understanding with Fayetteville State University for the demolition and transfer of the Washington Drive Jr. High School.**

THE QUESTION:

Is amending the Memorandum of Understanding with Fayetteville State University to allow additional time necessary to demolish the Washington Drive Jr. High School in the citizen's interest?

RELATIONSHIP TO STRATEGIC PLAN:

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

BACKGROUND:

- On January 24, 2011, City Council approved a Memorandum of Understanding (MOU) with Fayetteville State University for the demolition and transfer of the Washington Drive Jr. High School property by October 1, 2011.
- Due to delays, the City subsequently approved an amendment to the Memorandum of Understanding allowing additional time to complete the demolition and transfer of property to June 30, 2012.
- The City is now ready to proceed with the demolition, however additional time is needed to meet the timeframe of the MOU.
- This amendment extends the deadline for completion of the demolition and transfer of the property to December 31, 2012.

ISSUES:

- The contract award to demolish the school is on this agenda for approval.

BUDGET IMPACT:

- No additional budget impacts.
- Funding has been allocated in the Development Services Department's budget for the demolition and will be reimbursed by Fayetteville State University.

OPTIONS:

- Approve Amendment to Memorandum of Understanding (RECOMMENDED).
- Do not approve Amendment to Memorandum of Understanding.
- Provide additional direction to staff.

RECOMMENDED ACTION:

Approve the Second Amendment to Memorandum of Understanding with Fayetteville State University for additional time for the demolition and transfer of the Washington Drive Jr. High School property.

ATTACHMENTS:

Memorandum of Understanding

STATE OF NORTH CAROLINA

SECOND AMENDMENT TO

CITY OF FAYETTEVILLE

MEMORANDUM OF UNDERSTANDING

THIS SECOND AMENDMENT to the MEMORANDUM OF UNDERSTANDING between Fayetteville State University and the City of Fayetteville is made and entered into this the 25th day of June, 2012, by and between the CITY OF FAYETTEVILLE, a municipal corporation duly organized and existing under the laws of the State of North Carolina (hereinafter referred to as "CITY"), and FAYETTEVILLE STATE UNIVERSITY, a constituent institution of the University of North Carolina, (hereinafter referred to as "UNIVERSITY"):

WITNESSETH:

The CITY and UNIVERSITY entered into a certain Memorandum of Understanding (hereinafter "Agreement") on January 24th, 2011; and

The CITY and UNIVERSITY amended the Agreement on September 12, 2011 extending the date of completion; and

The CITY and UNIVERSITY recognize that due to circumstances beyond the parties' control which has delayed the bidding of the demolition work, the transfer of the Washington Drive Jr. High School site is necessarily delayed; and

The CITY and UNIVERSITY desire to amend Section A. 6. of the Agreement to amend the date by which CITY will transfer the site to UNIVERSITY and extend the transfer date by an additional six months,

THEREFORE, in consideration of the mutual premises, covenants, and undertakings set forth herein, the CITY and UNIVERSITY agree to amend the Agreement entered into on January 24th, 2011, and revised on September 12, 2011 by revising Section A. 6. to read as follows:

Amended Section A. 6.

Contingent upon the funding and approvals described in Paragraphs B.1. and B.2. of the Agreement executed by the parties on January 24th, 2011, amended on September 12, 2011, the CITY shall transfer the Washington Drive Jr. High School site at no cost to University or one of its affiliates no later than December 31, 2012, after having completed the demolition work according to the terms set forth in Section A. of the January 24th, 2011, Agreement.

THE PARTIES FURTHER AGREE that all other terms of the January 24th, 2011, Agreement remain in effect as stated in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:

CITY OF FAYETTEVILLE

PAMELA MEGILL, City Clerk

By: _____
KRISTOFF BAUER, Interim City Manager
City of Fayetteville, North Carolina

Approved for legal sufficiency:

By: _____
KAREN M. MCDONALD, City Attorney

FAYETTEVILLE STATE UNIVERSITY

By: _____
ROBERT BOTLEY, Vice Chancellor
For Business and Finance

Approved for legal sufficiency:

Dated _____

By: _____
WANDA JENKINS, General Counsel

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

LISA T. SMITH, Chief Financial Officer

CITY COUNCIL ACTION MEMO

TO: Mayor and City Council Members
FROM: Victor Sharpe, Community Development Director
DATE: June 25, 2012
RE: **Community Development - Approval of relocation provisions for properties acquired in the HOPE VI Business Park Devevelopment.**

THE QUESTION:

Is acquiring subject properties consistent with the City's commitment to the HOPE VI Revitalization Project?

RELATIONSHIP TO STRATEGIC PLAN:

Greater Tax Base - Strong Local Economy and More Attractive City - Clean and Beautiful.

BACKGROUND:

- The City has allocated one million dollars to acquire land for the development of a business campus consistent with its commitment for the HOPE VI Revitalization project.
- City Council approved the Gillespie Street, Blount Street and Chase Street location on December 13, 2010.
- It was decided then that a decision on relocation and condemnation would come back to City Council for consideration.
- To date, the City has acquired **22** of the 40 parcels. Negotiations are underway for **7** additional parcels (3 of those are problematic). Offers have been mailed to **11** other property owners.
- The City is working with the Fayetteville-Cumberland County Chamber of Commerce to determine the use of the site. The Chamber has hired MSI/KKG along with Thomas Point Associates to provide professional market analytics, site planning and design services.

ISSUES:

- Because the City is not using federal funds for this project, we are not required to follow the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) for the occupied properties.
- Staff recommends moving forward with the acquisition of the occupied properties and providing the following assistance up to \$5,000 per property to the tenant or owner occupant: moving costs, deposits (rent & utilities), 3 months rental assistance and relocation assistance (staff assistance in locating suitable housing).
- Three properties are occupied with tenants and two are owner-occupied.
- Currently there are two parcels that have been acquired that have structures on them that will need to be demolished.
- An additional parcel acquired is the former residence of Dr. E. E. Smith. We have been in discussion with Fayetteville State University to determine if they have an interest in preserving the structure. The consultant's plans will include recommendations on the best way to deal with the Dr. E.E. Smith house.

BUDGET IMPACT:

- \$1 million dollars has been committed and budgeted for this project as part of the HOPE VI Revitalization project.

OPTIONS:

- Approve relocation assistance up to \$5,000 for each occupied property. (RECOMMENDED).
- Do not approve relocation assistance.
- Provide additional direction to staff.

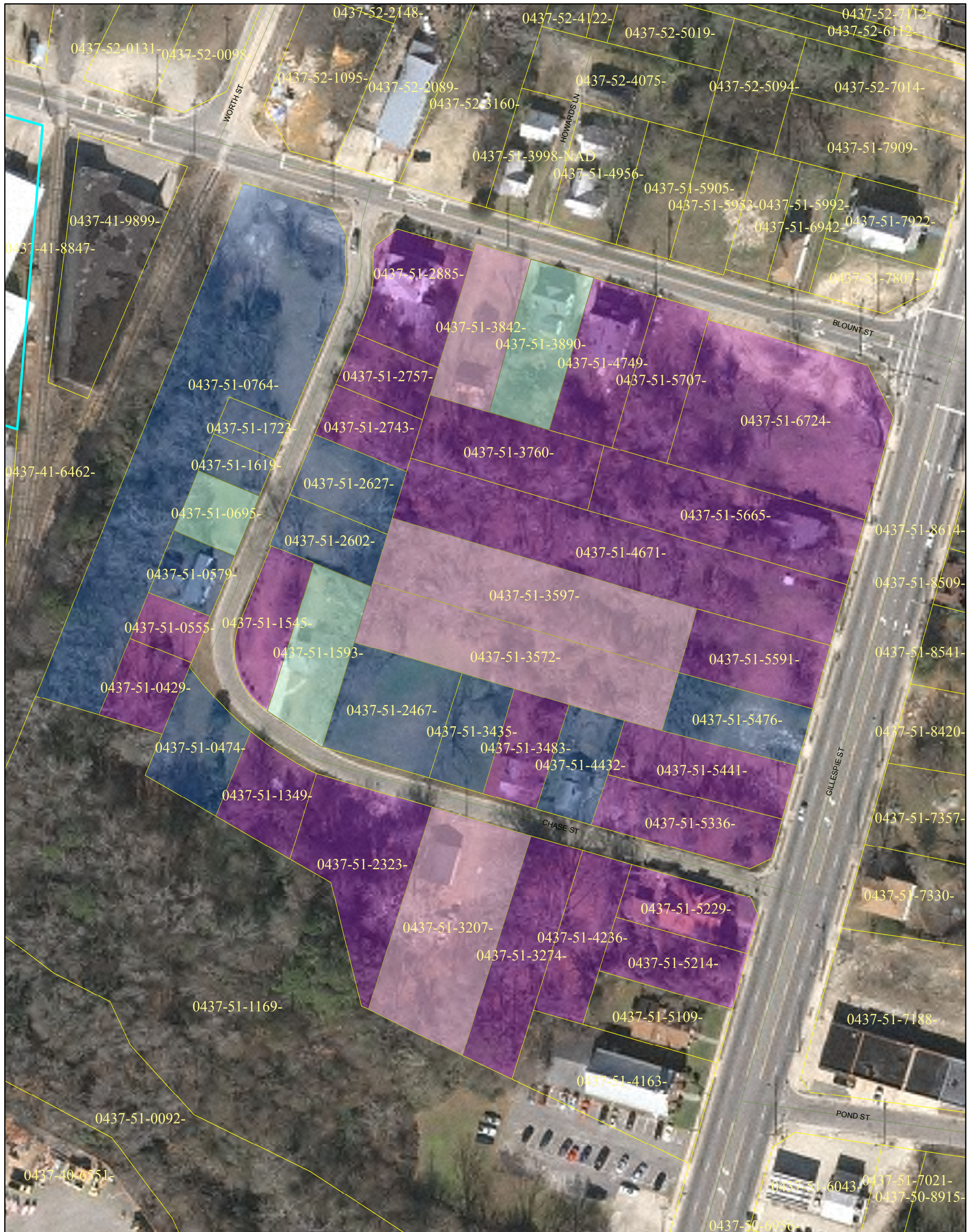
RECOMMENDED ACTION:

Approve relocation assistance up to \$5,000 per property to the tenant or owner occupant to include moving costs, deposits (rent & utilities), 3 months rental assistance and relocation assistance (staff assistance in locating suitable housing).

ATTACHMENTS:

HOPE VI Business Park Progress Map

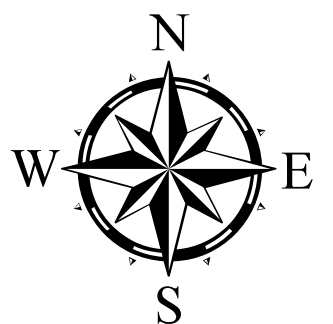
Hope Six Business Park



Date: 5/16/2012

Legend

- Under_Negotiation
- Offers_Acquired
- Offers_Mailed
- Negotiations_w_Problems



CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Lisa Smith, Chief Financial Officer
DATE: June 25, 2012
RE: **Capital Project Ordinance Amendment 2012-22 (Land and Related Design/Engineering Costs for the Transit Multi-Modal Center)**

THE QUESTION:

This amendment will increase the budget for the Transit Multi-Modal Center land acquisition project by \$38,375.

RELATIONSHIP TO STRATEGIC PLAN:

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

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

BACKGROUND:

- In May 2009, Council established a project budget to purchase land for the future Transit Multi-Modal Center. General Fund resources were used to fund this project.
- This amendment will increase the project budget by \$38,375 to provide funding for certain design/engineering costs to include geo-technical work and monitoring. The source of funds for the amendment is a transfer from the General Fund.
- The geo-technical work and monitoring costs are not covered by the existing Multi-Modal Center grant; however, the City expects to be reimbursed for these costs from a future grant.
- If the amendment is approved, the revised project budget will be \$372,144.

ISSUES:

None.

BUDGET IMPACT:

See background information above.

OPTIONS:

- 1) Adopt Capital Project Ordinance Amendment 2012-22.
- 2) Do not adopt Capital Project Ordinance Amendment 2012-22.

RECOMMENDED ACTION:

Adopt Capital Project Ordinance Amendment 2012-22.

ATTACHMENTS:

Capital Ordinance Amendment 2012-22

CAPITAL PROJECT ORDINANCE AMENDMENT
CHANGE 2012-22 (CPO 2009-24)

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

Section 1. The project change authorized is to Capital Project Ordinance 2009-24, adopted May 26, 2009, as amended, for the purchase of land and related design/engineering costs associated with the development of the Transit Multi-Modal Center.

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

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

| | <u>Listed As</u> | <u>Amendment</u> | <u>Revised</u> |
|-----------------------|-------------------|------------------|-------------------|
| General Fund Transfer | <u>\$ 333,769</u> | <u>\$ 38,375</u> | <u>\$ 372,144</u> |

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

| | | | |
|----------------------|-------------------|------------------|-------------------|
| Project Expenditures | <u>\$ 333,769</u> | <u>\$ 38,375</u> | <u>\$ 372,144</u> |
|----------------------|-------------------|------------------|-------------------|

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

Adopted this 25th day of June, 2012.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of Council
FROM: Lisa Smith, Chief Financial Officer
DATE: June 25, 2012
RE: **Capital Project Ordinance Amendment 2012-23 (Transportation Municipal Agreements)**

THE QUESTION:

This Capital Project Ordinance Amendment will remove \$5,000 in Federal Highway Administration funds that was budgeted as part of a Municipal Agreement with the North Carolina Department of Transportation that has subsequently been deleted.

RELATIONSHIP TO STRATEGIC PLAN:

Vision Principles A and F: A clean and safe community with controlled access and efficient traffic flow.

BACKGROUND:

- Due to budget reductions, the North Carolina Department of Transportation determined several Transportation Projects fell below their revised threshold for Highway Administration required modeling and were deleted.
- The installation of highway-railroad grade crossing signals and gates at the intersection of McLamb Drive and CSX Transportation (Z-5206D) was deleted from the Rail Division's Transportation Improvement Program.
- The attached Capital Project Ordinance Amendment details the budget revenues and expenditures that will be revised as well as the budget that remains for other projects within the municipal transportation agreements ordinance.

ISSUES:

None.

BUDGET IMPACT:

As stated above.

OPTIONS:

1. Adopt Capital Project Ordinance Amendment 2012-23
2. Do not adopt Capital Project Ordinance Amendment 2012-23

RECOMMENDED ACTION:

Adopt Capital Project Ordinance Amendment 2012-23

ATTACHMENTS:

CPOA 2012-23 Transportation Municipal Agreements

CAPITAL PROJECT ORDINANCE AMENDMENT
CHANGE 2012-23 (CPO 2010-13)

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

Section 1. The project change authorized is to Capital Project Ordinance 2010-13, adopted November 9, 2009, as amended, for the funding of various transportation and railroad crossing safety improvement projects committed under Municipal Agreements with the North Carolina Department of Transportation.

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 |
|--|---------------------|-------------------|---------------------|
| North Carolina Department of Transportation | \$ 15,710 | \$ - | \$ 15,710 |
| Federal Highway Administration
(Pass-through State TEA21 Funds) | 10,000 | (5,000) | 5,000 |
| General Fund Transfer | 3,624,695 | - | 3,624,695 |
| | <u>\$ 3,650,405</u> | <u>\$ (5,000)</u> | <u>\$ 3,645,405</u> |

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

| | | | |
|----------------------|---------------------|-------------------|---------------------|
| Project Expenditures | <u>\$ 3,650,405</u> | <u>\$ (5,000)</u> | <u>\$ 3,645,405</u> |
|----------------------|---------------------|-------------------|---------------------|

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

Adopted this 25th day of June, 2012.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of Council
FROM: Lisa Smith, Chief Financial Officer
DATE: June 25, 2012
RE: **Capital Project Ordinance Closeout 2012-9 and Special Revenue Fund Project Ordinance Closeouts 2012-6 through 2012-7**

THE QUESTION:

Staff requests Council to approve the closeout of one Capital Project Ordinance and the closeout of two Special Revenue Fund Project Ordinances as follows:

Capital Project Ordinance Closeout 2012-9 (FY2010 Street Resurfacing)
Special Revenue Fund Project Ordinance Closeout 2012-6 (FY2010 Juvenile Restitution Program)
Special Revenue Fund Project Ordinance Closeout 2012-7 (Gangs Across the Carolinas Training Conference 2010)

RELATIONSHIP TO STRATEGIC PLAN:

Goal 2: More Efficient City Government - Cost-Effective Service Delivery
Goal 3: Growing City, Livable Neighborhoods - A Great Place to Live

BACKGROUND:

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

ISSUES:

None.

BUDGET IMPACT:

As outlined above.

OPTIONS:

1. Adopt the Capital Project Ordinance Closeout and Special Revenue Fund Project Closeouts.
2. Do not adopt the Capital Project Ordinance Closeout and Special Revenue Fund Project Closeouts.

RECOMMENDED ACTION:

Adopt the Capital Project Ordinance Closeout and Special Revenue Fund Project Closeouts.

ATTACHMENTS:

Capital Project Ordinance Closeout 2012-9
Special Revenue Fund Project Ordinance Closeout 2012-6
Special Revenue Fund Project Ordinance Closeout 2012-7

CAPITAL PROJECT ORDINANCE CLOSEOUT
CLO 2012-9 (CPO 2010-1)

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 capital project ordinance is hereby closed:

Section 1. The project closing authorized is to Capital Project Ordinance 2010-1, adopted June 22, 2009 with an effective date of July 1, 2009, for the FY2010 street resurfacing project and miscellaneous street improvements.

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

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

| | <u>Budget</u> | <u>Actual</u> |
|-----------------------|---------------|---------------|
| General Fund Transfer | \$ 3,178,332 | \$ 3,178,332 |

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

| | <u>Budget</u> | <u>Actual</u> |
|----------------------|---------------|---------------|
| Project Expenditures | \$ 3,178,332 | \$ 3,178,332 |

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

Adopted this 25th day of June, 2012.

SPECIAL REVENUE FUND PROJECT ORDINANCE CLOSEOUT
CLO 2012-6 (SRO 2010-14)

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

Section 1. The project closing authorized is to Special Revenue Project Ordinance 2010-14, adopted December 14, 2009, for the funding of the FY2010 Juvenile Restitution Program awarded by the NC Department of Juvenile Justice and Delinquency Prevention.

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

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

| | <u>Budget</u> | <u>Actual</u> |
|--|-------------------|------------------|
| NC Dept of Juvenile Justice and Delinquency Prevention | \$ 82,566 | 38,020 |
| Local Match - Cumberland County | 12,152 | 2,129 |
| Local Match - City of Fayetteville | 12,151 | 10,544 |
| Local In-Kind Match - City of Fayetteville | <u>26,390</u> | <u>23,834</u> |
| | <u>\$ 133,259</u> | <u>\$ 74,527</u> |

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

| | <u>Budget</u> | <u>Actual</u> |
|----------------------|-------------------|------------------|
| Project Expenditures | <u>\$ 133,259</u> | <u>\$ 74,527</u> |

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

Adopted this 25th day of June, 2012.

SPECIAL REVENUE FUND PROJECT ORDINANCE CLOSEOUT
CLO 2012-7 (SRO 2011-4)

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

Section 1. The project closing authorized is to Special Revenue Project Ordinance 2011-4, adopted August 9, 2010, for the funding of the Gangs Across the Carolinas Training Conference 2010 awarded by the NC Department of Crime Control and Public Safety - Governor's Crime Commission.

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

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

| | <u>Budget</u> | <u>Actual</u> |
|--|-------------------------|-------------------------|
| NC Dept of Crime Control and Public Safety | \$ 50,734 | 38,752 |
| Local Match - N.C. Gang Investigator's Association | <u>16,911</u> | <u>12,917</u> |
| | <u><u>\$ 67,645</u></u> | <u><u>\$ 51,669</u></u> |

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

| | <u>Budget</u> | <u>Actual</u> |
|----------------------|-------------------------|-------------------------|
| Project Expenditures | <u><u>\$ 67,645</u></u> | <u><u>\$ 51,669</u></u> |

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

Adopted this 25th day of June, 2012.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Craig Harmon, AICP, CZO - Planner II
DATE: June 25, 2012
RE: **P12-37F Rezoning from CC Community Commercial to DT Downtown District located at 301 Bragg Blvd. Containing 5.2 acres more or less and being the property of City of Fayetteville.**

THE QUESTION:

Does the rezoning to Downtown 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: City of Fayetteville
Applicant: City of Fayetteville
Requested Action: CC to DT
Property Address: 301 Bragg Blvd
Council District: 2
Status of Property: Commercial
Size: 5.2 acres +/-
Existing Land Use: Vacant (Former hotel site) and segment of Freedom Trail
Adjoining Land Use & Zoning:
North - CC & SF-10
South - OI, MR-5, CC & HLO - Freedom Memorial Park, Medical Complex and Historic District
East - CC & DT - ASOM and NC Veterans Park
West - SF-10 & HLO - Haymount Community and Historic District
Letters Mailed: 45

Land Use Plan: Renaissance Plan encompasses the site in its Downtown area

ISSUES:

The city began efforts to acquire this property in about 2004, initially as the site for the State veteran's park. During initial design work on the veterans' park, several opportunities emerged that led to a larger plan, the NW Gateway Master Plan. In that context, the veteran's park site was moved to the east side of Bragg Blvd., behind ASOM, as phase 1 of a larger community park. On the west side of Bragg Boulevard, the City property was envisioned for redevelopment with primarily residential uses, with the Freedom trail along the boulevard as one of the other components dramatically changing this corner of the downtown.

As indicated above, the subject property along with the museum and the new veterans' park are seen as part of downtown, although the site is currently zoned CC Community Commercial. The CC district does allow residential development but encourages a more suburban form in its other standards.

The Zoning Commission and staff recommend approval of the proposed downtown zoning for the following reasons:

1. Property is treated as part of downtown in previous plans, including 2010 Land Use and the Renaissance Plan.
2. Property is adjacent to DT as well as CC zoning.
3. Lower density residential development (Haymount) is separated by the severe topographic change.
4. Characteristics of the roadway, surrounding cultural facilities, and site configuration encourage a range of uses and the dense, more urban form allowed and encouraged by the DT standards.

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 rezoning to DT as presented by staff; (recommended)
- 2) Approval of 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 of this property to DT as presented by staff.

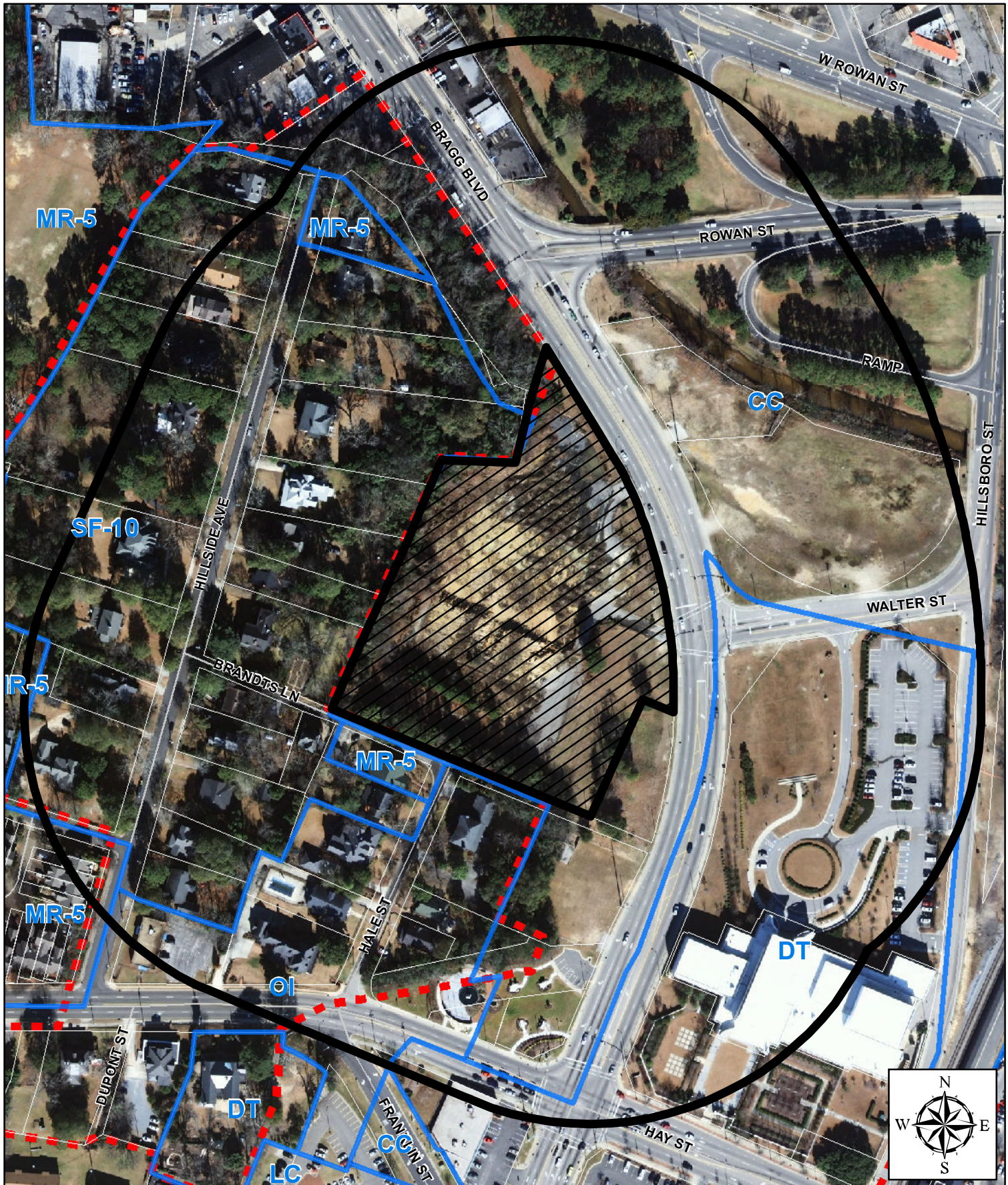
ATTACHMENTS:

Zoning Map

Current Land Use

Land Use Plan

ZONING COMMISSION
CASE NO. P12-37F

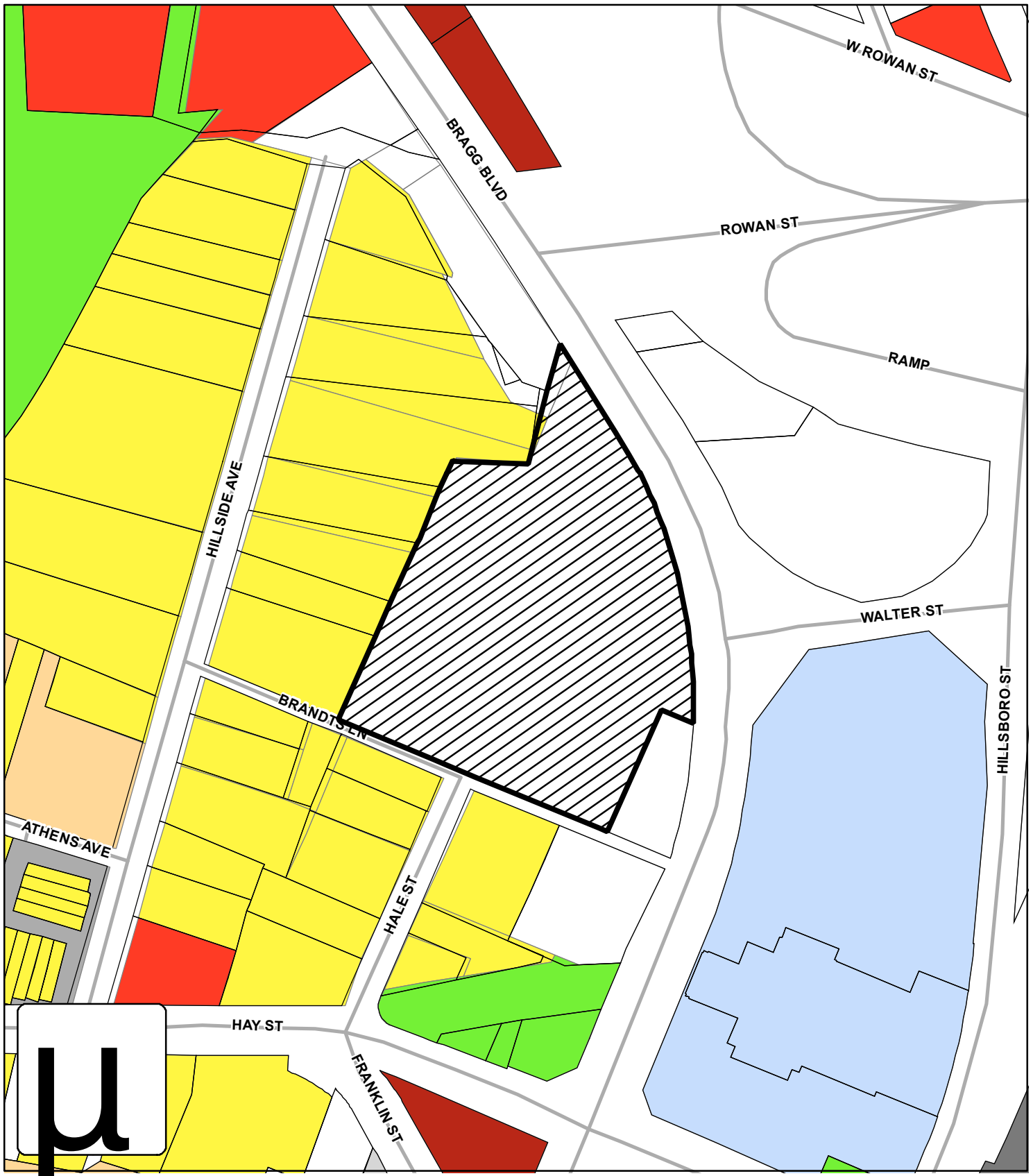


Request: CC to DT
Location: 301 Bragg Blvd
Acreage: 5.4 +/- acres

Zoning Commission: 06/12/2012 **Recommendation:** _____
City Council: _____ **Final Action:** _____
Pin: 0437-35-8913-

Current Land Use

P12-37F

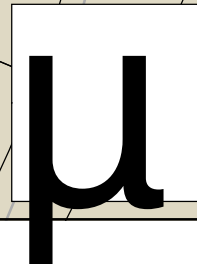
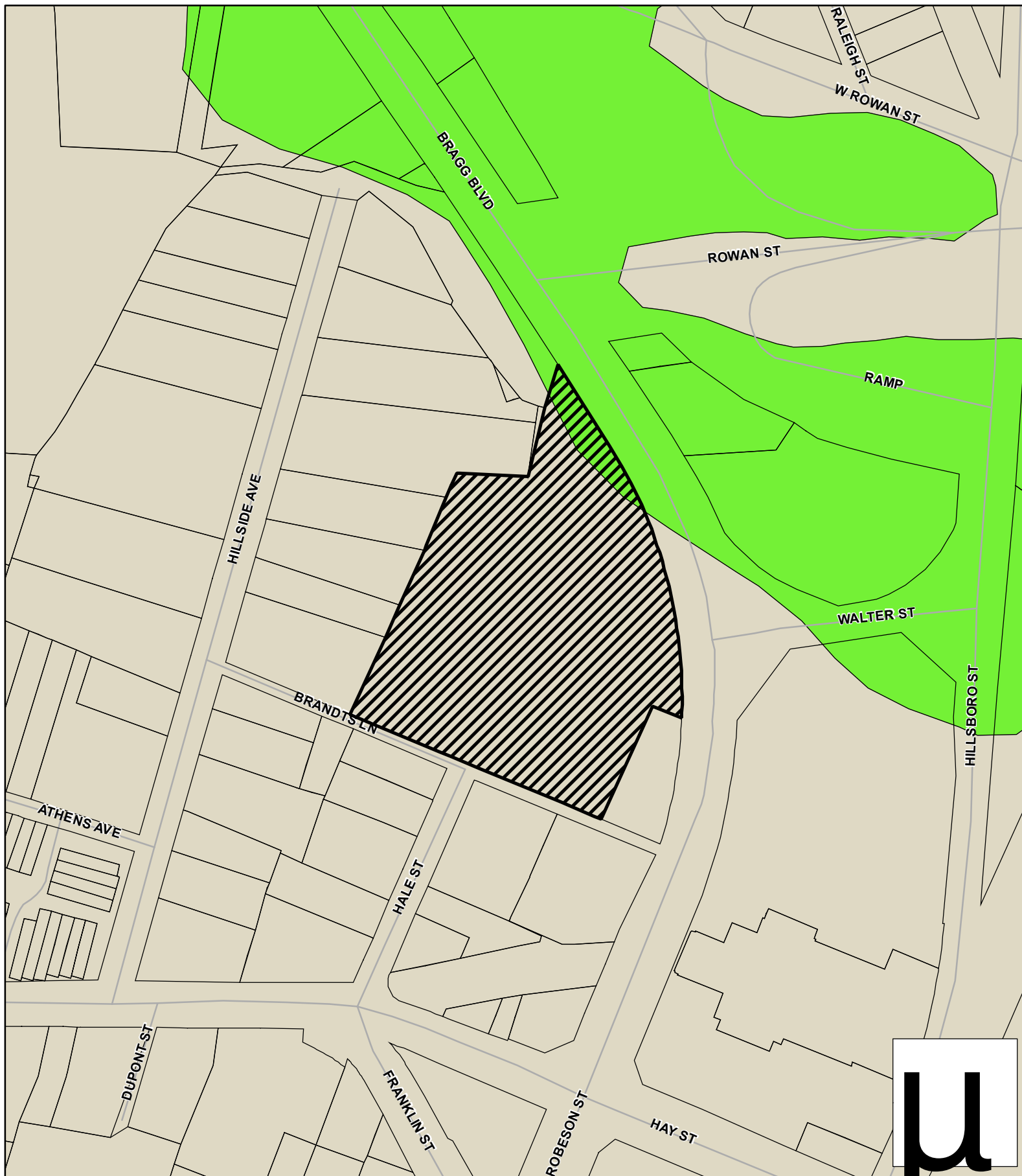


Legend

| | | | | | | | |
|------------------------|-------------|-------------------|---------------|------------------|----------------------|--------------------------|-------------------|
| 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. P12-37F



CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Toney Coleman, Interim Airport Director
DATE: June 25, 2012
RE: **Approve FAA Reimbursable Agreement and Capital Project Ordinance #2012-10 for the FAA Resident Engineer and Project Engineer during FAY's Runway 04 Safety Area Project and Taxiway "A" Extension.**

THE QUESTION:

How do we keep the Airport a primary gateway and safe facility?

RELATIONSHIP TO STRATEGIC PLAN:

Greater tax base diversity - strong local economy

BACKGROUND:

The Airport is undertaking a project to improve the Runway 04 Safety Area (RSA). This involves relocating the existing threshold 99 feet to the southwest, along the runway centerline. Accordingly, the Medium-intensity Approach Light System with Runway Alignment Indicator Lights (MALSR) will have to be modified. The FAA provides its services under an FAA reimbursable agreement (attached).

ISSUES:

Given the timing required to start this project, FAY needs to use reserve funds pending receipt of FAA grant #39, to execute this FAA reimbursable agreement and make payment in July 2012. Because the MALSR is FAA owned, this agreement is required for their services to modify and inspect their equipment.

BUDGET IMPACT:

This is a reimbursable agreement and 90% of the cost will be reimbursed by FAA AIP grant #39.

OPTIONS:

Approve 2012 FAA Reimbursable Agreement, Capital Project Ordinance #2012-10.

RECOMMENDED ACTION:

Approve 2012 FAA Reimbursable Agreement Capital Project Ordinance #2012-10.

ATTACHMENTS:

CPO OR 2012-10

FAA Reimbursable Agreement

**CAPITAL PROJECT ORDINANCE
ORD 2012-10**

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

Section 1. The authorized project is for improvement of Runway 04 Safety Area.

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:

| | |
|---------------------------------|------------------|
| Airport Operating Fund Transfer | <u>\$ 71,779</u> |
|---------------------------------|------------------|

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

| | |
|----------------------|------------------|
| Project Expenditures | <u>\$ 71,779</u> |
|----------------------|------------------|

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

Adopted this 25th day of June, 2012.

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF FAYETTEVILLE
FAYETTEVILLE REGIONAL AIRPORT
FAYETTEVILLE, NORTH CAROLINA**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the City of Fayetteville (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and City of Fayetteville.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The Airport is undertaking a project to improve the Runway 04 Safety Area (RSA). This involves relocating the existing threshold 99' to the southwest, along the runway centerline. Accordingly, the Medium-intensity Approach Light System with Runway Alignment Indicator Lights (MALSR) will have to be modified. This will involve relocation of the threshold bar, the light bar at station 14, and the light bar at station

24 to meet siting standards. This Agreement provides funding for the FAA to relocate these services. Therefore, this Agreement is titled:

“Relocate Runway 04 MALSR Stations, Fayetteville Regional Airport, Fayetteville, NC”

B. The FAA will perform the following activities:

1. Coordinate lease modification requirements with the Project Sponsor’s for each facility.
2. Coordinate project activities for FAA tasks.
3. Provide a resident engineer (RE) and project engineer during construction. The RE will arrive on-site a week before the start of work on the MALSR (for security clearances and pre-construction meeting) until all MALSR construction punchlist items are cleared. The RE will have no contractual relationship with the Project Sponsor’s contractor. The RE will submit weekly reports documenting construction progress and be responsible for promptly identifying pertinent issues (such as lack of progress, safety/quality problems, etc) to the Project Sponsor. We estimate the construction contract duration to last 30 consecutive calendar days.
4. Provide installation personnel for tune-up and Flight Inspection of the MALSR equipment. We estimate the duration to last 10 consecutive calendar days.
5. Conduct a Contractors Acceptance Inspection (CAI) with the Project Sponsor and Fayetteville Systems Support Center (FAY SSC). A formal list of exceptions will be given to the Project Sponsor to address within 15 calendar days of the inspection.
6. Perform a return to service flight check of the MALSR.
7. When the facility installations are complete, conduct a Joint Acceptance Inspection (JAI) with the FAY SSC and the Project Sponsor. Latent defects may be added to the list of exceptions through the formal process outlined in the JAI Order.

C. The Sponsor will perform the following activities:

1. Conduct a project kick-off meeting with local and regional FAA representatives. The purpose of the meeting is to develop a project schedule for both design and implementation. It will also include a project overview to identify and take action to resolve any related issues.

2. Furnish copies of the final design package (after all FAA review comments are incorporated) to the FAA in paper and Portable Document File (pdf) form prior to the start of construction. All drawings that depict layout and/or installation details for the MALSR will include the FAA drawing reference number in the title block. See the Engineering Services NAVAIDS Design Team manager (404-389-8531) for details.
3. Perform all necessary environmental assessments and due diligence audits, and obtain associated permits. Obtain all necessary permits for construction, including those necessary for easements and encroachment. This work also includes meeting all airport security requirements and performing airspace evaluations.
4. Relocate the existing MALSR threshold bar and light stations 10 and 24 to meet siting requirements for the new threshold displacement. The Project Sponsor shall notify the FAA, in writing, at least sixty days in advance of work impacting the NAVAIDS to allow the FAA adequate time to coordinate the facility outage. The removal of the facilities from service and subsequent relocation and demolition work must be coordinated with and approved by the FAA to minimize air traffic impacts.
5. Provide 5 sets of lease drawings and legal descriptions with electronic version for all sites to the NAVAIDS project manager for the establishment of no-cost leases. Enter into no-cost leases with the FAA for the facilities.
6. Accomplish contracting and construction of the facilities in accordance with plans and specifications approved by the FAA. This includes procuring and installing FAA-specified equipment (in-pavement lights, poles, fiberglass shelter, etc) as needed.
7. Formally notify the Engineering Services NAVAIDS Implementation Team Manager at (404) 389-8621 a minimum of 30 calendar days in advance of major project milestones for coordination of activities. Major milestones shall include Notice to Proceed (NTP), changes to the project schedule, and formal inspections. A project schedule must be presented to the FAA in advance of the NTP for planning and tracking purposes.
8. Provide a designated representative who will be readily available to the FAA during construction contract. This representative will be responsible for addressing FAA concerns to the Project Sponsor's contractor.
9. Participate in CAI(s) and final JAI with FAA representatives and correct construction exceptions as noted. If exceptions are not corrected within 45 calendar days, the FAA will clear remaining CAI/JAI exceptions and charge the cost to the sponsor through the reimbursable agreement. All exceptions must be cleared or otherwise resolved before the agreement can be closed out.

10. Provide “as-built” drawings to the FAA in paper and electronic file transfer form. All field changes must be incorporated into the electronic files before submitting them to the FAA. PDF Files are an acceptable transfer form.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Eastern Service Area, Atlanta NAVAIDS Engineering Center will perform the scope of work included in this Agreement. Tony Sims is the NAVAIDS Engineering Center Manager and liaison with the Sponsor and can be reached at (404) 389-8531. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Gail Edwards who can be reached at (404) 305-5182.

B. Sponsor:

City of Fayetteville
Attn: Mr. Bradley S. Whited, A.A.E., Airport Director
400 Airport Road, Suite 1
Fayetteville, North Carolina 28306
(910) 433-1160

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA’s opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Transfer Agreement

- A. To the extent that the Sponsor provides any material associated with the project, and to the extent that performance of the requirements of this project results in the creation of assets constructed, emplaced, or installed by the Sponsor all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will

become the property of the FAA upon project completion. The transfer of ownership of such real and personal property to the FAA shall not require the creation of a transfer or other agreement by the Sponsor. It is being acknowledged by the parties to this Agreement that the FAA has assumed the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for the [facility type], and that the subject transfer to FAA is in the best interest of both the Sponsor and FAA. The sponsor will provide a line item property listing in tabular format, as set forth in Attachment A to this agreement (Transfer of Real and Personal Property Form), consisting of all real and personal property that will be included in the Project. Real property will be identified by each line item and cost (e.g., foundation size, building type and dimensions, systems, composition of access road and parking, linear feet of fencing and cabling, etc.). Personal property listing will include the bar code number (where applicable), manufacturer, full item description, part number and/or serial number, quantity, model number, cost, funding appropriation, etc. The cost data for each item will be supported by a copy of the original invoice or billing statement and a copy of the construction contract along with verification of the contract acceptance date.

- B. In order to ensure that the assets and materials transferred pursuant to the Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and/or publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples include, but are not limited to, operator manuals, maintenance publications, bills of lading, invoices, purchase records, vendor contracts, construction contracts, inspection reports, etc. These documents will be considered required hand-off items upon project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

| Description of Reimbursable Item | Estimated Cost |
|---|-----------------------|
| Construction - WB4050 | \$ 20,440.00 |
| Site Preparation, Installation, and Testing – WB4060 | \$ 4,000.00 |
| Flight Inspection - WB4060 | \$ 10,341.00 |
| JAI/Commissioning/Closeout - WB4070 | \$ 8,176.00 |
| Travel | \$13,785.00 |
| | |
| Subtotal: | \$56,742 .00 |
| Overhead (26.5 %): | \$15,036 .63 |
| Total Estimated Cost: | \$71,778 .63 |

ARTICLE 8. Period of Agreement and Effective Date

This Agreement supersedes and nullifies any previous agreements between the parties on the subject matter. The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. Under no circumstances will this Agreement extend five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and the full advance payment to the Accounting Division shown below. All payments must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMZ-330, Reimbursable Project Team
P.O. Box 25082
Oklahoma City, OK 73125

The overnight mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMZ-330, Reimbursable Project Team
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: (405) 954-2828

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

City of Fayetteville
Attn: Mr. Bradley S. Whited, A.A.E., Airport Director

400 Airport Road, Suite 1
Fayetteville, North Carolina 28306
(910) 433-1160

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be modified to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the modification cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Modifications

Changes and/or modifications to this Agreement will be formalized by a written modification that will outline in detail the exact nature of the change. Any modification to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent modification(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of

termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

A. This Agreement

B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising

out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14-2, Contractor Personnel Suitability Requirements (January 2011) are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 100 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

SIGNATURE _____
NAME _____
TITLE Contracting Officer
DATE _____

CITY OF FAYETTEVILLE

SIGNATURE _____
NAME _____
TITLE _____
DATE _____

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of Council
FROM: Steven K. Blanchard, PWC CEO/General Manager
DATE: June 25, 2012
RE: **Amendments to Agreements between the City of Fayetteville and Public Works Commission**

THE QUESTION:

The Public Works Commission of the City of Fayetteville requests Council approve Amendments to Agreements between the City of Fayetteville and Public Works Commission

RELATIONSHIP TO STRATEGIC PLAN:

Quality Utility Services

BACKGROUND:

The Public Works Commission, during their meeting of June 13, 2012 approved the following amendments to agreements between the City of Fayetteville and Public Works Commission:

A. Amendment #3 to "Agreement Between The City of Fayetteville and the Public Works Commission of The City of Fayetteville Establishing A Formal Agreement To Fund the Construction of Water and Sanitary Sewer Systems in the Annexed Area Referred To As Phase V."

B. Amendment #2 to "Agreement Between the City of Fayetteville and the Public Works Commission of the City of Fayetteville Establishing a Formal Operating Transfer"

PWC and City staff reviewed the agreements and found that modifications would make available additional funds for City use rather than funding the Phase V projects at a more aggressive rate. Amendment #3, to the Phase V funding agreement will assist the City in balancing its anticipated budget shortfalls by diverting funds per the schedule from the City's contribution to the Project Fund to its General Fund.

The City's obligation to the Phase V project remains unchanged at \$90,553,140. If PWC determines at any time that the net anticipated cash flows are insufficient to fund the Project, this funding modification will be adjusted.

Amendment #2 to the Operating Transfer Agreement incorporates references to additional agreements affecting the operating transfer to the City which were adopted by PWC and the City subsequent to the adoption of this agreement.

ISSUES:

N/A

BUDGET IMPACT:

Positive Impact on City of Fayetteville Budget

OPTIONS:

N/A

RECOMMENDED ACTION:

Adopt the following amendments to agreements between PWC and City of Fayetteville

A. Amendment #3 to the Agreement Between the City of Fayetteville and The Public Works Commission of the City of Fayetteville Establishing A Formal Agreement to Fund the Construction of Water and Sanitary Sewer Systems in the Annexed Area Referred to as Phase V

B. Amendment #2 to the Agreement Between the City of Fayetteville and The Public Works Commission of The City of Fayetteville Establishing a Formal Operating Transfer

ATTACHMENTS:

Transmittal Memo

Amendment #3

Amendment #2



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

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

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

June 6, 2012

MEMO TO: Steven K. Blanchard, CEO

MEMO FROM: J. Dwight Miller, CFO

SUBJECT: Amendments to the Phase V and Operating Transfer Agreements

PWC and City staff reviewed the agreements and found that modifications would make available additional funds for City use rather than funding the Phase V projects at a more aggressive rate. This modification (amendment #3, to the Phase V funding agreement) will assist the City in balancing its anticipated budget shortfalls by diverting funds per the schedule from the City's contribution to the Project Fund to its General Fund.

The City's obligation to the Phase V project remains unchanged at \$90,553,140. If PWC determines at any time that the net anticipated cash flows are insufficient to fund the Project, this funding modification will be adjusted.

Based on the revised forecast, the City would fully fund their obligation in 2028, four years earlier than the original time frame. By approving the recommended modification, the City's funding timeline would move back to the original anticipated payout year of 2032. PWC's assets have grown greater than anticipated in the original calculation, therefore increasing the transfer amount available for the City's contribution to the Phase V project.

Amendment #2 to the operating transfer agreement incorporates references to additional agreements affecting the operating transfer to the City which were adopted by PWC and the City subsequent to the adoption of this agreement.

Staff request that the Commission adopt Amendment #3 to the Agreement Between the City of Fayetteville and The Public Works Commission of The City of Fayetteville Establishing A Formal Agreement to Fund the Construction of Water and Sanitary Sewer Systems in the Annexed Area Referred to as Phase V and Amendment #2 to the Agreement Between the City of Fayetteville and The Public Works Commission of The City of Fayetteville Establishing a Formal Operating Transfer and forward to City Council for adoption at their meeting on June 25, 2012.

BUILDING COMMUNITY CONNECTIONS SINCE 1905

AN EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

AMENDMENT #3

AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND THE PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE ESTABLISHING A FORMAL AGREEMENT TO FUND THE CONSTRUCTION OF WATER AND SANITARY SEWER SYSTEMS IN THE ANNEXED AREA REFERRED TO AS PHASE V

BACKGROUND: The agreement adopted May 7 and May 12, 2008 by the Public Works Commission (PWC) and the City of Fayetteville (CITY), respectively, as amended December 9 and December 14, 2009 and May 12 and May 24, 2010, respectively, requires modification to the formula calculating the CITY's annual contribution to fund the Annexation Phase V Reserve Fund (PROJECT) in fiscal year 2013 and thereafter. Subject to the condition stated below, this modification is mutually agreed upon by both parties to assist the CITY in balancing its anticipated budget shortfalls by diverting funds per the schedule below from the CITY's contribution to the Project Fund to its General Fund. There is no change to the CITY's total Project Fund contribution of \$90,553,140. PWC receives no benefit from this modification and as a result, will have increased its risk to balance the fund over its life. To mitigate such risks, if PWC determines at any time that the net anticipated cash flows are insufficient to fund the PROJECT, this funding modification will be adjusted, and/or, if in the case that construction is not complete, delay or cease design and construction of the remaining project areas.

Amended items are as follows:

Article Three, Section 3(a) is amended to add item 5 as follows:

Section 3(a) 5: LESS, annual amounts per the following schedule for fiscal years 2013 and thereafter, representing a conditional mutually agreed upon annual amount to be transferred to the City's General Fund. If PWC determines that funding for the PROJECT becomes insufficient, this schedule will be adjusted as necessary and/or PWC will act according the terms of Article Four, Section 2 of this agreement.

| | | | |
|------|--------------|------|--------------|
| 2013 | \$ 526,000 | 2023 | \$ 2,062,000 |
| 2014 | \$ 547,000 | 2024 | \$ 2,109,000 |
| 2015 | \$ 938,000 | 2025 | \$ 2,158,000 |
| 2016 | \$ 1,232,000 | 2026 | \$ 2,208,000 |
| 2017 | \$ 1,801,000 | 2027 | \$ 2,259,000 |
| 2018 | \$ 1,842,000 | 2028 | \$ 2,311,000 |
| 2019 | \$ 1,884,000 | 2029 | \$ 2,364,000 |
| 2020 | \$ 1,927,000 | 2030 | \$ 2,418,000 |
| 2021 | \$ 1,971,000 | 2031 | \$ 2,474,000 |
| 2022 | \$ 2,016,000 | 2032 | \$ 2,601,036 |

Article Three, Section 4(c) is amended as follows:

Section 4(c): PWC shall assume all financial risk associated with the PROJECT (debt financing cost, construction inflation, and project fund short falls) except in the case

where the funding adjustments provided for in Section 3(a) 5 can be modified and/or completely cancelled to improve the net cash flow for the PROJECT.

Article Three, Section 3(d) is amended as follows:

Section 3(d): Example of the CITY Contribution in FY 2013:

- 1. PWC FY 2011 actual Net Assets, \$353,593,524*
- 2. Total Operating Transfer, \$10,961,399 (\$353,593,524 x 3.1%)*
- 3. Base year Amount to the CITY General Fund of \$7,236,892 adjusted annually from 2009 by 0.85%, \$7,486,101*
- 4. Black and Decker reduction, \$20,847*
- 5. Annexation Debt Service reduction, \$385,200*
- 6. Amendment #1, Section 3(a)3 above, \$14,800*
- 7. Amendment #3, Section 3(a)5 above, \$526,000*
- 8. Amount to the CITY General Fund = \$8,026,901 (\$7,486,101 + \$14,800 + \$526,000)*
- 9. Amount to the Project Fund, \$2,528,451 (\$10,961,399 – 20,847 - \$385,200 - \$8,026,901)*

Amendment #3 to the **AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND THE PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE ESTABLISHING A FORMAL AGREEMENT TO FUND THE CONSTRUCTION OF WATER AND SANITARY SEWER SYSTEMS IN THE ANNEXED AREA REFERRED TO AS PHASE V** is hereby adopted by the Public Works Commission on June 13, 2012 and the City of Fayetteville on June 25, 2012.

PWC Chairman

PWC Secretary

Mayor

City Clerk

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

Lisa Smith, CITY Chief Financial Officer

J. Dwight Miller, PWC Chief Financial Officer

(May 7, 2008 and May 12, 2008)
(Amended December 9, 2009 and December 14, 2009)
(Amended May 12, 2010 and May 24, 2010)
(Amended June 13, 2012 and June 25, 2012)

Amendment #2

**AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE
AND THE PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE
ESTABLISHING A FORMAL OPERATING TRANSFER**

The purpose of this amendment is to incorporate references to additional agreements affecting the operating transfer to the CITY which were adopted by PWC and the CITY subsequent to the adoption of this agreement.

Article One, Section 3(c) is amended as follows:

Annexation Phase V Funding Agreement as amended through amendment **#3** [excluding Phase V – Project 1 as described in **Section 3, (b.)**] adopted by City Council on May 12th, 2008, December 14, 2009, May 24, 2010, and **June 25, 2012**. (Exhibit 1)

Amendment #2 to the **AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND THE PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE ESTABLISHING A FORMAL OPERATING TRANSFER** is hereby adopted by the Public Works Commission on June 13, 2012 and the City of Fayetteville on June 25, 2012.

PWC Chairman

PWC Secretary

Mayor

City Clerk

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

Lisa Smith, CITY Chief Financial Officer

J. Dwight Miller, PWC Chief Financial Officer

(May 7, 2008 and May 12, 2008)
(Amended May 12, 2010 and May 24, 2010)
(Amended June 13, 2012 and June 25, 2012)

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of Council
FROM: Steven K. Blanchard, PWC CEO/General Manager
DATE: June 25, 2012
RE: **Bid Award - Morganton Road 16" Ductile Iron Water Main Improvements**

THE QUESTION:

The Public Works Commission of the City of Fayetteville requests Council approve bid award for the Morganton Road 16" Ductile Iron Water Main Improvements.

RELATIONSHIP TO STRATEGIC PLAN:

Quality Utility Services

BACKGROUND:

The Public Works Commission, during their meeting of June 13, 2012 approved bid recommendation to award contract for the Morganton Road 16" Ductile Iron Water Main Improvements to R. F. Shinn Contractor, Inc., Concord, NC, the lowest responsive, responsible bidder in the total amount of \$674,960.00 and to forward to City Council for approval. This project is a budgeted item – FY 2013 CIP WS23 - \$787,600 – 2009B Bonds. Bids were received May 17, 2012 as follows:

| <u>Bidders</u> | <u>Total Cost</u> |
|---|-------------------|
| R. F. Shinn Contractor, Inc., Concord, NC | \$674,960.00 |
| T. A. Loving, Goldsboro, NC | \$693,000.00 |
| Colt Contracting, Clinton, NC | \$783,609.00 |
| Sandy's Hauling & Backhoe Service, Roseboro, NC | \$853,696.25 |
| State Utility Contractors, Monroe, NC | \$937,735.00 |
| Sandhills Contractors, Inc., Sanford, NC | \$941,538.50 |
| Utilities Plus, Linden, NC | \$994,236.11 |

ISSUES:

R. F. Shinn Contractor, Inc. will utilize SDBE subcontractors for 11% of the work on this project.

BUDGET IMPACT:

PWC Budgeted Item

OPTIONS:

N/A

RECOMMENDED ACTION:

Award bid to R. F. Shinn Contractor, Inc.

ATTACHMENTS:

Bid Recommendation

Bid History

TO: Steve Blanchard, CEO/General Manager **DATE:** June 5, 2012

ACTION REQUESTED: Award contract for Morganton Road 16" Ductile Iron Water Main Improvements

BID DATE: May 17, 2012 **DEPARTMENT:** Water Resources Engineering

| BIDDERS | TOTAL COST |
|---|--------------|
| R. F. Shinn Contractor, Inc., Concord, NC | \$674,960.00 |
| T. A. Loving, Goldsboro, NC | \$693,000.00 |
| Colt Contracting, Clinton, NC | \$783,609.00 |
| Sandy's Hauling & Backhoe Service, Roseboro, NC | \$853,696.25 |
| State Utility Contractors, Monroe, NC | \$937,735.00 |
| Sandhills Contractors, Inc., Sanford, NC | \$941,538.50 |
| Utilities Plus, Linden, NC | \$994,236.11 |

BASIS OF AWARD: Lowest responsive, responsible bidder

COMMENTS: Plans and specifications were requested by fifteen (15) contractors with eight (8) contractors responding. A bid was submitted by W.J. Jackson Construction, however, the bid could not be considered because the company does not have a license to perform work in excess of \$500,000. The lowest responsive, responsible bidder is recommended.

APPROVED _____ REJECTED _____
DATE _____

APPROVED _____ REJECTED _____
DATE _____

BID HISTORY

MORGANTON ROAD 16" DUCTILE IRON WATER MAIN IMPROVEMENTS

BID DATE: MAY 17, 2012; 3:00 P.M.

Consulting Engineer

None

Advertisement

- | | | |
|----|------------------------|---------------------------|
| 1. | PWC Website | 04/03/12 through 05/17/12 |
| 2. | Greater Diversity News | 04/05/12 |

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. Sandhills Contractors, Sanford, NC
2. Colt Contracting, Clinton, NC
3. Sandy's Hauling and Backhoe Service, Roseboro, NC
4. ES&J Enterprises, Autryville, NC
5. R.F. Shinn Contractor, Inc., Concord, NC
6. State Utility Contractors, Monroe, NC
7. T.A. Loving, Goldsboro, NC
8. Utilities Plus, Linden, NC
9. Triangle Grading & Paving, Burlington, NC
10. McMahan Brothers Pipeline, Inc., Lexington, NC
11. Billy Bill Grading, Fayetteville, NC
12. Tony E. Hawley Construction Co., Inc., Kenly, NC
13. L-J, Inc., Columbia, SC
14. HCS, Inc., Wake Forest, NC
15. W.J. Jackson Construction, Fayetteville, NC

SDBE Participation

R.F. Shinn Contractor, Inc. will utilize SDBE subcontractors for 11% of the work on this project.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of Council
FROM: Steven K. Blanchard, PWC CEO/General Manager
DATE: June 25, 2012
RE: **Tentative award of contract for Clearwell Rehabilitation and Chemical Feed Systems Improvements for P.O. Hoffer and Glenville Lake Water Treatment Facilities, Contract No. 11, WIF #1665**

THE QUESTION:

The Public Works Commission of the City of Fayetteville requests Council approve tentative award of contract for Clearwell Rehabilitation and Chemical Feed Systems Improvements for P.O. Hoffer and Glenville Lake Water Treatment Facilities, Contract No. 11, WIF #1665.

RELATIONSHIP TO STRATEGIC PLAN:

Quality Utility Services

BACKGROUND:

The Public Works Commission, during their meeting of June 13, 2012 approved tentative award of contract for Clearwell Rehabilitation and Chemical Feed Systems Improvements for P.O. Hoffer and Glenville Lake Water Treatment Facilities, Contract No. 11, WIF #1665 to T.A. Loving, Goldsboro, NC, lowest responsive, responsible bidder in the amount of \$4,607,000.00 and also adopted Resolution PWC2012.07 titled "Resolution of Tentative Award - Clearwell Rehabilitation and Chemical Feed Systems Improvements for P.O. Hoffer and Glenville Lake Water Treatment Facilities, Contract No. 11, WIF #1665" in accordance with the requirements of the State of North Carolina Department of Environment and Natural Resources - Division of Water Resources loan offer and to forward to City Council for tentative bid award and adoption of a similar resolution. Consistent with the loan requirements, the State will provide PWC written authorization to award the contract after their approval.

This project is a budgeted item – FY2013 – CIP WS8 - \$4,005,000. PWC has accepted a State Revolving Loan from the State of North Carolina's Department of Environment and Natural Resources - Division of Water Resources in the amount of \$5,048,388 to fund this project. Bids were received May 9, 2012 as follows:

| <u>Bidders</u> | <u>Total Cost</u> |
|---------------------------------------|-------------------|
| T. A. Loving, Goldsboro, NC | \$4,607,000.00 |
| State Utility Contractors, Monroe, NC | \$5,168,000.00 |
| Haren Construction, Etowah, TN | \$5,219,000.00 |

ISSUES:

T. A. Loving will utilize DBE subcontractors for 30% of the work on this project.

Consistent with the loan requirements, the State will provide PWC written authorization to award the contract after their approval.

BUDGET IMPACT:

PWC Budgeted Item

OPTIONS:

N/A

RECOMMENDED ACTION:

Tentatively award contract to T.A. Loving, Goldsboro, NC, lowest responsive, responsible bidder and adopt Resolution of Tentative Award

ATTACHMENTS:

Bid Recommendation

Bid History

PWC Resolution

City Resolution

BID HISTORY

CLEARWELL REHABILITATION AND CHEMICAL FEED SYSTEMS IMPROVEMENTS FOR THE P.O. HOFFER AND GLENVILLE LAKE WATER TREATMENT FACILITIES BID DATE: MAY 9, 2012; 2:00 P.M.

Consulting Engineer

Hazen and Sawyer, PC

Advertisement

- | | | |
|----|---------------------------|---------------------------|
| 1. | PWC Website | 03/30/12 through 05/09/12 |
| 2. | Greater Diversity News | 04/05/12 |
| 3. | The Fayetteville Observer | 04/01/12 |
| 4. | SBA's Sub-Net | 03/30/12 |
| 5. | MBDA Phoenix Database | 03/30/12 |

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. T.A. Loving, Goldsboro, NC
2. State Utility Contractors, Monroe, NC
3. Haren Construction, Etowah, TN
4. A.C. Schultes, Wallace, NC
5. Water and Waste Systems, Garner, NC
6. Hickory Construction, Hickory, NC
7. The Tara Group of Lumberton, Lumberton, NC

DBE Participation

T. A. Loving will utilize DBE subcontractors for 30% of the work on this project.

RESOLUTION OF TENTATIVE AWARD

**CLEARWELL REHABILITATION AND CHEMICAL FEED SYSTEMS IMPROVEMENTS
FOR P.O. HOFFER AND GLENVILLE LAKE WATER TREATMENT FACILITIES
CONTRACT NO. 11, WIF #1665**

WHEREAS, the Public Works Commission of the City of Fayetteville, hereinafter referred to as Commission, has received bids, pursuant to duly advertised notice therefore, for construction of the Clearwell Rehabilitation and Chemical Feed Systems Improvements for P.O. Hoffer and Glenville Lake Water Treatment Facilities; and

WHEREAS, the Commission and its Consulting Engineers have reviewed the bids; and

WHEREAS, T.A. Loving Company, Goldsboro, NC, was the lowest bidder for the Clearwell Rehabilitation and Chemical Feed Systems Improvements for P.O. Hoffer and Glenville Lake Water Treatment Facilities, in the total bid amount of \$4,607,000, and;

WHEREAS, the Commission and its Consulting Engineers recommend **TENTATIVE AWARD** to the lowest bidder.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION THAT TENTATIVE AWARD is made to the lowest bidder T. A. Loving Company, in the total bid amount of \$4,607,000.

BE IT FURTHER RESOLVED that such **TENTATIVE AWARD** be contingent upon the approval of the North Carolina Department of Environment and Natural Resources – Division of Water Resources.

Upon motion by Commissioner _____, seconded by Commissioner _____, the above **RESOLUTION** was unanimously adopted this 13th day of June, 2012, at Fayetteville, North Carolina.

**PUBLIC WORKS COMMISSION OF THE
CITY OF FAYETTEVILLE, NORTH CAROLINA**

Michael G. Lallier, Chairman

ATTEST:

Terri Union, Secretary

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND
CITY OF FAYETTEVILLE

Resolution R2012-_____

RESOLUTION OF TENTATIVE AWARD

**CLEARWELL REHABILITATION AND CHEMICAL FEED SYSTEM IMPROVEMENTS
FOR P.O. HOFFER AND GLENVILLE LAKE WATER TREATMENT FACILITIES
CONTRACT NO. 11, WIF #1665**

WHEREAS, the City of Fayetteville, North Carolina acting by and through the Public Works Commission, hereinafter referred to as City, has received bids, pursuant to duly advertised notice therefore, for construction of the Clearwell Rehabilitation and Chemical Feed System Improvements for P.O. Hoffer and Glenville Lake Water Treatment Facilities; and

WHEREAS, the City and its Consulting Engineers have reviewed the bids; and

WHEREAS, T.A. Loving Company, Goldsboro, NC, was the lowest bidder for the Clearwell Rehabilitation and Chemical Feed System Improvements for P.O. Hoffer and Glenville Lake Water Treatment Facilities, in the total bid amount of \$4,607,000, and;

WHEREAS, the City and its Consulting Engineers recommend **TENTATIVE AWARD** to the lowest bidder; and

WHEREAS, the Public Works Commission of the City of Fayetteville approved and adopted a Resolution of Tentative Award at its regular meeting of Wednesday, June 13, 2012.

NOW THEREFORE BE IT RESOLVED BY THE CITY THAT TENTATIVE AWARD is made to the lowest bidder T. A. Loving Company, in the total bid amount of \$4,607,000.

BE IT FURTHER RESOLVED that such **TENTATIVE AWARD** be contingent upon the approval of the North Carolina Department of Environment and Natural Resources – Division of Water Resources.

Upon motion of _____, seconded by _____, the above **RESOLUTION** was unanimously adopted this _____ day of _____, 2012, at Fayetteville, North Carolina.

CITY OF FAYETTEVILLE, NORTH CAROLINA

(SEAL)

By: _____
Anthony G. Chavonne, Mayor

ATTEST:

Pamela Megill, City Clerk

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of Council
FROM: Lisa Smith, Chief Financial Officer
DATE: June 25, 2012
RE: **Special Revenue Fund Project Ordinances 2013-1 and 2013-2 (FY2012-2013 CDBG and HOME Program Budgets)**

THE QUESTION:

The ordinances appropriate \$63,770 for the FY2012-2013 Community Development Block Grant Program and \$21,417 for the FY2012-2013 HOME Investment Partnership Program.

RELATIONSHIP TO STRATEGIC PLAN:

More Attractive City - Clean and Beautiful; Revitalized Downtown - A Community Focal Point; Growing City, Livable Neighborhoods - A Great Place to Live and Greater Tax Base Diversity - Strong Local Economy

BACKGROUND:

- This action will establish a budget for payroll and payroll related items for the new program year beginning July 1, 2012 until funding approval by HUD has been received.
- The U.S. Department of Housing and Urban Development is expected to provide federal grants of \$1,341,047 for the CDBG program and \$646,435 for the HOME program.
- CDBG and HOME program income of \$220,305 and \$337,612, respectively, will also be appropriated in combination with the grants.
- All projects, activities and funding sources were included in the FY2012-2013 Annual Action Plan, which was approved by City Council on April 23, 2012.
- As soon as the grant is awarded and funding approval received, a budget amendment will be prepared to bring the funding levels up to the amounts specified in the approved Action Plan.

ISSUES:

None.

BUDGET IMPACT:

See background section above for budget impact.

OPTIONS:

1. Adopt the ordinances for the projects to continue.
2. Do not adopt the ordinances.

RECOMMENDED ACTION:

Adopt Special Revenue Fund Project Ordinances 2013-1 and 2013-2.

ATTACHMENTS:

SRO 2013-1 (FY2012-2013 CDBG)

SRO 2013-2 (FY2012-2013 HOME)

SPECIAL REVENUE FUND PROJECT ORDINANCE
ORD 2013-1

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 adopted effective July 1, 2012:

Section 1. The project authorized is for the FY2012-2013 funding of payroll related to the Community Development Block Grant Program (CDBG) that will be funded in part by the U.S. Department of Housing and Urban Development.

Section 2. The project director is hereby directed to proceed with the project within the terms of the various contract 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:

| | |
|----------------|------------------|
| Program Income | <u>\$ 63,770</u> |
|----------------|------------------|

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

| | |
|----------------------|------------------|
| Project Expenditures | <u>\$ 63,770</u> |
|----------------------|------------------|

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

Adopted this 25th day of June, 2012.

SPECIAL REVENUE FUND PROJECT ORDINANCE
ORD 2013-2

BE IT ORDAINED by the City Council of the City of Fayetteville, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following special revenue project ordinance is hereby adopted effective July 1, 2012:

Section 1. The project authorized is for the FY2012-2013 funding of payroll related to the HOME Investment Partnership Program that will be funded in part by the U.S. Department of Housing and Urban Development.

Section 2. The project director is hereby directed to proceed with the project within the terms of the various contract 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:

| | |
|----------------|------------------|
| Program Income | <u>\$ 21,417</u> |
|----------------|------------------|

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

| | |
|----------------------|------------------|
| Project Expenditures | <u>\$ 21,417</u> |
|----------------------|------------------|

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

Adopted this 25th day of June, 2012.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Karen S. Hilton, AICP Manager, Planning and Zoning Division
DATE: June 25, 2012
RE: **Text Amendment request by Dr. Alfred J. Bost, Jr., representing Koala Daycare Center, to amend City Code Section 30-4.C.3(a)(1) Child Care Centers (non-residential), to delete the separation requirement for child care centers [from bars, nightclubs or cocktail lounges].**

THE QUESTION:

Are the proposed changes to development standards for child care centers consistent with public health, safety and welfare?

RELATIONSHIP TO STRATEGIC PLAN:

Growing City, Livable Neighborhoods

BACKGROUND:

The applicant is requesting the text amendment in an effort to reopen a daycare center that, after being closed over a year, cannot reopen because it is within 500 feet of an existing bar. The current use-specific standards reflect amendments adopted in late 2007 and in 2009. Both amendments were requested by City Council because of concerns about use compatibility associated with the proximity of child care centers and bars, nightclubs and certain other places of entertainment as well as growing concentrations in residential areas.

ISSUES:

Applicant's specific request was for "a modification/amendment to the separation requirements for child care centers regardless of location." This could be broadly interpreted to include no separation from adult entertainment as well as bars or cocktail lounges, but even applying the request only to separation from bars, nightclubs or cocktail lounges (the least change needed to meet the needs of the applicant) has much more sweeping, city-wide impacts than a similar change in the Downtown zoning district.

Text amendments are to be evaluated based on seven criteria (see attached report to the Planning Commission). Staff and Commission agreed that the request failed to meet at least three of the criteria, specifically: 4) Whether and the extent to which the proposed amendment addresses a demonstrated community need; 5) Whether and the extent to which the proposed amendment is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and would ensure efficient development within the City; 6) Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

BUDGET IMPACT:

The facility exists; there would be little or no budget impact.

OPTIONS:

1. Approve the text amendment as requested by the applicant.
2. Approve the text amendment with modifications.
3. Defer action and provide guidance for additional research or modifications.
4. Deny the text amendment request (recommended).

RECOMMENDED ACTION:

Option 4: The staff and Planning Commission recommend that the City Council move to DENY the

requested text amendment.

ATTACHMENTS:

Staff Report to Planning Commission

Request for Text Amendment

Ordinance draft - Child Care separation stds

Staff Report
Proposed Text Amendment to Delete Separation Standards
For Child Care Uses
Requested by Dr. Alfred J. Bost, Jr.

REQUEST:

Attached is the request by Dr. Alfred J. Bost, Jr., representing Koala Daycare Center, to amend Section 30-4.C3.(c)(1) of the zoning regulations of the City Code, to delete the separation required between child care centers and bars, nightclubs and places of entertainment.

Background:

The applicant is requesting the text amendment in an effort to reopen a daycare center that, after being closed over a year, cannot reopen because it is within 500 feet of an existing bar. The current use-specific standards, including the above separation standards, originated in late 2007 and were further amended in 2009. Both amendments were requested by City Council because of concerns about use compatibility associated with the proximity of child care centers and bars, nightclubs and places of entertainment.

The applicant makes the following points in support of the request to delete the separation requirement:

- The former child care center and the existing bar co-existed for many years without any problems.
- Generally such uses operate at different hours and with closed doors, minimizing the opportunity for contact.
- As professionals committed to the safety and care of children, the child care operators would avoid any situation likely to jeopardize the safety of the children.
- The consideration should be a business decision, not a moral decision.

Analysis:

The following table provides an analysis of the proposed text amendment with the standards of approval for such amendments as listed in Section 30-2.2(e) of the City code.

| Standard | Analysis |
|--|---|
| 1) Whether and the extent to which the proposed amendment is consistent with all City-adopted plans that are applicable; | The City Strategic Plan speaks only tangentially to this amendment. |

| | |
|--|---|
| 2) Whether the proposed amendment is in conflict with any provision of this Ordinance, and related City regulations; | The proposed changes do not appear to conflict with other portions of the development code or with adopted plans. They would differ from other recently recommended changes in that there currently is no requirement for a special review process for this use. |
| 3) Whether and the extent to which there are changed conditions that require an amendment; | Conditions have not changed since the adoption of the separation requirements. |
| 4) Whether and the extent to which the proposed amendment addresses a demonstrated community need; | Child care centers are an important community resource but there has been no evidence presented by the applicant that there is a general level of under-service that necessitates the proposed amendment. In other words, the current regulations do not inhibit the establishment of child care centers across the City. |
| 5) Whether and the extent to which the proposed amendment is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and would ensure efficient development within the City; | The proposed amendment does not appear to improve compatibility between land uses that have natural incompatibility. No solutions for mitigating this incompatibility (enhanced buffers, alternative separation requirements, etc.) are provided by the applicant. |
| 6) Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern; and | The proposed amendment appears to be in conflict with improved compatibility between uses, thereby affecting orderly development of the City in a negative fashion. |
| 7) Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment | No negative environmental impacts are anticipated. |

Recommendation:

Based on the above analysis, staff does not recommend adoption of the proposed text amendment as it conflicts with text amendment standards 4, 5, and 6.

Options:

Recommend approval of the amendment as proposed.

Recommend denial of the amendment as proposed. (Recommended by staff)

Recommend approval of the amendment with changes.

Attachments:

Application letter

Sec. 30-4.C.3(c)I as amended

Koala Daycare Center Inc.

108 McKenzie Rd. Spring Lake, NC 28390-3113 (910) 436-5100 Phone # (910) 436-2511 Fax

Koala Daycare Centers, Inc. Since 1989
7828 Raeford Road
Fayetteville, NC 28304

City of Fayetteville, North Carolina
United Development Ordinance

Subject: Article 30-4
Section C: Use-Specific Standards
Subsection 3: Public and Institutional Uses
c. Separation i.

The purpose of this letter is to request a modification/amendment to the separation requirements for child care centers regardless of location.

- A. The history of the relationship between daycare services and Separation (A, B and C) requirements resulted in the following:
There has never been an incident involving criminal misconduct of customers for bars, nightclubs, adult entertainment locations or cocktail locations toward childcare staff, parents or children.

Why? First of all the hours of operation of childcare facilities are generally prior to the opening of these locations which are based on customer needs. Secondly: AB and C locations are closed door facilities as well as the childcare facility. Based on state childcare laws, there could never be any interactions between these facilities whether indoor or outdoor.

- B. Childcare facilities currently operating that were grandfathered in from previous laws are not subject to the new laws given the fact that they complied with all of the requirements of the old laws. One main question is? If you sale the facility that is grandfathered and there are no structural changes to the building, why can't this facility be allowed to continue the business license based on passed requirement that allows for the business? The current owner must continue to pay yearly property taxes for that particular business even though it is

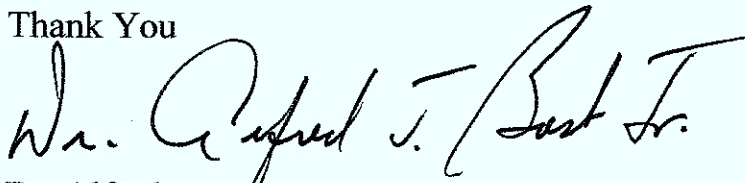
Koala Care Is Quality Care!

closed. The business must also maintain **building codes** at a cost both inside and outside: for example, **Annual Fire Inspection \$100 dollars** whether you have children in the building or not; **Outside Landscaping**, and more. Is this unfair and **prejudicial** toward the business owner?

- C. Childcare is a profession and the individuals working as a childcare professional understands the safety requirements for children in their care and would not jeopardize the security of children. The current state childcare laws are constantly reviewed by professionals in the field.
- D. In conclusion, there should be a case by case ruling on whether or not a business should be allowed to open based on hours of operation, grandfather factors, and environmental safety history. The current laws are based on moral issues (adult entertainment and alcohol) instead of business decisions and how it affects the public as a whole.

Point of contact for this letter is Dr. Alfred J. Bost Jr., PhD at 910-237-3974.

Thank You

A handwritten signature in black ink that reads "Dr. Alfred J. Bost Jr." The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Dr. Alfred J. Bost Jr., PhD

Vice President/Owner of Koala Daycare Centers, Inc
Retired USA Officer

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE TO AMEND CITY CODE 30-4.C.3 USE SPECIFIC STANDARDS TO DELETE THE SEPARATION REQUIREMENT BETWEEN CHILD CARE CENTERS AND BARS, NIGHTCLUBS OR COCKTAIL USES.

BE IT ORDAINED, by the City Council of the City of Fayetteville, North Carolina, that the Unified Development Ordinance adopted December 13, 2010 as Chapter 30 of the Code of Ordinances of the City of Fayetteville and last amended January 23, 2012, be amended as follows:

Section 1. Amend Sec. 30-4.C.3(a)(1) Use specific standards for child care centers to delete the separation standard between child care centers and bars, nightclubs or cocktail uses, as follows:

1. PUBLIC AND INSTITUTIONAL USES

(a) Day Care

(1) Child Care Centers (non-residential) in any district

Child care centers, including pre-schools, shall be licensed as a child care center by the State and comply with all State regulations for child care centers and the following standards:

a. Separation

Child care centers shall be located at least 500 linear feet from the following uses, except that child care centers in commercial districts are exempted from meeting the separation from bar, nightclub or cocktail uses:

- i. Adult entertainment;
- ii. Bar, nightclub, or cocktail use; or
- iii. Entertainment establishment.

Explanation: The applicant requests that the separation standard for child care centers be deleted. Shown above is a draft of the most narrow application of the request which would still meet the needs of the applicant. This change would apply city-wide in contrast to the recent amendment for the Downtown District. The city-wide reverse impact on bars, nightclubs or cocktail lounges would be much more pervasive than the change in the downtown standards.

Section 2. The City Clerk is hereby authorized to revise formatting, correct typographical errors, verify and correct cross references, indexes, and diagrams as necessary to codify, publish, and/or accomplish the provisions of this ordinance or future text amendments as long as doing so does not alter the material terms of the Unified Development Ordinance.

Section 3. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of Ordinances, City of Fayetteville, North Carolina, and the sections of this ordinance may be renumbered to accomplish such intention.

ADOPTED this the 25th day of June, 2012.

CITY OF FAYETTEVILLE

ANTHONY G. CHAVONNE, Mayor

ATTEST:

City Clerk

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Karen S. Hilton, AICP Manager, Planning and Zoning Division
DATE: June 25, 2012
RE: **Text Amendment request by American Towers LLC to amend City Code Section 30-4.C.3(i)(4) Freestanding Towers, to allow required separation and setback standards to be considered during the special use permit process and waived or reduced by City Council upon finding good cause**

THE QUESTION:

Are the proposed changes to development standards for cellular towers consistent with public health, safety and welfare? (Also see the attached Commission staff report with seven standards for considering amendments to Chapter 30).

RELATIONSHIP TO STRATEGIC PLAN:

Greater Tax Base Diversity - Strong Local Economy
Livable Neighborhoods

BACKGROUND:

American Towers has been a frequent provider of towers or monopoles for various cellular service providers. American Towers and other providers are finding it increasingly difficult to meet both capacity needs and tower location standards. Tower location is subject to use-specific standards in Article 30-4.C (in this case, the 1500 foot separation between towers and the required setbacks), which are not eligible for a variance from the Board of Adjustment. To increase the potential to use sites that may have less impact than a site meeting the criteria, American Towers is proposing to allow reductions in the separation and setback standards based on evaluations of specific conditions during the special use process.

On May 15, 2012, the Planning Commission considered the proposed text amendment and, with some modifications now incorporated in the attached ordinance draft, recommended approval.

ISSUES:

The requested text amendment was evaluated relative to the seven criteria (see attached report to the Planning Commission) for changes proposed to Chapter 30. Staff and the Planning Commission supported the change to allow consideration of a reduction in or waiver of the separation requirements in individual cases based on evidence presented during the quasi-judicial hearing. There were reservations about making reductions to the setback standards more broadly available. At the Planning Commission meeting, staff and the Commission supported a more tightly drawn alternative that limited the possibility for reducing setbacks to certain existing conditions and to evidence from a certified structural engineer that no safety issues were created by the reduced setback.

Key considerations were the growing demands for cellular services, the increasingly limited options for locations if the spacing standard remains inflexible, and the potential for an established site to meet increased service needs with less negative impact on the community compared to a new location.

More in-depth analysis (such as) to better inform City Council regarding changes in the standards could be provided with additional time and resources for special expertise. Alternatively, information about such aspects as current location patterns, trends in usage, location needs and state of the art techniques in how those needs could be met could be requested from the applicant during the hearing.

BUDGET IMPACT:

The provision of cell towers, which are the facilities immediately impacted by the proposed text amendment, require minimal additional public services and thus usually have positive impacts on the budget.

OPTIONS:

1. Approve the text amendment as modified and requested by the applicant (recommended).
2. Modify and approve the proposed text amendment.
3. Defer or continue the hearing [to date certain] and provide guidance for further research or modification.
4. Deny the proposed text amendment.

RECOMMENDED ACTION:

Staff and the Planning Commission recommends that the City Council move to APPROVE as modified, or, alternatively, to CONTINUE THE HEARING [to a specific date] to allow additional research or modification.

ATTACHMENTS:

Staff report to PC

Applicant Request

Ordinance draft - Cell tower separation and setback stds

**Staff Report
Proposed Text Amendment
for Changes to the Separation Standard
For Cell Towers
Requested by American Towers LLC.**

Request: Attached is the request by American Towers LLC, to amend the Use-specific standards in Article 30-4.C.3(c)(1) to allow approval of a reduction or waiver of setbacks and of the required 1,500 foot separation between cellular towers if good cause is shown during the special use permit process.

Background. American Towers has been a frequent provider of towers or monopoles for various cellular service providers. Most recently the company has submitted a Special Use Permit request for a new tower that would be located immediately beside an older tower that is at capacity and is located within the required setback. That case is still pending consideration by the Zoning Commission but is contingent upon approval of this requested amendment to the regulations. Since use-specific standards in Article 30-4.C are not eligible for a variance from the Board of Adjustment, American Towers is proposing the amendment as an alternate method of considering and approving unique circumstances.

Analysis. The UDO provides seven standards of review for proposed text amendments. Each standard is listed in the following table, along with staff analysis of how each standard applies to the proposed changes in the spacing and setback requirements for telecommunication facilities.

| Standard | Analysis |
|--|--|
| 1) Whether and the extent to which the proposed amendment is consistent with all City-adopted plans that are applicable; | The City Strategic Plan includes the goal of a Strong Local Economy, which speaks generally to this amendment but without clear guidance. |
| 2) Whether the proposed amendment is in conflict with any provision of this Ordinance, and related City regulations; | The proposed change regarding spacing does not appear to conflict with other portions of the development code or with adopted plans if accompanied by some criteria for reducing the spacing. It could be considered consistent with another recently recommended amendment associated with large group homes / transitional housing / halfway houses. |
| 3) Whether and the extent to which there are changed conditions that require an amendment; | The applicant cites the increasing density of development which both removes available sites and increases demand for the services. The amendment would provide the opportunity to consider some sites that could meet all the code and provider criteria except for setbacks and spacing from another tower/monopole. Staff is comfortable with reductions to the spacing standard based on certain standards, but does not agree with the reduction of setbacks, which are based on the height of the facility and |

| | |
|--|---|
| | the type of adjacent zoning/use. In addition to being related to the 'fall zone' in extreme circumstances, the increased setback relative to height helps reduce the immediacy of impact on adjacent development. |
| 4) Whether and the extent to which the proposed amendment addresses a demonstrated community need; | Cellular transmissions are now critical elements of residential and business communications, and gaps in coverage can influence decisions about investment, but they can be intrusive, with negative impact that dampens or undercuts nearby investment. |
| 5) Whether and the extent to which the proposed amendment is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and would ensure efficient development within the City; | The proposed amendment regarding spacing appears consistent with the purpose and intent of the zoning regulations if accompanied by some criteria for evaluating the spacing. These criteria and the impacts of a specific facility can be evaluated during the SUP process. The setback standard, however, is directly related to compatibility and safety considerations. |
| 6) Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern; and | The proposed amendment regarding spacing appears to support logical and orderly development if accompanied by some criteria for evaluating the spacing. These criteria and the impacts of a specific facility can be evaluated during the SUP process. The same argument is less applicable to setback variances. |
| 7) Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment | No negative environmental impacts are anticipated as a result of the proposed code change. |

Recommendation. Staff recommends approval only of the portion of the proposed code amendment related to the required separation from another tower if supported by evidence during the SUP process, with the following language describing appropriate circumstances: The 1,500-foot standard may be reduced or waived through the special use permit process based on mitigating circumstances which may include, but are not limited to, topographical or transportation facility barriers (such as rivers, railways, and major highways), degree or extent of separation from other such uses, and surrounding neighborhood characteristics.

Options.

- Approve the text amendment as requested by the applicant.
- Modify and approve the proposed text amendment (Recommended by staff).
- Deny the proposed text amendment.

Attachments:

Letter of Application
Excerpt, Sec. 30-4.

Thomas H. Johnson, Jr.
Members
Admitted in NC

March 12, 2012

VIA UPS NEXT DAY AIR

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

Re: American Towers L.L.C. ("American Tower")
Application for Special Use Permit for Telecommunications Tower
at 115 Duplinwood Road, Fayetteville, NC 28311

Dear Mr. Harmon:

Charleston
Charlotte
Columbia
Greensboro
Greenville
Hilton Head
Myrtle Beach
Raleigh

Enclosed you will find an Application for a Special Use Permit for a telecommunications tower at 115 Duplinwood Road in Fayetteville for American Tower ("Application"). As you can see from the enclosed Application, American Tower is proposing to put a new unipole tower adjacent to an existing self-supporting tower at this location. The original tower has reached its capacity, and American Tower needs an additional tower to provide for necessary additional wireless capacity in this growing area of Fayetteville. American Tower worked very hard to try to find another site in the area without success. As a result, American Tower decided to use this existing site, which has been in place for many years and is heavily wooded, to put the new tower. The new tower will comply with the preference by the City of Fayetteville for unipole towers (monopole towers with the antennas hidden within the tower) in residential areas. Since there is already an existing lattice tower at this site, the new monopole tower will be less conspicuous than the tower that exists.

The existing tower has been in place for so long that it predates the Telecommunications Facilities Ordinance ("Ordinance"). Therefore, the tower site is not large enough to accommodate the setbacks as required under the Ordinance. In order to be able to construct the proposed unipole tower at this site, it would be necessary to revise the Ordinance to allow for a reduced setback and to allow for two

4141 Parklake Avenue T 919.786.2764
Suite 200 F 919.788.1104
Raleigh, NC 27612 E TJohnson@nexsenpruet.com
www.nexsenpruet.com Nexsen Pruet, PLLC
Attorneys and Counselors at Law

NPRAL1:186535.2-LT-(KCORE) 038532-00080

Mr. Craig Harmon, AICP, Planner II

March 12, 2012

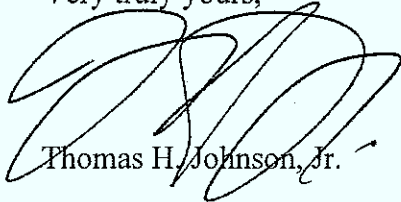
Page 2

(2) towers to be constructed next to one another which will be a variation from the separation requirement of the Ordinance. Since American Tower is seeking a reduced setback, we have enclosed a fall-zone letter that indicates that the new tower, if it fails, will fall within the tower site.

We do not want to seek a variance for this site but, instead, propose that concurrent with our Special Use Application, the Council consider amending Section (4) e. and f. to allow the City Council to reduce the setback and separation requirements if the applicant presents good cause for the reduction. As the City of Fayetteville grows and its telecommunication needs increase, it will be more difficult to find parcels that are large enough to meet the current setback requirement. In addition, as the capacity of the existing towers is exceeded, it will become necessary to construct towers that might be closer together than 1,500 feet. So that the citizens of the City of Fayetteville can have the best wireless coverage and technology that is offered and in order to maintain and attract development to the City of Fayetteville, there may be situations where the setback and separation requirements need to be reduced. To provide flexibility, the Council should be able to make this decision in an appropriate situation. Therefore, I request that, concurrent with our Special Use Permit Application, Council also consider amendments to Section (4) e. and f. to provide that the setback and separation requirements can be reduced in the discretion of the Council for good cause shown by the applicant.

If you need a more formal application for the request for the Ordinance amendment, please do not hesitate to contact me. Thank you very much for your assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read 'THJ', is written over the typed name 'Thomas H. Johnson, Jr.'.

Enclosures

cc: Jason Groseclose (Via E-mail)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE TO AMEND PORTIONS OF CITY CODE 30-4.C(4) USE SPECIFIC STANDARDS FOR CELL TOWERS TO ALLOW CONSIDERATION OF REDUCTIONS IN SEPARATION AND SETBACK STANDARDS.

BE IT ORDAINED, by the City Council of the City of Fayetteville, North Carolina, that the Unified Development Ordinance adopted December 13, 2010 as Chapter 30 of the Code of Ordinances of the City of Fayetteville and last amended May 29, 2012, be amended as follows:

Section 1. Amend Section 30-4.C(4) to add a new Section “e.iii” regarding setbacks on sites with existing towers already non-conforming as to setbacks, and Section “f” regarding separation between existing and proposed towers, as follows:

e. Setbacks

- i. Except as provided in subsection iii, 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

| 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.

[new] iii. When a tower, building or other structure is being added to an existing telecommunications tower site that was in existence prior to the adoption of the setback requirements under subsection b.i. and ii. above and the existing site does not comply with the setback requirements of subsection b.i. and ii., the Council, upon good cause shown by the applicant and evidence provided by a certified structural engineer regarding the safety of the proposed setback, may reduce the setback requirements for

the tower, building or other structure to be added to the existing site.

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. The 1,500-foot standard may be reduced or waived through the special use permit process based on mitigating circumstances which may include, but are not limited to, topographical or transportation facility barriers (such as rivers, railways and major highways), degree or extent of separation from other such uses and surrounding neighborhood characteristics

g.

Explanation: The increased demand for capacity and the decreasing availability of tower sites where usage is highest combine to indicate the value of some flexibility if, during the special use permit process for a specific site, findings support the reduction in spacing or in setbacks. Considerations during the SUP process would include such things as significant barriers, extent of separation, impacts on surrounding neighborhood(s), mitigating site characteristics, or similar findings as well as such standard considerations of need, available alternatives, and impacts on surrounding uses.

Section 2. The City Clerk is hereby authorized to revise formatting, correct typographical errors, verify and correct cross references, indexes, and diagrams as necessary to codify, publish, and/or accomplish the provisions of this ordinance or future text amendments as long as doing so does not alter the material terms of the Unified Development Ordinance.

Section 3. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of Ordinances, City of Fayetteville, North Carolina, and the sections of this ordinance may be renumbered to accomplish such intention.

ADOPTED this the 25th day of June, 2012.

CITY OF FAYETTEVILLE

ANTHONY G. CHAVONNE, Mayor

ATTEST:

City Clerk

CITY COUNCIL ACTION MEMO

TO: Mayor and City Council
FROM: Bart Swanson, Housing and Code Enforcement Division Manager
DATE: June 25, 2012
RE: **Uninhabitable Structures Demolition Recommendations**

- **603 Carthage Drive**
 - **1607 Coley Drive**
 - **912 Weiss Avenue**
-

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:

603 Carthage 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 residential home that was inspected and condemned as a dangerous structure on February 29, 2012. A hearing on the condition of the structure was conducted on March 14, 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 March 15, 2012. To date there have been no repairs to the structure. There is no record of utilities to the structure. In the past 24 months there have been 0 calls for 911 service to the property. There has been 1 code violation case with no pending assessments. The low bid for demolition is \$2,400.00.

1607 Coley 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 residential home that was inspected and condemned as a blighted structure on February 29, 2012. A hearing on the condition of the structure was conducted on March 14, 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 March 15, 2012. To date there have been no repairs to the structure. The utilities to the structure have been disconnected since May 2009. In the past 24 months there have been 5 calls for 911 service to the property. There have been 4 code violation cases with pending assessments of \$899.75 for lot cleaning. The low bid for demolition is \$1,700.00.

912 Weiss Avenue

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 residential home that was inspected and condemned as a blighted structure on February 20, 2012. A hearing on the condition of the structure was conducted on April 4, 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 April 5, 2012. To date there have been no repairs to the structure. The utilities to the structure have been disconnected since July 2002. In the past 24 months there have been 3 calls for 911 service to the property. There have been 7 code violation cases with no pending assessments. The low bid for demolition is \$1,700.00.

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 \$5,800; 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-- 603 Carthage Drive

Docket-- 603 Carthage Drive

Ordinance-- 603 Carthage Drive

Photo 1-- 603 Carthage Drive

Photo 2-- 603 Carthage Drive

Photo 3-- 603 Carthage Drive

Photo 4-- 603 Carthage Drive

Photo 5-- 603 Carthage Drive

Photo 6-- 603 Carthage Drive

Aerial Map-- 1607 Coley Drive

Docket-- 1607 Coley Drive

Ordinance-- 1607 Coley Drive

Photo 1-- 1607 Coley Drive

Photo 2-- 1607 Coley Drive

Photo 3-- 1607 Coley Drive

Photo 4-- 1607 Coley Drive

Photo 5-- 1607 Coley Drive

Photo 6-- 1607 Coley Drive

Aerial Map-- 912 Weiss Avenue

Docket-- 912 Weiss Avenue

Ordinance-- 912 Weiss Avenue

Photo 1-- 912 Weiss Avenue

Photo 2-- 912 Weiss Avenue

Photo 3-- 912 Weiss Avenue

Photo 4-- 912 Weiss Avenue

This map displays a residential neighborhood with a grid of streets and individual lots. The highlighted parcel is located at the intersection of Carthage Dr, Murchison Rd, and Washington Dr. The map includes the following streets and lot numbers:

- Streets:** Murchison Rd, Edgecombe Ave, Washington Dr, Filter Plant Dr, Crawford St, Blue St, Bragg Blvd, Ames St, Carthage Dr, Martin Luther King Jr. Dr, Student Dr, Mary T. Edridge Dr, and Cumberland St.
- Highlighted Parcel:** A small triangular lot bounded by Carthage Dr, Murchison Rd, and Washington Dr. The lot numbers for this parcel are 0437-29-1031, 0437-29-0849, and 0437-29-2816.
- Other Lot Numbers:** 0438-01-8269, 0438-01-9285, 0438-01-9211, 0438-01-9136, 0438-11-1105, 0438-01-9167, 0438-01-9098, 0438-11-0013, 0438-10-0949, 0438-11-2050, 0438-10-4939, 0438-00-8985, 0438-10-0965, 0438-00-9901, 0438-10-0990, 0438-00-9837, 0438-10-1816, 0438-10-1842, 0438-10-1799, 0438-11-3160, 0438-11-2035, 0438-11-4003, 0438-10-2986, 0438-10-4954, 0438-10-3901, 0438-10-3637, 0438-10-5807, 0438-10-5842, 0438-10-4800, 0428-90-6947, 0438-10-7418, 0437-19-5954, 0437-19-6965, 0437-19-7925, 0437-19-7992, 0437-19-7992, 0437-19-9940, 0437-29-1031, 0437-29-0849, 0437-29-2816, 0437-29-2851, 0437-29-1747, 0437-29-0783, 0437-29-8794, 0437-29-3659, 0437-29-2685, 0437-29-2642, 0437-29-2610, 0437-29-1577, 0437-29-0591, 0437-19-9346, 0437-29-1329, 0437-19-9350, 0437-19-9235, 0437-29-5137-NAD, 0437-29-2067, 0437-28-3505, 0437-28-6770, 0437-29-8078, 0437-39-0272, 0437-39-3071, 0437-38-1911, 0437-38-2539, 0437-28-8494, 0437-28-9378, 0437-18-8322, 0437-18-8863, 0437-18-7555, 0437-18-4448, 0437-18-6405, 0437-18-2559, 0437-18-3544, 0437-18-0638, 0437-18-1655, 0437-08-8736, 0437-09-9216, 0437-09-9118, 0437-09-8132, 0437-09-8327, 0437-09-8582, 0437-09-9666, 0428-90-6947, 0437-19-4758, 0437-19-5787, 0437-19-7756, 0437-19-7595, 0437-19-8585, 0437-19-6419, 0437-19-4691, 0437-19-5670, 0437-19-6588, 0437-39-1623, 0437-39-0583, 0437-39-1581, 0437-39-2455, 0437-39-5410, 0437-39-4535, 0437-39-3672, 0437-39-3750, 0437-39-3706, 0437-39-2863, 0437-39-4924, 0437-39-2920, 0437-39-1997, 0437-30-1053, 0438-30-1110, 0438-30-0168, 0438-30-2261, 0438-30-3105, 0438-30-3049, 0438-30-3366, 0438-30-2315, 0438-30-0442, 0438-30-0580, 0438-20-8123, 0437-29-9977, 0437-29-9994, 0437-29-7991, 0438-20-9466, 0438-30-2554, 0438-30-3583, 0438-30-3523, 0438-31-4286, 0438-31-4468, 0438-31-4627.

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 | 603 Carthage Drive |
| Property Owner(s) | Heirs of Dorothy W. Holland Cary, NC |
| Date of Inspection | February 29, 2012 |
| Date of Hearing | March 14, 2012 |
| Finding/Facts of Scheduled Hearing | Notice to repair/demolish the structure within 60 days mailed March 15, 2012 |
| Owner's Response | None |
| Appeal Taken (Board of Appeals) | No |
| Other | No record of utilities. |
| | Hearing was advertised in the Fayetteville Observer newspaper March 2012. |
| | |
| Police Calls for Service (past 2 yrs) | 0 |

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 25th day of June, 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:

603 Carthage Drive
PIN 0437-29-1931

Being all of Lots Nos. 7 and 8, in Block No. 7, in College Park, as shown on map recorded in Book of Plats S No. 7, Page 102; and being the same lots conveyed to the party of the first part by W.E. Sharpe, et al, by deed dated May 12, 1923, and being recorded in the office of the Register of Deeds for Cumberland County, North Carolina.

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

Heirs of Dorothy W. Holland
1118 Queensbury Road
Cary, NC 27511

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City having been followed, the Inspections Director duly issued and served an order requiring the owners of said property to: repair or demolish the structure on or before May 15, 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 \$2,400.00 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 __25th____ day of __June____, 2012.

CITY OF FAYETTEVILLE

BY: _____
Anthony Chavonne, Mayor

ATTEST:

Pamela Megill, City Clerk



603

DANGER
DO NOT ENTER
PROPERTY IS UNDER
CONSTRUCTION



7-1-5-1



7-1-6-1



7-1-7-1





7-1-9-1

Address: 1607 Coley Dr Fayetteville, NC (0428-93-7092-)



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 | 1607 Coley Drive |
| Property Owner(s) | Heirs of Agnes R. Jacobs Houston, Tx. |
| Date of Inspection | February 29, 2012 |
| Date of Hearing | March 14, 2012 |
| Finding/Facts of Scheduled Hearing | Notice to repair/demolish the structure within 60 days mailed March 15, 2012 |
| Owner's Response | None |
| Appeal Taken (Board of Appeals) | No |
| Other | Utilities disconnected since May 2009. |
| | Hearing was advertised in the Fayetteville Observer newspaper March 2012. |
| | |
| Police Calls for Service (past 2 yrs) | 5 |

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 25th day of June, 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:

1607 Coley Drive
PIN 0428-93-7092

LEGAL: BEGINNING at a stake on the western margin of the second street West of the Murchison Road, which street is about parallel with Murchison Road, at a point 150 feet southwardly from the dividing line between Eugene Smith land and Elliott land, which point also is the southwest corner of a lot conveyed by Eugene Smith to Alice Porter, and runs thence South 49 degrees West 125 feet; thence parallel with West margin of the said street above described southwardly 50 feet; thence North 49 degrees East 125 feet to the western margin of said street; thence with western margin of said street northwardly 50 feet to the Beginning less and excepting that certain portion of said tract deeded to the City of Fayetteville in Deed Book 2558, page 209 of the Cumberland County Registry.

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

Heirs of Agnes R. Jacobs
1 Cougar Place #910
Houston, TX 770041-2621

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City having been followed, the Inspections Director duly issued and served an order requiring the owners of said property to: repair or demolish the structure on or before May 15, 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 \$1,700.00 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 __25th____ day of __June____, 2012.

CITY OF FAYETTEVILLE

BY: _____
Anthony Chavonne, Mayor

ATTEST:

Pamela Megill, City Clerk



1607

DANGER

DO NOT ENTER



7-1-14-1





7-1-16-1



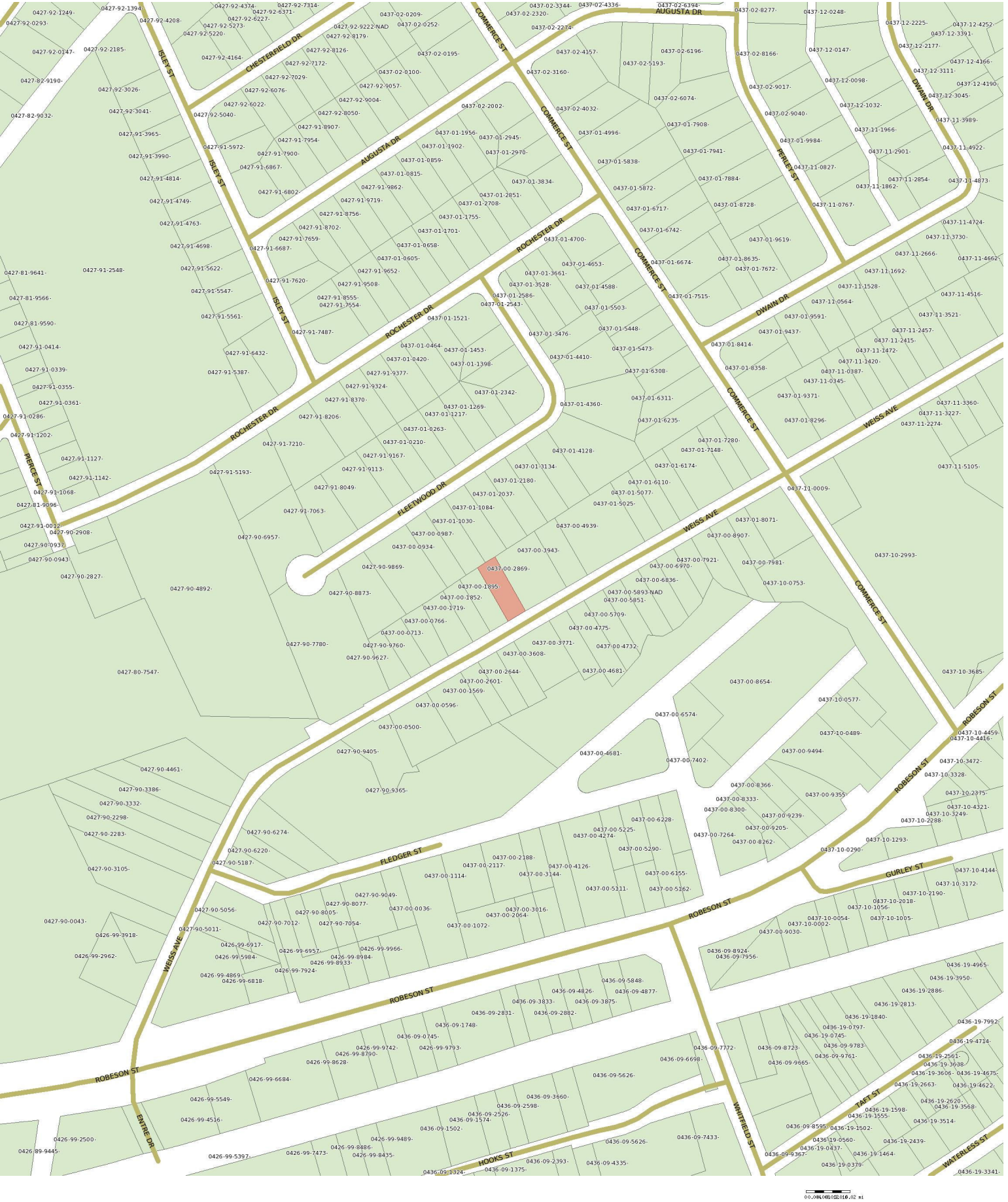
7-1-17-1



7-1-18-1

Current Parcel: 0437-00-1895-

Address: 912 Weiss Ave Fayetteville, NC (0437-00-1895-)



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 | 912 Weiss Avenue |
| Property Owner(s) | Gerald T Gandy Virginia Beach, Va. |
| Date of Inspection | February 20, 2012 |
| Date of Hearing | April 4, 2012 |
| Finding/Facts of Scheduled Hearing | Notice to repair/demolish the structure within 60 days mailed April 5, 2012 |
| Owner's Response | None |
| Appeal Taken (Board of Appeals) | No |
| Other | Utilities disconnected since July 2002. |
| | Hearing was advertised in the Fayetteville Observer newspaper March 2012. |
| | |
| Police Calls for Service (past 2 yrs) | 3 |

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 25th day of June, 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:

912 Weiss Avenue
PIN 0437-00-1895

Being all of Lot No. 328, in a subdivision known as SAVOY HEIGHTS, SECTION 1, according to a map of the same, being duly recorded in Plat Book 20, Page 21, Cumberland County Registry, North Carolina.

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

Gerald T. Gandy
1549 Harbourview Cove
Virginia Beach, VA 23464

- (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 June 4, 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 \$1,700.00 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 __25th____ day of __June____, 2012.

CITY OF FAYETTEVILLE

BY: _____
Anthony Chavonne, Mayor

ATTEST:

Pamela Megill, City Clerk





7 - 1 - 23 - 1





| |
|---------------------------------|
| CITY COUNCIL ACTION MEMO |
|---------------------------------|

TO: Mayor and Members of the City Council
FROM: Pamela Megill, City Clerk
DATE: June 25, 2012
RE: **Monthly Statement of Taxes for May 2012**

THE QUESTION:

RELATIONSHIP TO STRATEGIC PLAN:

BACKGROUND:

ISSUES:

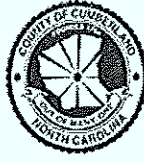
BUDGET IMPACT:

OPTIONS:

RECOMMENDED ACTION:

ATTACHMENTS:

May 2012 Tax Statement



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 *AD by K92*

Date: June 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 May 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
Attachments

Celebrating Our Past...Embracing Our Future

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

| DATE | REPORT # | REMITTED TO
FINANCE | 2011 CC | 2011 VEHICLE | 2011 CC
REVIT | 2011
VEHICLE
REVIT | 2011 FVT | 2011
TRANSIT | 2011
STORM
WATER | 2011 FAY
STORM
WATER |
|----------|----------|------------------------|------------|--------------|------------------|--------------------------|-----------|-----------------|------------------------|----------------------------|
| 05/01/12 | 2011-218 | 37,433.65 | 12,866.29 | 13,704.06 | 104.90 | 0.00 | 1,661.68 | 1,661.68 | 391.58 | 783.15 |
| 05/02/12 | 2011-219 | 27,630.97 | 7,069.92 | 14,292.14 | 0.00 | 22.08 | 1,654.24 | 1,654.25 | 321.80 | 643.61 |
| 05/03/12 | 2011-220 | 52,131.91 | 29,504.67 | 12,435.08 | 275.03 | 9.59 | 1,636.91 | 1,636.93 | 564.76 | 1,129.48 |
| 05/04/12 | 2011-221 | 57,711.16 | 18,627.94 | 26,056.41 | 394.74 | 14.35 | 3,200.07 | 3,200.09 | 789.78 | 1,579.53 |
| 05/07/12 | 2011-222 | 60,784.14 | 11,815.90 | 36,119.28 | 0.00 | 35.18 | 4,273.04 | 4,273.06 | 285.33 | 570.65 |
| 05/08/12 | 2011-223 | 34,900.68 | 10,103.48 | 13,396.37 | 3.72 | 0.27 | 1,653.07 | 1,653.07 | 170.79 | 341.60 |
| 05/09/12 | 2011-224 | 26,588.19 | 2,815.58 | 16,767.08 | 0.00 | 75.79 | 2,310.00 | 2,310.00 | 119.58 | 239.14 |
| 05/10/12 | 2011-225 | 41,734.28 | 21,102.31 | 14,477.22 | 0.00 | 2.88 | 1,675.00 | 1,675.00 | 326.70 | 653.42 |
| 05/11/12 | 2011-226 | 39,102.70 | 10,468.91 | 20,050.84 | 0.00 | 0.00 | 2,283.35 | 2,283.34 | 310.05 | 620.12 |
| 05/14/12 | 2011-227 | 53,988.64 | 9,786.63 | 33,650.96 | 0.00 | 97.56 | 3,465.44 | 3,465.41 | 296.28 | 592.57 |
| 05/15/12 | 2011-228 | 28,146.82 | 9,090.89 | 10,828.53 | 0.00 | 0.71 | 1,556.54 | 1,556.54 | 364.57 | 729.14 |
| 05/16/12 | 2011-229 | 37,520.81 | 14,269.05 | 15,342.23 | 0.00 | 0.00 | 1,857.71 | 1,857.70 | 388.48 | 776.98 |
| 05/17/12 | 2011-230 | 30,613.58 | 9,742.76 | 14,634.84 | 36.97 | 7.62 | 1,611.85 | 1,611.85 | 360.00 | 720.00 |
| 05/18/12 | 2011-231 | 62,685.15 | 39,962.95 | 12,517.16 | 57.65 | 0.00 | 1,495.00 | 1,495.00 | 1,040.66 | 2,081.32 |
| 05/21/12 | 2011-232 | 69,385.51 | 19,635.34 | 40,535.23 | 0.00 | 92.53 | 2,809.03 | 2,809.02 | 334.36 | 668.72 |
| 05/22/12 | 2011-233 | 20,016.71 | 6,255.19 | 8,692.86 | 83.00 | 0.00 | 933.35 | 933.34 | 87.99 | 176.00 |
| 05/23/12 | 2011-234 | 33,628.97 | 14,891.28 | 11,245.30 | 566.64 | 0.00 | 1,187.71 | 1,187.72 | 240.00 | 480.00 |
| 05/24/12 | 2011-235 | 27,064.23 | 9,370.57 | 11,056.75 | 0.00 | 0.00 | 1,205.00 | 1,205.00 | 257.42 | 514.85 |
| 05/25/12 | 2011-236 | 37,286.25 | 18,440.68 | 11,621.06 | 0.00 | 1.15 | 1,430.26 | 1,430.26 | 512.35 | 1,024.69 |
| 05/28/12 | 2011-237 | HOLIDAY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 05/29/12 | 2011-238 | 54,989.26 | 16,554.01 | 27,933.12 | 0.00 | 42.61 | 2,984.77 | 2,984.79 | 360.00 | 720.00 |
| 05/30/12 | 2011-239 | 34,053.33 | 15,739.30 | 11,474.25 | 0.00 | 37.10 | 1,416.30 | 1,416.32 | 343.90 | 687.81 |
| 05/31/12 | 2011-240 | 66,280.43 | 25,089.87 | 27,813.03 | 49.43 | 0.00 | 3,075.27 | 3,075.27 | 401.97 | 803.95 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| TOTALS | | 933,677.37 | 333,203.52 | 404,643.80 | 1,572.08 | 439.42 | 45,375.59 | 45,375.64 | 8,268.35 | 16,536.73 |

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

MAY 2012

2001-2011

| 2011 FAY
RECYCLE
FEE | 2011
ANNEX | 2010 CC | 2010 VEHICLE | 2010 CC
REVIT | 2010 VEH
REVIT | 2010 FVT | 2010
TRANSIT | 2010
STORM
WATER | 2010 FAY
STORM
WATER | 2010 FAY
RECYCLE
FEE | 2010
ANNEX |
|----------------------------|---------------|-----------|--------------|------------------|-------------------|----------|-----------------|------------------------|----------------------------|----------------------------|---------------|
| 1,089.91 | 0.00 | 930.90 | 752.03 | 0.00 | 0.00 | 150.00 | 150.00 | 12.00 | 24.00 | 38.00 | 0.00 |
| 601.04 | 0.00 | 458.77 | (100.25) | 0.00 | 0.00 | 34.23 | 34.22 | 19.64 | 39.28 | 100.18 | 0.00 |
| 946.62 | 0.00 | 80.88 | 651.12 | 0.00 | 0.00 | 127.51 | 127.52 | 12.00 | 24.00 | 38.00 | 0.00 |
| 904.94 | 0.00 | 41.26 | 363.62 | 0.00 | 0.00 | 85.00 | 85.00 | 7.19 | 14.38 | 22.77 | 0.00 |
| 713.53 | 0.00 | 42.06 | 510.19 | 0.00 | 0.00 | 110.00 | 110.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 502.86 | 0.00 | 1,865.69 | 520.78 | 0.00 | 0.00 | 60.00 | 60.00 | 24.00 | 48.00 | 76.00 | 0.00 |
| 348.25 | 0.00 | 90.93 | 299.86 | 0.00 | 0.00 | 45.00 | 45.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 24.78 | 0.00 | 184.61 | 274.75 | 0.00 | 0.00 | 60.57 | 60.56 | 0.00 | 0.00 | 0.00 | 0.00 |
| 625.74 | 0.00 | 179.89 | 404.22 | 0.00 | 0.00 | 84.17 | 84.17 | 0.00 | 0.00 | 0.00 | 0.00 |
| 672.23 | 0.00 | 117.36 | 182.66 | 0.00 | 0.00 | 45.00 | 45.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 611.18 | 0.00 | 1,068.58 | 142.21 | 0.00 | 0.00 | 54.96 | 54.97 | 24.00 | 48.00 | 76.00 | 0.00 |
| 988.04 | 0.00 | 59.55 | 395.23 | 0.00 | 0.52 | 87.47 | 87.48 | (12.00) | (24.00) | (38.00) | 0.00 |
| 342.00 | 0.00 | 7.19 | 83.24 | 0.00 | 0.00 | 50.00 | 50.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 612.86 | 0.00 | 242.10 | 175.80 | 0.00 | 0.00 | 73.43 | 73.44 | 2.39 | 4.78 | 7.58 | 0.00 |
| 565.99 | 0.00 | 4.10 | 54.72 | 0.00 | 0.00 | 30.00 | 30.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 278.66 | 0.00 | 289.50 | 468.48 | 0.00 | 0.00 | 75.00 | 75.00 | 3.29 | 6.57 | 10.40 | 0.00 |
| 760.00 | 0.00 | 1,147.39 | 219.84 | 0.00 | 0.00 | 55.00 | 55.00 | 12.00 | 24.00 | 38.00 | 0.00 |
| 891.17 | 0.00 | 1,101.84 | 54.21 | 0.00 | 0.00 | 25.00 | 25.00 | 12.00 | 24.00 | 38.00 | 0.00 |
| 912.00 | 0.00 | 171.52 | 198.07 | 0.00 | 0.00 | 71.57 | 71.56 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 760.00 | 0.00 | 444.18 | 201.71 | 0.00 | 0.00 | 70.00 | 70.00 | 12.00 | 24.00 | 38.00 | 0.00 |
| 861.03 | 0.00 | 345.32 | 50.54 | 0.00 | 0.00 | 17.48 | 17.49 | 0.00 | 0.00 | 0.00 | 0.00 |
| 1,120.91 | 0.00 | 1,724.02 | 193.40 | 0.00 | 0.00 | 30.04 | 30.03 | 36.00 | 72.00 | 114.00 | 0.00 |
| | | | | | | | | | | | |
| 15,133.74 | 0.00 | 10,597.64 | 6,096.43 | 0.00 | 0.52 | 1,441.43 | 1,441.44 | 164.51 | 329.01 | 558.93 | 0.00 |

FAYETTEVILLE MACC LEDGER

MAY 2012

2001-2011

| 2009 CC | 2009 VEHICLE | 2009 CC REVIT | 2009 VEHICLE REVIT | 2009 FVT | 2009 TRANSIT | 2009 STORM WATER | 2009 FAY STORM WATER | 2009 FAY RECYCLE FEE | 2009 ANNEX | 2008 CC | 2008 VEHICLE | 2008 CC REVIT |
|----------|--------------|---------------|--------------------|----------|--------------|------------------|----------------------|----------------------|------------|---------|--------------|---------------|
| 225.25 | 251.95 | 0.00 | 0.00 | 60.00 | 60.00 | 12.00 | 24.00 | 38.00 | 0.00 | 0.00 | 142.90 | 0.00 |
| 0.00 | (370.91) | 0.00 | 0.00 | (10.00) | (10.00) | 0.00 | 0.00 | 0.00 | 0.00 | 15.20 | (63.34) | 0.00 |
| 19.74 | 317.15 | 0.00 | 0.00 | 33.90 | 33.91 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25.28 | 0.00 |
| 182.27 | (18.80) | 0.00 | 0.00 | 5.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 92.04 | 0.00 |
| 85.49 | 48.49 | 0.00 | 0.00 | 31.67 | 31.68 | 0.00 | 0.00 | 0.00 | 0.00 | 73.66 | 17.51 | 0.00 |
| 1,425.27 | 203.85 | 0.00 | 0.00 | 30.00 | 30.00 | 12.00 | 24.00 | 38.00 | 0.00 | 0.00 | 181.34 | 0.00 |
| 39.69 | 67.79 | 0.00 | 0.00 | 19.77 | 19.78 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 26.06 | 0.00 |
| (7.52) | (43.90) | 0.00 | 0.00 | 10.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (27.95) | 0.00 |
| 0.00 | 69.08 | 0.00 | 0.00 | 30.00 | 30.00 | 0.00 | 0.00 | 0.00 | 0.00 | 18.27 | 42.34 | 0.00 |
| 6.00 | 83.32 | 0.00 | 0.00 | 35.00 | 35.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.48 | (13.26) | 0.00 |
| 375.74 | 22.71 | 0.00 | 0.00 | 0.00 | 0.00 | 12.00 | 24.00 | 38.00 | 0.00 | 145.13 | 38.89 | 0.00 |
| 0.00 | 17.87 | 0.00 | 0.00 | 15.00 | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 40.92 | 0.00 |
| 0.00 | 18.33 | 0.00 | 0.00 | 10.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.29 | 0.00 |
| 58.04 | 97.23 | 0.00 | 0.00 | 27.47 | 27.47 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.67 | 0.00 |
| 42.02 | 15.10 | 0.00 | 0.00 | 5.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 124.30 | 0.00 |
| 77.45 | 126.17 | 0.00 | 0.00 | 20.34 | 20.34 | 0.00 | 0.00 | 0.00 | 0.00 | 46.82 | 168.70 | 0.00 |
| 10.06 | 20.19 | 0.00 | 0.00 | 6.21 | 6.21 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 39.40 | 0.00 |
| 276.46 | 85.93 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (116.02) | 0.00 |
| 0.00 | 94.42 | 0.00 | 0.00 | 5.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 16.89 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 55.17 | 31.03 | 0.00 | 0.00 | 20.00 | 20.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 19.64 | 0.00 |
| 424.90 | 45.05 | 0.00 | 0.00 | 10.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 227.54 | 85.15 | 0.00 | 0.00 | 35.44 | 35.43 | 24.00 | 48.00 | 76.00 | 0.00 | 15.90 | 60.74 | 0.00 |
| | | | | | | | | | | | | |
| 3,523.57 | 1,267.20 | 0.00 | 0.00 | 399.80 | 399.82 | 60.00 | 120.00 | 190.00 | 0.00 | 320.46 | 822.34 | 0.00 |

8-1-1-1-4

FAYETTEVILLE MACC LEDGER

MAY 2012

2001-2011

| 2008 VEH
REVIT | 2008 FVT | 2008
TRANSIT | 2008
STORM
WATER | 2008 FAY
STORM
WATER | 2008 FAY
RECYCLE | 2008
ANNEX | 2007 &
PRIOR
CC | 2007 &
PRIOR
VEH | 2007 &
PRIOR CC
REVIT | 2007 &
PRIOR
VEH
REVIT | 2007 &
PRIOR
FVT | 2007 &
PRIOR
STORM
WATER |
|-------------------|----------|-----------------|------------------------|----------------------------|---------------------|---------------|-----------------------|------------------------|-----------------------------|---------------------------------|------------------------|-----------------------------------|
| 0.00 | 32.04 | 22.06 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 179.94 | 0.00 | 0.00 | 25.00 | 0.00 |
| 0.00 | (5.00) | (5.00) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 209.87 | 0.00 | 0.00 | 20.00 | 0.00 |
| 0.00 | 15.00 | 10.00 | 12.00 | 0.00 | 0.00 | 0.00 | 0.00 | 52.70 | 0.00 | 0.00 | 19.52 | 0.00 |
| 0.00 | 25.00 | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 226.92 | 0.00 | 0.00 | 49.91 | 0.00 |
| 0.00 | 15.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 43.08 | 139.42 | 0.00 | 0.00 | 15.00 | 0.00 |
| 0.00 | 15.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6.65 | 282.11 | 0.00 | 0.00 | 55.00 | 0.00 |
| 0.00 | 9.97 | 9.97 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 60.79 | 0.00 | 0.00 | 15.00 | 0.00 |
| 0.00 | 5.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 24.57 | 20.00 | 10.05 | 0.00 | 0.00 | 0.00 | 20.96 | 115.56 | 0.00 | 0.00 | 40.00 | 0.00 |
| 0.00 | (5.00) | 0.00 | 12.00 | 0.00 | 0.00 | 0.00 | 0.00 | 23.27 | 0.00 | 0.00 | 10.00 | 48.00 |
| 0.00 | 10.03 | 10.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 11.27 | 0.00 | 0.00 | 2.36 | 0.00 |
| 0.00 | 10.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 50.73 | 39.90 | 0.00 | 0.00 | 15.00 | 0.00 |
| 0.00 | 5.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 97.51 | 0.00 | 0.00 | 20.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 38.28 | 51.72 | 0.00 | 0.00 | 25.00 | 0.00 |
| 0.00 | 20.00 | 20.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (10.27) | 0.00 | 0.00 | 5.00 | 0.00 |
| 0.00 | 25.00 | 15.00 | 12.00 | 0.00 | 0.00 | 0.00 | 2.61 | 87.53 | 0.00 | 0.00 | 8.65 | 60.00 |
| 0.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 89.92 | 0.00 | 0.00 | 20.00 | 0.00 |
| 0.00 | (5.00) | (5.00) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8.17 | 0.00 | 0.00 | 10.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 39.32 | 0.00 | 0.00 | 5.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 6.07 | 1.07 | 12.00 | 0.00 | 0.00 | 0.00 | 0.00 | 110.54 | 0.00 | 0.00 | 15.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10.99 | 35.43 | 0.00 | 0.00 | 5.00 | 0.00 |
| 0.00 | 10.00 | 5.00 | 12.00 | 24.00 | 42.00 | 0.00 | 148.40 | 44.37 | 0.00 | 0.00 | 0.00 | 0.55 |
| 0.00 | 222.68 | 153.13 | 70.05 | 24.00 | 42.00 | 0.00 | 321.70 | 1,895.99 | 0.00 | 0.00 | 380.44 | 108.55 |

FAYETTEVILLE MACC LEDGER

MAY 2012

2001-2011

| 2007 &
PRIOR FAY
STORM
WATER | 2007 &
PRIOR
ANNEX | INTEREST | REVIT
INTEREST | STORM
WATER
INTEREST | FAY
STORM
WATER
INTEREST | ANNEX
INTEREST | FAY
RECYCLE
INTEREST | FAY
TRANSIT
INTEREST | TOTAL TAX &
INTEREST |
|---------------------------------------|--------------------------|-----------|-------------------|----------------------------|-----------------------------------|-------------------|----------------------------|----------------------------|-------------------------|
| 0.00 | 0.00 | 1,816.03 | 1.66 | 21.50 | 43.09 | 0.00 | 57.15 | 100.90 | 37,433.65 |
| 0.00 | 0.00 | 854.40 | 0.09 | 19.00 | 38.06 | 0.00 | 44.39 | 49.06 | 27,630.97 |
| 0.00 | 0.00 | 2,153.17 | 30.48 | 29.74 | 56.64 | 0.00 | 47.61 | 74.97 | 52,131.91 |
| 0.00 | 0.00 | 1,512.37 | 8.90 | 37.71 | 75.53 | 0.00 | 50.64 | 56.60 | 57,711.16 |
| 0.00 | 0.00 | 1,263.95 | 0.00 | 14.42 | 28.93 | 0.00 | 36.26 | 71.36 | 60,784.14 |
| 0.00 | 0.00 | 1,961.74 | 0.17 | 15.34 | 30.68 | 0.00 | 46.65 | 53.18 | 34,900.68 |
| 0.00 | 0.00 | 759.75 | 0.00 | 6.34 | 12.67 | 0.00 | 19.28 | 55.12 | 26,588.19 |
| 0.00 | 0.00 | 1,149.06 | 0.06 | 18.64 | 37.26 | 0.00 | 10.97 | 49.86 | 41,734.28 |
| 0.00 | 0.00 | 1,154.33 | 0.00 | 14.61 | 24.29 | 0.00 | 24.72 | 69.12 | 39,102.70 |
| 0.00 | 0.00 | 1,155.44 | 0.00 | 43.81 | 26.69 | 0.00 | 31.78 | 74.01 | 53,988.64 |
| 0.00 | 0.00 | 1,074.67 | 0.02 | 20.83 | 41.71 | 0.00 | 48.74 | 63.87 | 28,146.82 |
| 0.00 | 0.00 | 1,109.50 | 0.04 | 21.43 | 42.94 | 0.00 | 39.84 | 61.20 | 37,520.81 |
| 0.00 | 0.00 | 1,066.32 | 0.28 | 18.05 | 36.17 | 0.00 | 17.30 | 47.01 | 30,613.58 |
| 0.00 | 0.00 | 2,294.71 | 0.00 | 47.53 | 95.07 | 0.00 | 27.29 | 51.55 | 62,685.15 |
| 0.00 | 0.00 | 1,456.20 | 0.00 | 17.42 | 34.89 | 0.00 | 28.50 | 53.31 | 69,385.51 |
| 0.00 | 30.76 | 824.69 | 0.62 | 48.19 | 12.51 | 0.41 | 19.78 | 40.51 | 20,016.71 |
| 0.00 | 0.00 | 1,170.55 | 28.46 | 13.73 | 27.56 | 0.00 | 43.64 | 33.16 | 33,628.97 |
| 0.00 | 0.00 | 903.25 | 0.00 | 14.86 | 29.84 | 0.00 | 51.11 | 29.82 | 27,064.23 |
| 0.00 | 0.00 | 1,074.75 | 0.00 | 25.51 | 51.05 | 0.00 | 44.27 | 39.87 | 37,286.25 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 1,336.02 | 0.03 | 24.35 | 41.00 | 0.00 | 45.80 | 52.35 | 54,989.26 |
| 0.00 | 0.00 | 973.03 | 0.00 | 18.34 | 36.79 | 0.00 | 46.77 | 30.19 | 34,053.33 |
| 1.10 | 0.00 | 1,492.69 | 0.00 | 35.21 | 70.54 | 0.00 | 104.80 | 52.38 | 66,280.43 |
| | | | | | | | | | |
| 1.10 | 30.76 | 28,556.62 | 70.81 | 526.56 | 893.91 | 0.41 | 887.29 | 1,209.40 | 933,677.37 |

8-1-1-0

MAY