FAYETTEVILLE CITY COUNCIL
AGENDA
REGULAR MEETING
MARCH 2, 1992
7:00 P.M.

Pillow absent at beginning - excused

FAYETTEVILLE CITY COUNCIL
AGENDA
REGULAR MEETING
CITY HALL COUNCIL CHAMBER
MARCH 2, 1992
7:00 P.M.

INVOCATION - PLEDGE OF ALLEGIANCE

RECOGNITION:

ITEM 1. Approval of Agenda

ITEM 2. Consent:

8/0 As amended

Adl WT A&K 8/0

A. Approve minutes of regular meeting of February 18, 1992.

B. Adopt resolution to acquire an easement (Parcel "C") for Elm Street Drainage Project - Phase II.

C. Adopt resolution to acquire an easement (Parcel "D") for Elm Street Drainage Project - Phase II.

D. Adopt demolition ordinances on the following properties:

1. 720 Weiss Avenue (Owner: Deloris Leflore)
2. 1107 Clark Street (Owner: John & Pat Russo)
3. 830 Cumberland Street (Owner: Janie Williams, James E. Williams, Eugene Williams, Sarah Jane Milligan, Clarence Morgan, Jr., Linda Gray Morgan, James & Louis McNeill, County of Cumberland Tax Authority)

E. Approve Amendment to Supplemental Agreement Number 16 with Wilbur Smith Associates.

F. Approve Agreement with Federal Aviation Administration.

G. Approve repeal of Section 21-50 of the Fayetteville City Code, "Telephone on streets".

H. Approve repeal of Section 17-50 of the Fayetteville City Code, "Penalty".

I. Approve request for legal representation. — Ted Guthie @ 85 [illegible]

J. Adopt Special Revenue Fund Project Ordinance Amendments 92-1 and 92-2.

8/0 K. Adopt Budget Ordinance Amendment 92-10.

L. Adopt Budget Ordinance Amendment 92-11.

M. Award contract for finished water metering facilities at Glenville Lake Water Treatment Plant to R.D. Braswell Construction Company, low bidder. (PWC)

N. Award contract for equipment associated with Reilly Road 230kV switching station, Waters Edge 230-69kV substation and substation structures to Rigby Electric and Clark Corporation, low bidders. (PWC)

O. Approve Amendment to Consent Judgment for Cross Creek Wastewater Treatment Plant. (PWC)

P. Authorize City Manager to execute lease agreement between City of Fayetteville and Cumberland County for space in property located at 116 Green Street.

ITEM 3. Public Hearings:

A 8/0 option 1

A. Consideration of adoption of an ordinance extending the corporate limits of the City of Fayetteville, N.C. (The Greens, Section 1, Part 1 - Property of Broadwell Land Company Contiguous Area) (Continued from February 18, 1992, meeting)

B. Consideration of petition for speed limit reduction on Ruth Street.

ITEM 4. Consideration of appeal of assessment on Southland Drive. (Continued from February 3, 1992)

ITEM 5. Consideration of adoption of demolition ordinance for property located at 110 Pond Street. (Owner: Thomas J. Keith) (Appearing Tom Keith)

ITEM 6. Consideration of request to appear before Council from James Bass regarding demolition permit fees.

ITEM 7. Consideration of a resolution for acceptance of Brinkley Street from Thad Street (formerly Third Street) to Fourth Street for City maintenance.

ITEM 8. Consideration of agreement for Enhanced 911 service between City of Fayetteville and Carolina Telephone and Telegraph.

ITEM 9. Consideration of adoption of resolution fixing date of public hearing on question of annexation pursuant to G.S. 160A-31, as amended. (Skibo Square - Contiguous area)

ITEM 10. Consideration of adoption of resolution identifying an area as being under consideration for future annexation. (Readoption of previously identified area)

ITEM 11. Consideration of proposals for commercial garbage collection.

ITEM 12. Appointments:

A. Nominations to fill two vacancies on Appearance Commission.

B. Nominations to fill seven vacancies on Human Relations Commission.

ITEM 13. Administrative Reports:

A. Report on Street Lighting Improvement Program.

B. People assisting victims

C. Tax evaluation

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 Room 217, 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 and 7:00 p.m.

~~ITEM 14~~. Tax evaluation

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

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 fifteen (15) 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.

kblb

FAYETTEVILLE CITY COUNCIL
AGENDA
REGULAR MEETING
CITY HALL COUNCIL CHAMBER
MARCH 2, 1992
7:00 P.M.

Pilow excused

INVOCATION - PLEDGE OF ALLEGIANCE

RECOGNITION:

ITEM 1. Approval of Agenda

ITEM 2. Consent:

All but A&K 8/0

8/0 as amended A. Approve minutes of regular meeting of February 18, 1992.

B. Adopt resolution to acquire an easement (Parcel "C") for Elm Street Drainage Project - Phase II.

C. Adopt resolution to acquire an easement (Parcel "D") for Elm Street Drainage Project - Phase II.

D. Adopt demolition ordinances on the following properties:

1. 720 Weiss Avenue (Owner: Deloris Leflore)
2. 1107 Clark Street (Owner: John & Pat Russo)
3. 830 Cumberland Street (Owner: Janie Williams, James E. Williams, Eugene Williams, Sarah Jane Milligan, Clarence Morgan, Jr., Linda Gray Morgan, James & Louis McNeill, County of Cumberland Tax Authority)

E. Approve Amendment to Supplemental Agreement Number 16 with Wilbur Smith Associates.

F. Approve Agreement with Federal Aviation Administration.

G. Approve repeal of Section 21-50 of the Fayetteville City Code, "Telephone on streets".

H. Approve repeal of Section 17-50 of the Fayetteville City Code, "Penalty".

I. Approve request for legal representation. – Rod Guthrie @ 85¢

J. Adopt Special Revenue Fund Project Ordinance Amendments 92-1 and 92-2.

8/0 K. Adopt Budget Ordinance Amendment 92-10.

L. Adopt Budget Ordinance Amendment 92-11.

M. Award contract for finished water metering facilities at Glenville Lake Water Treatment Plant to R.D. Braswell Construction Company, low bidder. (PWC)

N. Award contract for equipment associated with Reilly Road 230kV switching station, Waters Edge 230-69kV substation and substation structures to Rigby Electric and Clark Corporation, low bidders. (PWC)

O. Approve Amendment to Consent Judgment for Cross Creek Wastewater Treatment Plant. (PWC)

P. Authorize City Manager to execute lease agreement between City of Fayetteville and Cumberland County for space in property located at 116 Green Street.

ITEM 3. Public Hearings:

A. Consideration of adoption of an ordinance extending the corporate limits of the City of Fayetteville, N.C. (The Greens, Section 1, Part 1 - Property of Broadwell Land Company Contiguous Area) (Continued from February 18, 1992, meeting)

PRESENTED BY: City Manager

A 8/0 Option 1

RECOMMENDED ACTION: See attached memorandum

B. Consideration of petition for speed limit reduction on Ruth Street.

PRESENTED BY: City Traffic Engineer

A 8/0

RECOMMENDED ACTION: Approval

ITEM 4. Consideration of appeal of assessment on Southland Drive. (Continued from February 3, 1992)

PRESENTED BY: City Attorney

A 8/0 RECOMMENDED ACTION: Denial of request

ITEM 5. Consideration of adoption of demolition ordinance for property located at 110 Pond Street. (Owner: Thomas J. Keith) (Appearing Tom Keith)

8/0 work done within 90 days

PRESENTED BY: Inspections Department Staff

RECOMMENDED ACTION: Adoption of ordinance

ITEM 6. Consideration of request to appear before Council from James Bass regarding demolition permit fees.

A 8/0 set at new construction for 60 days

ITEM 7. Consideration of a resolution for acceptance of Brinkley Street from Thad Street (formerly Third Street) to Fourth Street for City maintenance.

PRESENTED BY: City Manager

RECOMMENDED ACTION: See attached memorandum

Not accept unless brought up to City std.

ITEM 8. Consideration of agreement for Enhanced 911 service between City of Fayetteville and Carolina Telephone and Telegraph.

PRESENTED BY: Assistant City Manager for Operations

RECOMMENDED ACTION: Authorize Mayor to execute agreement

A 8/0 as amended

ITEM 9. Consideration of adoption of resolution fixing date of public hearing on question of annexation pursuant to G.S. 160A-31, as amended. (Skibo Square - Contiguous area)

PRESENTED BY: Assistant City Manager for Operations

RECOMMENDED ACTION: Adoption of resolution

A 7/1 (Ross)

ITEM 10. Consideration of adoption of resolution identifying an area as being under consideration for future annexation. (Readoption of previously identified area)

PRESENTED BY: Assistant City Manager for Operations

RECOMMENDED ACTION: Adoption of resolution

A 8/0

ITEM 11. Consideration of proposals for commercial garbage collection.

PRESENTED BY: City Manager

RECOMMENDED ACTION: See attached memorandum

ITEM 12. Appointments:

A. Nominations to fill two vacancies on Appearance Commission.

B. Nominations to fill seven vacancies on Human Relations Commission.

ITEM 13. Administrative Reports:

A. Report on Street Lighting Improvement Program.

kblc

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AGENDA
REGULAR MEETING
CITY HALL COUNCIL CHAMBER
MARCH 2, 1992
7:00 P.M.

INVOCATION - PLEDGE OF ALLEGIANCE

RECOGNITION:

ITEM 1. Approval of Agenda

ITEM 2. Consent:

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E. Approve Amendment to Supplemental Agreement Number 16 with Wilbur Smith Associates.

F. Approve Agreement with Federal Aviation Administration.

G. Approve repeal of Section 21-50 of the Fayetteville City Code, "Telephone on streets".

H. Approve repeal of Section 17-50 of the Fayetteville City Code, "Penalty".

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K. Adopt Budget Ordinance Amendment 92-10.

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M. Award contract for finished water metering facilities at Glenville Lake Water Treatment Plant to R.D. Braswell Construction Company, low bidder. (PWC)

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O. Approve Amendment to Consent Judgment for Cross Creek Wastewater Treatment Plant. (PWC)

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ITEM 3. Public Hearings:

A. Consideration of adoption of an ordinance extending the corporate limits of the City of Fayetteville, N.C. (The Greens, Section 1, Part 1 - Property of Broadwell Land Company Contiguous Area) (Continued from February 18, 1992, meeting)

PRESENTED BY: City Manager

RECOMMENDED ACTION: See attached memorandum

B. Consideration of petition for speed limit reduction on Ruth Street.

PRESENTED BY: City Traffic Engineer

RECOMMENDED ACTION: Approval

ITEM 4. Consideration of appeal of assessment on Southland Drive. (Continued from February 3, 1992)

PRESENTED BY: City Attorney

RECOMMENDED ACTION: Denial of request

ITEM 5. Consideration of adoption of demolition ordinance for property located at 110 Pond Street. (Owner: Thomas J. Keith) (Appearing Tom Keith)

PRESENTED BY: Inspections Department Staff

RECOMMENDED ACTION: Adoption of ordinance

ITEM 6. Consideration of request to appear before Council from James Bass regarding demolition permit fees.

ITEM 7. Consideration of a resolution for acceptance of Brinkley Street from Thad Street (formerly Third Street) to Fourth Street for City maintenance.

PRESENTED BY: City Manager

RECOMMENDED ACTION: See attached memorandum

ITEM 8. Consideration of agreement for Enhanced 911 service between City of Fayetteville and Carolina Telephone and Telegraph.

PRESENTED BY: Assistant City Manager for Operations

RECOMMENDED ACTION: Authorize Mayor to execute agreement

ITEM 9. Consideration of adoption of resolution fixing date of public hearing on question of annexation pursuant to G.S. 160A-31, as amended. (Skibo Square - Contiguous area)

PRESENTED BY: Assistant City Manager for Operations

RECOMMENDED ACTION: Adoption of resolution

ITEM 10. Consideration of adoption of resolution identifying an area as being under consideration for future annexation. (Readoption of previously identified area)

PRESENTED BY: Assistant City Manager for Operations

RECOMMENDED ACTION: Adoption of resolution

ITEM 11. Consideration of proposals for commercial garbage collection.

PRESENTED BY: City Manager

RECOMMENDED ACTION: See attached memorandum

ITEM 12. Appointments:

A. Nominations to fill two vacancies on Appearance Commission.

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ITEM 13. Administrative Reports:

A. Report on Street Lighting Improvement Program.

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POLICY REGARDING CITY COUNCIL MEETING PROCEDURES
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kbla

FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
CITY HALL COUNCIL CHAMBERS
433 HAY STREET
TUESDAY, FEBRUARY 18, 1992
7:00 P.M.

DRAFT

Present: Mayor J. L. Dawkins

Councilmembers Mildred Evans (at-large); Milo McBryde (at-large); Nat Robertson (at-large); Tommy Bolton (District 1); Joseph Pillow (District 3); Thelbert Torrey (District 4); Suzan Cheek (District 5) arrived at 7:47 p.m.; and Mark Kendrick (District 6)

Members Absent: Ida Ross (District 2)

Others Present: John P. Smith, City Manager
Roger L. Stancil, Assistant City Manager for Operations
John B. Brown, Jr., Assistant City Manager for Administration and Finance
Robert C. Cogswell, Jr., City Attorney
Jimmy Teal, Assistant to the City Manager
Jason Brady, Public Information Officer
Al Mitchell, Assistant City/County Planning Director
Mike Walker, Acting City Engineer
Louis Chalmers, Traffic Engineer
David M. Nash, Annexation Studies Coordinator
Pete Piner, Fire Chief
Frank Dawkins, Citizen
Michael Jansen, Cape Fear Valley Hospital Medical Center
Members of the Press

(Numbers at the beginning of each item correspond with the meeting agenda and are included for reference purposes.)

INVOCATION - PLEDGE OF ALLEGIANCE

The invocation was offered by Reverend Alfred Peuster, Our Redeemer Lutheran Church, followed by the Mayor leading in the Pledge of Allegiance to the American Flag.

RECOGNITION: Presentation of Proclamation establishing the week of February 16-22 as ENGINEERS' WEEK

Presentation of certificate of Appreciation to a citizen on behalf of the Fayetteville Fire Department and the City of Fayetteville.

Mayor Dawkins and Fire Chief Pete Piner presented the certificate to Mr. Perry H. Williams for displaying a caring commitment to the City of Fayetteville and its citizens during a potential lethal crisis. On the night of Tuesday, January 28, 1992, when 30 gallons of kerosene mixed with gasoline had been mistakenly sold to area residents as pure kerosene heating fuel. Upon learning of that hazardous situation, Mr. Williams took it upon himself to drive his vehicle 29 miles to Bunnlevel and warn residents of that community who mistakenly bought the deadly mixture. Mr. Williams' quick action allowed him to warn one resident who--with two children in the room--had just lighted a kerosene heater with the contaminated heating fuel.

At this time Mayor Dawkins stated that Councilmembers Ross and Cheek had called to say they would be arriving late to the meeting because of a prior commitment and requested to be excused for that period of time. Councilmember Kendrick moved to excuse Councilmembers Ross and Cheek until their late arrival, seconded by Councilmember Bolton and carried unanimously 7 to 0.

1. Approval of Agenda

City Manager John Smith requested to have the following items added to the agenda: 4A. - Consideration of Request from Cape Fear Valley Medical Center for Traffic Signal on Village Drive, presented by Michael Jansen of Cape Fear Valley Medical Center; Consent Item 2J. - Approve Tax Referendum of $551.67 to NC Housing Finance Agency; and 10E. - Approve Tax Refunds of Less Than $100.00.

ITEM 2.A.

Councilmember Kendrick moved to approve the agenda with the additions, seconded by Councilmember Bolton and carried unanimously 7 to 0.

2. Consent:

Mayor Dawkins presented the Consent Agenda and asked if items should be removed before calling for action. There being none, Councilmember Bolton moved to approve the Consent Agenda. After a second from Mayor Pro-Tem Evans, the Consent Agenda and following items were unanimously approved.

A. Approve minutes of regular meeting of February 3, 1992.

B. Adopt ordinance amending Section 21-48 of the Code of Ordinances of the City of Fayetteville.

AN ORDINANCE AMENDING SECTION 21-48 (TATOOING--HEALTH CERTIFICATE). ORDINANCE NO. S1992-002.

A copy of the foregoing ordinance is on file in the Clerk's Office in Ordinance Book S1992.

C. Approve the rezoning from M2 Industrial District to R6 Residential District or to a more restrictive zoning classification for an area located at 1203 North Street Extension. (P92-5)

D. Approve the rezoning from C1 Local Business District to P2 Professional District or to a more restrictive zoning classification for an area located on the west side of Gillespie Street (SR 2311) and the north side of Blount Street and addressed as 356 Gillespie Street and 114 Blount Street, respectively. (P92-8)

E. Authorize Mayor to executive Municipal Agreement between the City of Fayetteville and NC Department of Transportation for Reinspection of Bridges on the Municipal Street System.

WHEREAS, the City of Fayetteville has requested the Department of Transportation to perform certain work under the Federal-Aid Highway Bridge Replacement and Rehabilitation Program, said work to consist of the reinspection and analysis of all public bridges on the Municipal Street System in the City of Fayetteville; and

WHEREAS, the City of Fayetteville proposes to enter into an agreement with the North Carolina Department of Transportation for said work wherein the Department of Transportation or a Consulting Engineering firm retained by the Department of Transportation will reinspect and prepare the necessary reports for all public bridges on the Municipal Street System in accordance with the National Bridge Inspection Standards; and

WHEREAS, under the proposed agreement the Federal Highway Administration shall reimburse the Department of Transportation for eighty (80) percent of the cost of the work subject to compliance with all applicable federal policy and procedural rules and regulations; and

WHEREAS, under the proposed agreement the City of Fayetteville shall reimburse the Department of Transportation for all costs of the work incurred by the Department of Transportation not paid by the Federal Highway Administration.

NOW, THEREFORE, BE IT RESOLVED that the agreement for the hereinabove referenced bridge inspection work is hereby formally approved by the City of Fayetteville and the Mayor and Clerk (or Manager) of this Municipality are hereby empowered to sign and execute the required agreement between the City of Fayetteville and the Department of Transportation.

F. Adopt ordinance revising Section 20-106, Traffic Schedule No. 6 - Stop Intersections.

AN ORDINANCE AMENDING SECTION 20-106, MOTOR VEHICLES AND TRAFFIC (TRAFFIC SCHEDULE NO. 6 - STOP INTERSECTIONS - STONEWAY COURT). ORDINANCE NO. NS1992-009.

A copy of the foregoing ordinance is on file in the Clerk's Office in Ordinance Book NS1992.

G. Adopt ordinance revising Section 20-106, Schedule No. 8 - Speed Control.

AN ORDINANCE AMENDING SECTION 20-106, MOTOR VEHICLES AND TRAFFIC (TRAFFIC SCHEDULE NO. 8 - SPEED CONTROL - MORGANTON ROAD). ORDINANCE NO. NS1992-010.

A copy of the foregoing ordinance is on file in the Clerk's Office in Ordinance Book NS1992.

H. Adopt ordinance revising Section 20-106, Schedule No. 16 - Prohibition of Right Turn on Red Signal.

AN ORDINANCE AMENDING SECTION 20-106, MOTOR VEHICLES AND TRAFFIC (TRAFFIC SCHEDULE NO. 16 - PROHIBITION OF RIGHT TURN ON RED - CHURCHILL DRIVE, GILLESPIE STREET, PINECREST DRIVE). ORDINANCE NO. NS1992-011.

A copy of the foregoing ordinance is on file in the Clerk's Office in Ordinance Book NS1992.

I. Set public hearing for March 2, 1992, to consider reduction of speed limit on Ruth Street.

J. Approve tax refund of $551.67 to NC Housing Finance Agency due to property exempt status by being owned by the State.

3. Public Hearings:

Mayor Dawkins read the policy on time limit for speakers of public hearing and non-public hearing items.

A. Consideration of adoption of ordinance amending Chapter 20, Motor Vehicles and Traffic, to reduce speed limit to 25 miles per hour for streets in College Lakes Subdivision - Bayshore Drive, Deerpath Drive, Saddle Ridge Road, Sandstone Drive and Shoreline Drive.

This item was presented by Louis Chalmers, Traffic Engineer, stating this was a request by petition for the speed limit reduction in the College Lakes Subdivision, and the recommendation is for the adoption of the ordinance. This public hearing was advertised for this date and hour.

The public hearing was opened at 7:20 p.m. and there was none to speak in favor. Mr. John Noble, 444 Deerpath Drive, was recognized in opposition stating that since signing the petition he has attempted to travel 25 mph on these streets and feels it is next to impossible to keep the speed down to 25 mph on the main or long roads. He added that the shorter dead end roads could be traveled at 25 mph. Mr. Noble stated the reason for the request for reduction in the speed limit is due to the children playing in the streets, and he feels that the children should not be allowed to play in the streets.

There being none further to speak on this matter, the public hearing was closed at 7:24 p.m.

AN ORDINANCE AMENDING SECTION 20-106, MOTOR VEHICLES AND TRAFFIC (TRAFFIC SCHEDULE NO. 8 - SPEED CONTROL - VARIOUS STREETS IN COLLEGE LAKES SUBDIVISION). ORDINANCE NO. NS1992-012.

Following some discussion, Councilmember Bolton introduced the foregoing ordinance and moved its adoption, seconded by Councilmember McBryde and carried unanimously 7 to 0.

A copy of the foregoing ordinance is on file in the Clerk's Office in Ordinance Book NS1992.

B. Consideration of adoption of resolutions confirming assessment roll and levying assessments on the following locations:

City Attorney Bob Cogswell explained the payment process and early-pay discount for the assessments. This is the advertised public hearing for this date and hour. He certified that notices had been sent first-class mail to the owners of the property shown on the preliminary assessment rolls.

1. Barrington Circle (from Bragg Boulevard to Bragg Boulevard)

The public hearing was opened at 7:27 p.m. and there being none to speak in favor or opposition, the public hearing was closed.

RESOLUTION CONFIRMING ASSESSMENT ROLL AND LEVYING ASSESSMENTS. RESOLUTION NO. R1992-022.

Mayor Pro-Tem Evans introduced the foregoing resolution and moved its adoption, seconded by Councilmember Kendrick and carried unanimously 7 to 0.

A copy of the foregoing resolution in on file in the Clerk's Office in Resolutions Book R1992.

2. Summer Duck Road (from Ruritan Drive to Dead End)

The public hearing was opened at 7:28 p.m. and there were none to speak in favor of this item. Speaking in opposition was William D. George, Lot 7, stating he had recently bought this lot and moved there without being made aware that this project would take place and he would be assessed over $2,000.00. He stated he realized it was too late to protect him but recommended that some type of ordinance be adopted for future purchasers of property being notified of these projects.

City Attorney Cogswell responded that the previous owner had been notified of this project and did not inform the new owner, Mr. George. Mr. Cogswell further responded that when these projects are going to begin, his office provides the County Tax Office with a list of on-going projects so that when the attorneys or mortgage companies search a title they can be made aware of these projects--but there is no obligation for them to tell you that. He added there are several attorneys who check this list and know these projects are coming up and will hold back proceeds from closings to cover these things.

The next person to speak in opposition was Albert Johnson, Lot 8. He stated he feels this assessment is not a reasonable amount, especially when the road was in good condition before being torn up. Mr. Johnson said he did not mind paying taxes, but he felt this assessment was not reasonable. City Engineer Mike Walker responded that the cost of these projects, at this time, are approximately $65.00 per foot, but the assessment is only $10.00 per foot to the property owner.

Mr. Wendell Benner, Lot 18, was opposed and stated he echoed the statements of Mr. Johnson. Mr. Benner stated he felt that he already paid enough taxes and that they should not be assessed for this project that they did not ask for, and did not feel was needed because the road was in good condition before the project was started. There being none further to speak on this matter, the public hearing was closed at 7:41 p.m.

Mayor Dawkins asked City Engineer Walker to respond to the condition of this road. Mr. Walker responded that following the annexation of this area in 1988, a survey of these streets was made; and based on the depth of the sewer line and inadequate catch basins, a complete reconstruction was recommended for this particular street. Mr. Walker stated this street had been extremely wet before the reconstruction and asked his staff as late as 4:00 p.m. this afternoon if there had been any complaints on any of these three streets and none had been received drainage-wise, pavement-wise or any other complaints.

Mr. Cogswell stated two pages had been omitted from the agenda packet showing Mr. Johnson's and Mr. Benner's lots. Council opted to delay action on this item until they could review the assessment roll supplied by Mr. Cogswell at this time.

3. Converse Court (from Converse Avenue to Cul-de-sac)

Councilmember Cheek arrived at the meeting at 7:47 p.m.

The public hearing was opened at 7:47 p.m. and there being none to speak in favor or opposition, the public hearing was closed.

RESOLUTION CONFIRMING ASSESSMENT ROLL AND LEVYING ASSESSMENTS. RESOLUTION NO. R1992-024.

Councilmember Bolton introduced the foregoing resolution and moved its adoption, seconded by Councilmember Pillow and carried unanimously 8 to 0.

(Mayor Dawkins allowed Councilmember Cheek to abstain from voting since she arrived late. However, her vote counted "yes" because she had entered the Chamber--see explanation before Item 4 below.)

A copy of the foregoing resolution is on file in the Clerk's Office in Resolutions Book R1992.

At this time, Mayor Dawkins returned to Item B2.

RESOLUTION CONFIRMING ASSESSMENT ROLL AND LEVYING ASSESSMENTS (SUMMER DUCK ROAD). RESOLUTION NO. R1992-023.

Councilmember Kendrick stated that after reviewing the assessment roll for Summer Duck Road and realizing the City pays 65 percent and the property owner pays 35 percent, he moved to adopt the foregoing resolution. The motion was seconded by Councilmember McBryde and carried 8 to 0 at 7:50 p.m. (Mayor Dawkins allowed Councilmember Cheek to abstain from voting since she arrived late. However, her vote counted "yes" because she had entered the Chamber--see explanation before Item 4 below.)

A copy of the foregoing resolution is on file in the Clerk's Office in Resolutions Book R1992.

C. Consideration of adoption of a resolution closing a portion of North Pearl Street from the northeasternmost corner of Lot 19, Block "B", Edenroc Subdivision, Plat Book 25, Page 3, to the southeastern line of Edenroc Subdivision.

This item was presented by City Manager John Smith stating that a petition has been received for this closing. He added that the street had never been maintained by the City. This is the advertised public hearing for this date and hour, and abutting property owners have been notified.

The public hearing was opened at 7:52 p.m. and there being none to speak in favor or opposition, the public hearing was closed.

RESOLUTION AND ORDER CLOSING A PORTION OF NORTH PEARL STREET. RESOLUTION NO. R1992-025.

Mayor Pro-Tem Evans introduced the foregoing resolution and moved its adoption, seconded by Councilmember Bolton and carried unanimously 8 to 0.

A copy of the foregoing resolution is on file in the Clerk's Office in Resolutions Book R1992.

D. Consideration of annexation ordinances extending the corporate limits of the City of Fayetteville, NC.

1. The Greens, Section 1, Part 1 - Property of Broadwell Land Company - (Contiguous Area)

This item was presented by Assistant City Manager for Operations Roger Stancil. City John Smith recommended that Council defer action following the public hearing. This is the advertised public hearing for this date and hour.

The public hearing was opened at 7:52 p.m. and speaking in favor was Mr. Dohn Broadwell, 110 Lamb Street, stating he had no objection to continuing this item.

Councilmember McBryde moved to continue the public hearing to March 2 Council Meeting, seconded by Councilmember Kendrick and carried unanimously 8 to 0.

2. Norton Wrecker Service - 412 West Mountain Drive - Property of Mark S. Norton - (Satellite Area)

This item was presented by City Manager John Smith stating that to his knowledge most annexations in the past that were satellite annexations were City-owned or PWC-owned property. This particular annexation would require the extension of sewer service a considerable distance outside the City to reach the property, and it is his recommendation to deny annexation of this satellite area.

The public hearing was opened at 7:58 p.m. Speaking in favor was Mark Norton, 408 Eugene Street, stating he felt his satellite annexation request was a little unique in that he is very near the City Limit Line and did not require or want any services by the City. His purpose for requesting the annexation is due to his desire to have his wrecker service placed on the City rotation list in order to service the citizens of the City and the County. Mr. Norton stated he had met with the Annexations Coordinator, David Nash, and was advised that he met all the State requirements for annexation. Mr. Norton stated he would sign a document stating he would never want sewer service, although he understands he cannot give up his right to it.

Also speaking in support of this annexation was James Monroe, 807 Varsity Drive. He stated Mr. Norton had a clean storage yard and not a junk yard. He stated this has been a good company for over 30 years and would be an asset to the City.

There being none further to speak on this matter, the public hearing was closed at 8:05 p.m.

Councilmember Kendrick asked if there were any proposed annexations for this area in the near future, and Mr. Smith responded there were not. Councilmember Robertson asked if there was any way to annex the roadway into the site to make it contiguous in a similar manner that the J. P. Riddle Stadium had been annexed. Mr. Smith responded this was possible but would not resolve the sewer extension situation. Mayor Pro-Tem Evans asked if we were obligated to furnish sewer within 2 years of annexation, and Mr. Smith responded that on petition annexations we were not required to automatically furnish the sewer unless the citizen requested it. Ms. Evans stated she felt that Mr. Norton should petition the people between his property and the City limits to become contiguous; and due to the cost of the services by the City to this satellite annexation, she moved to deny the annexation request. Councilmember Cheek seconded the motion and asked the City Manager to address the policy on requiring wreckers to be located inside the City limits in order to be on the rotation list. Mr. Smith responded that that is a requirement in the Wrecker Ordinance that they have a storage yard inside the City limits. Councilmember Kendrick asked if this company would have to pay for the extension of the sewer to this lone business or would it be paid by the City. Mr. Smith responded the property owner would pay two-thirds and PWC one-third. Councilmember Robertson stated that because the property owner is willing to save the City the expense of extending the sewer service and is willing to pay the two-thirds assessment if he changes his mind and because he wants to become a tax paying citizen of the City, he would have to vote against the denial of the annexation. Mayor Dawkins called for a vote on the motion, and it carried 6 to 2 with Councilmembers Robertson and Kendrick voting in opposition.

At this time, Mayor Dawkins recognized City Attorney Cogswell to clarify some earlier action since it could make a difference in the future on a vote by Council. Mr. Cogswell stated that technically when Councilmember Cheek was seated, it narrowed her chances to be excused from a vote; i.e., she could only abstain in accordance with the statute; therefore, her votes should be "yes" votes on Items 3B.2. and 3B.3. Mr. Cogswell added he would inform Council later on how to avoid having to vote on a matter upon entering Council Chamber after the meeting has begun.

4. Consideration of request from Frank Dawkins to address City Council.

Mr. Frank Dawkins stated his reason for addressing Council is to provide Council with information pertaining to his late father, C. R. "Charlie" Dawkins, and the naming of a major thoroughfare in recognition of his many accomplishments. Mr. Dawkins introduced his family present at the meeting and listed the many awards and recognitions his father had received, among them being a former member of the North Carolina State Highway Commission. Some of the projects he was responsible for bringing to Fayetteville were the Central Business District Loop; the widening of US 401 to Kelly Springfield Tire Company; widening of Morganton Road; and numerous other highway projects throughout the counties he represented. Mr. Dawkins also presented letters to Council from Mr. John T. Henley, former State Senator, and former Governor Robert W. Scott, praising Charlie Dawkins for his many long hours and hard work to achieve highway projects.

Mr. Dawkins also introduced members of the Friends of Arsenal group present in the audience that would endorse the naming of the CBD Loop in honor

of Charlie Dawkins. Mr. Dawkins added he would have no objections if it was named the "Charlie Dawkins Arsenal Expressway." He requested Council not defer this until the completion of the project.

Councilmember Bolton moved to refer this item to the staff for their recommendation, seconded by Councilmember Kendrick and carried unanimously 8 to 0.

B. Consideration of request from Cape Fear Valley Medical Center for Traffic Signal on Village Drive.

This item was presented by Michael Jansen, Senior Associate Administrator and Chief Operational Officer of the Medical Center. They are asking the City to install a traffic signal on Village Drive at the hospital's proposed new driveway at Conover Drive. They hope to begin construction at the hospital complex in approximately two months.

Councilmember Robertson moved to refer this item to the Council's Streets and Roads Committee, seconded by Mayor Pro-Tem Evans and carried unanimously 8 to 0.

5. Consideration of resolution directing the Clerk to investigate an annexation petition received under G.S. 160A-31 (Skibo Square - Contiguous Area).

This item was presented by Assistant City Manager for Operations Roger Stancil with a recommendation to adopt the resolution.

Councilmember Kendrick asked if the Skibo Square had received building permits from the County; and if they were annexed, would they still be under County building and zoning codes. Mr. Smith responded the building permits had been obtained and were virtually the same as the City. This also includes the drainage. Mr. Kendrick stated he would have to vote in opposition.

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31. RESOLUTION NO. R1992-026.

Councilmember Bolton introduced the foregoing resolution and moved its adoption, seconded by Councilmember Cheek and carried 6 to 2 with Councilmembers Kendrick and Torrey voting in opposition.

A copy of the foregoing resolution is on file in the Clerk's Office in Resolutions Book R1992.

6. Consideration of the following Traffic Services matters:

A. Consideration of municipal agreement for proposed Railroad Crossing Signal Improvement - Blount Street at CSX Railroad (North Yard)

This item was presented by City Traffic Engineer Louis Chalmers with a request to deny the proposal.

Councilmember Bolton moved to deny the request as recommended, seconded by Mayor Pro-Tem Evans and carried unanimously 8 to 0.

B. Consideration of municipal agreement for proposed Railroad Crossing Signal Improvement - Jasper Street at CSX Railroad

This item was presented by City Traffic Engineer Louis Chalmers with a recommendation for adoption of the municipal agreement.

> WHEREAS, the Department of Transportation, an agency of the State of North Carolina, pursuant to the provisions of G.S. 136-18(12) proposes to contract with the Federal Highway Administration to obtain Federal-Aid funds for the improvements in the protective devices at certain highway-railway crossings on the Municipal Street System for which the Municipality is responsible; and
>
> WHEREAS, the Municipality will reimburse the Department of Transportation for any and all expense incurred in the planning, design and installation of the protective devices incurred by the Department of Transportation, not reimbursed by the Federal Highway Administration; and

WHEREAS, in order to carry out the aforesaid projects and to promote the public interest and general welfare of the Municipality, it is necessary for the Municipality to enter into a contract with the Department of Transportation to provide for the installation and maintenance of the protective devices at certain highway-railroad crossings on the Municipal Street System.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Mayor and the Clerk of the Municipality of Fayetteville are hereby formally authorized to enter into a contract with the Department of Transportation to obtain Federal-Aid highway funds necessary to improve the protective devices at the said grade crossing, for the Department of Transportation to perform certain work, and the Mayor and Clerk of the Municipality are hereby empowered to sign and execute the required agreement between the Municipality and the Department of Transportation.

Councilmember Pillow moved to adopt the municipal agreement as recommended, seconded by Councilmember Cheek and carried unanimously 8 to 0.

7. Consideration of setting a joint meeting with Fayetteville Metropolitan Housing Authority.

City Manager John Smith stated that this is at the request of Mayor Pro-Tem Evans for the joint meeting with the Housing Authority Board, and he suggests the March Information Meeting. Council was in agreement.

8. Consideration of request for legal representation.

This item was presented by City Attorney Bob Cogswell with a recommendation that the firm of Womble, Carlyle, Sandridge and Rice, law firm in Raleigh, and, in particular, Mr. Donnie Smith and Mr. Robert Sasser of that firm, he engaged at the rate of $130.00 per hour and any associate at $100.00 per hour. This will be for all defendants in the case of Jones vs City of Fayetteville.

Councilmember McBryde moved to follow the recommendation, seconded by Councilmember Bolton. Councilmember Robertson asked Mr. Cogswell if there was not a local attorney qualified to handle this case. Mr. Cogswell responded there are a lot of local attorneys that are qualified, however this firm does a lot of this type of defense work, more so than any other firm in Fayetteville. Mr. Robertson stated he would have to vote against going outside of the Fayetteville area when the local attorneys pay taxes here. Mayor Dawkins called for a vote on the motion, and it carried 7 to 1 with Councilmember Robertson voting in opposition.

9. Appointments:

A. Nominations to fill two vacancies on Appearance Commission.

There were no nominations made to fill the unexpired term to December 1993 of Lonnie M. Player, At-large Category, nor to fill the unexpired term to December 1992 of Mr. Gordon Rose, Engineer Category.

B. Nominations to fill one vacancy on Human Relations Commission.

Mayor Pro-Tem Evans moved to elect James A. Florence by acclamation and it carried unanimously.

10. Administrative Reports:

A. Statement of taxes collected by Cumberland County Tax Collector for the month of January 1992 in the total amount of $4,013,876.20.

B. Report on Street Lighting Improvement Program

Mr. Smith referred to a memo from PWC Manager Tim Wood to Assistant City Manager of Operations Roger Stancil stating the PWC fiscal year 1993 budget will include street lighting enhancement. Councilmember Cheek requested this be placed on the March 2 meeting agenda for further update.

C. Report on Implementation of Drug Task Force Recommendations supplied in the agenda packet.

D. User Fee Study supplied in the agenda packet.

E. Approve tax refunds of less than $100.00.

The following tax refunds of less than $100.00 were approved for the months of October and November:

Taxpayer's Name	Nature of Clerical Error	Property Description	Amount
Winston, Andreas K.	Adjust vehicle value per NADA.		$ 3.41
West, Joseph R. & Linda M.	Taxpayer listed a 1984 Olds not owned.		70.71
Viles, Alvia W.	Taxpayer listed a 1991 Ford in error. Refund difference in 1991 Ford and 1983 Nissan		43.28
Smith, Jimmie Lee & Cora	Taxpayer listed a vehicle that is registered in D.C.		28.39
Sessoms, Bill E.	Clerical error-adjust value of 1987 Toyota Celica per NADA	187 Toyota Celica	2.48
Nash, Mary L.	1991 Ford charged on bill #2467991		57.51
Moore, William C.	Adjust value of 1988 VW Jetta per NADA		1.44
Moody, James L.	Vehicle failed to be deleted during data entry		7.37
Lowe, William & Diane L.	Taxpayer listed a 1984 Honda, VIN #JHMEE2756KS007836 in error for 1991. Did not own per Bill of Sale.		26.52
Joyce, Virginia B.	Adjust value of Olds per VIN		12.58
Hinds, Sidney Rae III	Adjust value of 1965 Ford per condition		9.23
Hampton, Carrie L.	1987 Toyota charged on bill #2802324		78.17
Freeman, Sandra Brittain	Adjust value of 1990 Dodge per VIN		7.85
Fowler, Joseph M. & Valen D.	Taxpayer listed a 1986 Chevy not owned per Bill of Sale		42.75
Flowers, Thomas C.	1964 AMC keyed twice in error		6.73
Flakes, Valrie R.	Taxpayer listed 1980 Toyota twice in error		10.88
Fipps, Kellum G. & Shirley	1974 boat keyed incorrectly		29.42
Cooper, Craig S. & Kimberly M.	Illegal tax - military non-resident		89.58
Bunce, Margaret	Vehicle keyed twice in error		10.08

Taxpayer's Name	Nature of Clerical Error	Property Description	Amount
Blanchard, Richard P. & Joan M.	Adjust value of 1990 Dodge per Bill of Sale		10.10

Following some discussion Councilmember Kendrick moved to cancel the February 24 Information Meeting, seconded by Councilmember Torrey and carried unanimously 8 to 0.

There being no further business, the meeting was adjourned at 9:05 p.m. upon a motion and second.

Respectfully submitted,

Bobbie A. Joyner, City Clerk

J. L. Dawkins, Mayor

kblb

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

ENGINEERING DEPARTMENT
433 HAY STREET

FAYETTEVILLE, NC 28301-5537
(919) 433-1656

February 25, 1992

M E M O R A N D U M

TO: Mr. John P. Smith, City Manager

THROUGH: Roger L. Stancil, Assistant City Manager

FROM: Agnes P. Bundy, Real Estate Specialist

SUBJECT: Acquisition of Easement for Elm Street - Phase II - Drainage Improvement Project -- Parcel "C"

An easement for utility purposes is needed from subject parcel in order to accomplish the Elm Street storm drainage improvement project.

The area needed consists of 1,310.47 square feet and is shown on the attached map. The area needed has been appraised by an independent real estate appraiser who has estimated the value of the taking to be $2,950. The property owners have not yet indicated they would convey this easement to the City and have made no counter offer.

We recommend adoption of the attached resolution so that this project may go forward as scheduled.

APB/mak

Enclosures: Resolution
Map

cc: Michael L. Walker, P.E., Acting City Engineer

A RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY

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

EASEMENT FOR ELM STREET DRAINAGE PROJECT PHASE II

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

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

1. The City of Fayetteville shall acquire by condemnation, for the purposes stated above, the property and interest described as follows:

   PARCEL "C" **$2,950.00**

2. The City Attorney is directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described.

ADOPTED this 2nd day of March, 1992 by the City Council of the City of Fayetteville, North Carolina.

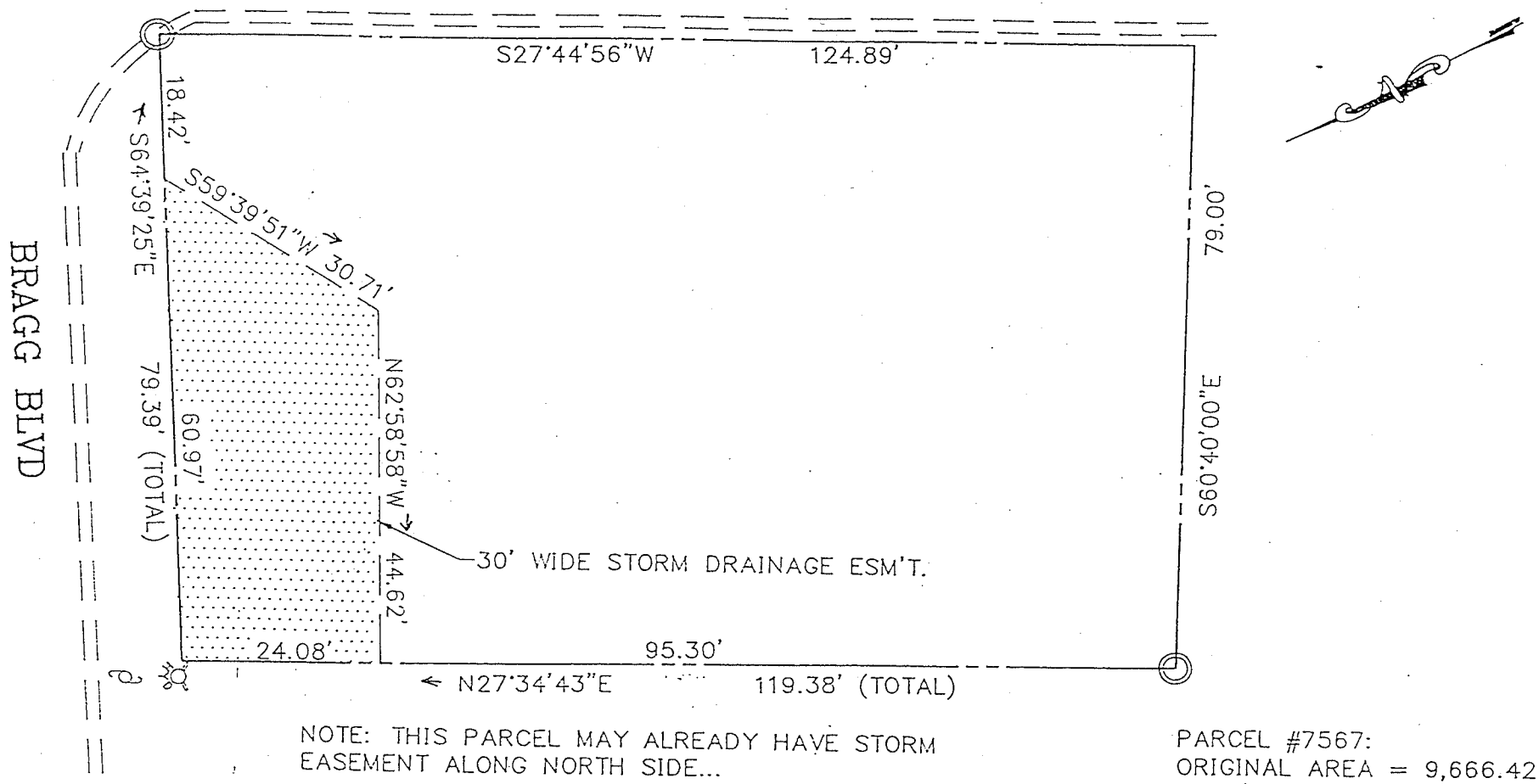
CITY OF FAYETTEVILLE

BY:_____
J. L. Dawkins, Mayor

ATTEST:

_____
Bobbie A. Joyner, City Clerk

OFFICE OF THE
CITY ENGINEER
AYETTEVILLE, N. C.



NOTE: THIS PARCEL MAY ALREADY HAVE STORM EASEMENT ALONG NORTH SIDE...

PARCEL #7567:
ORIGINAL AREA = 9,666.42 SF
EASM'T. REQUIRED = 1,310.47 SF
AREA REMAINING = 8,355.95 SF

NOTES:

BEARINGS AND DISTANCES CALCULATED FROM DEED BOOK INFORMATION, OR FIELD LOCATION BY MOORMAN & KIZER, SURVEYORS.

THIS MAP WAS PREPARED FOR THE PURPOSE OF EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE TOTAL PROPERTY SHOWN.

NOT RESPONSIBLE FOR CLOSURE OR ACREAGE.

PROPERTY CORNERS SHOWN AS OPEN CIRCLES WERE LOCATED BY ACTUAL SURVEY.

FILE: 7567

FIELD BK: 7501, 7502

REVISION	
DATE	

CITY OF FAYETTEVILLE
ENGINEERING DEPARTMENT

PARCEL "C"

DATE AUG 27, 1991 DRAWN BY JDF

SCALE 1"=20'

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

ENGINEERING DEPARTMENT
433 HAY STREET

FAYETTEVILLE, NC 28301-5537
(919) 433-1656

February 25, 1992

MEMORANDUM

TO: Mr. John P. Smith, City Manager

THROUGH: Roger L. Stancil, Assistant City Manager

FROM: Agnes P. Bundy, Real Estate Specialist APB

SUBJECT: Acquisition of Easement for Elm Street - Phase II - Drainage Improvement Project -- Parcel "D"

An easement for utility purposes is needed from subject parcel in order to accomplish the Elm Street storm drainage improvement project.

The area needed consists of 564.83 square feet and is shown on the attached map. The area needed has been appraised by an independent real estate appraiser who has estimated the value of the taking to be $1,100. A representative of the property owners has indicated they do not wish to convey this easement to the City.

We recommend adoption of the attached resolution so that this project may go forward as scheduled.

APB/mak

Enclosures: Resolution
Map

cc: Michael L. Walker, P.E., Acting City Engineer

A RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY

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

EASEMENT FOR ELM STREET DRAINAGE PROJECT PHASE II

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

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

1. The City of Fayetteville shall acquire by condemnation, for the purposes stated above, the property and interest described as follows:

   PARCEL "D" **$1,100.00**

2. The City Attorney is directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described.

ADOPTED this 2nd day of March, 1992 by the City Council of the City of Fayetteville, North Carolina.

CITY OF FAYETTEVILLE

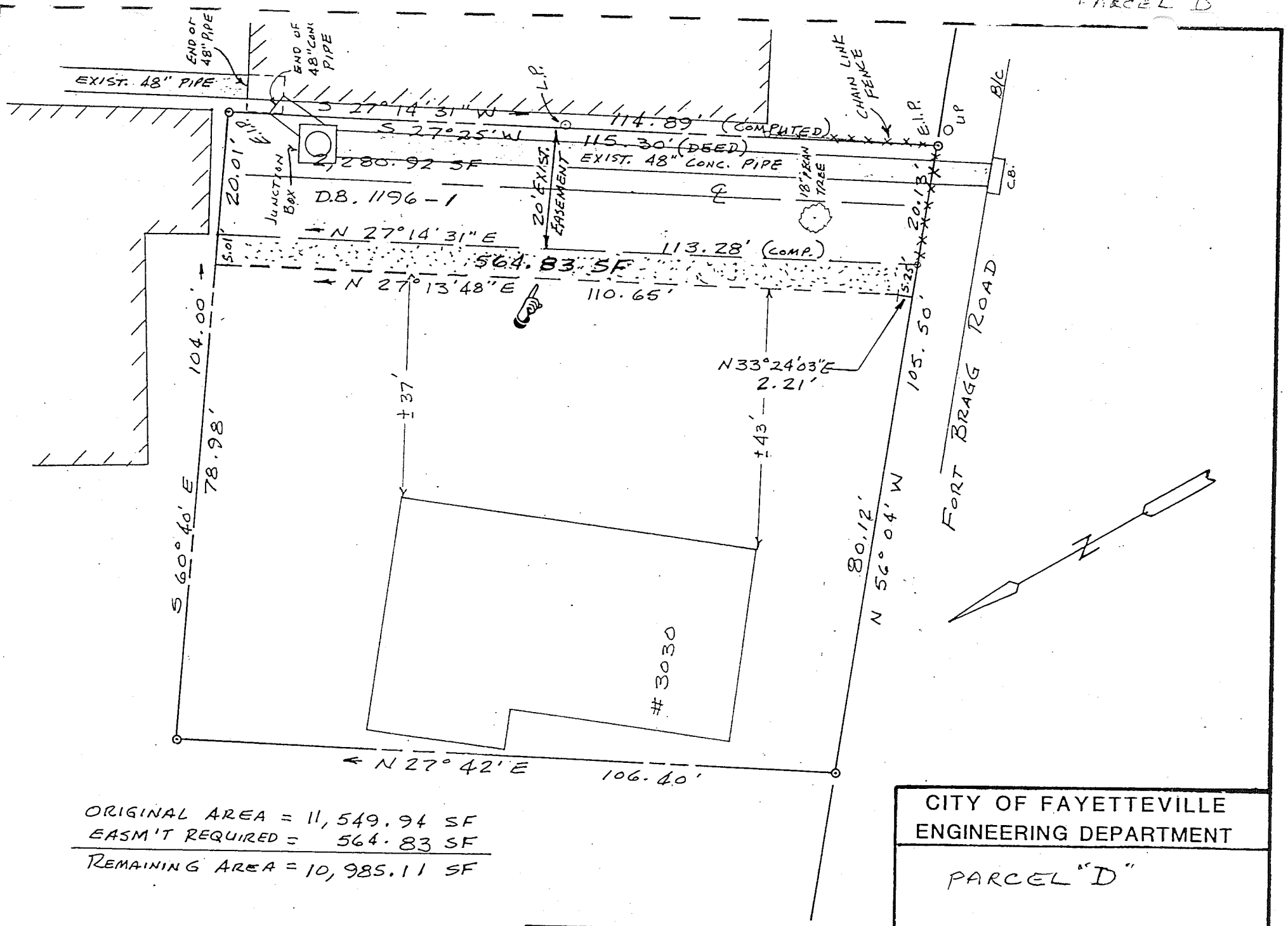
BY:_____
J. L. Dawkins, Mayor

ATTEST:

_____
Bobbie A. Joyner, City Clerk

OFFICE OF THE
CITY ENGINEER
FAYETTEVILLE, N. C.

PARCEL D



ORIGINAL AREA = 11,549.94 SF
EASM'T REQUIRED = 564.83 SF
REMAINING AREA = 10,985.11 SF

CITY OF FAYETTEVILLE
ENGINEERING DEPARTMENT

PARCEL "D"

FIELD BK:

REVISION: ADDED BLDG. LOCATION + PIPE LOCATIONS.
DATE 1-29-92

DATE 1-13-92 DRAWN BY GODWIN
SCALE 1" = 20' CK'D BY

(D)

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

INSPECTIONS DEPARTMENT
POST OFFICE BOX 1846
FAYETTEVILLE, NC 28302-1846

1ST FLOOR, CITY HALL
433 HAY STREET
(919) 433-1707/433-1714

TO: Mayor
City Manager
City Attorney
City Council Members

Under provisions of Chapter 16, titled Housing, Dwellings and Buildings of the Code of the City of Fayetteville, North Carolina, request 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, Article 3, Section 16-46 and Section 16-47, have been complied with by the Inspection Department.

Request the Council take action under the provisions of Section 16-48 and 16-49 of the Code.

Information pertaining to this docket is as follows:

a. Docket number: N/A

b. Location of property: 720 Weiss Avenue

c. Name and address of owner: Deloris Leflore and all interested parties
211 Coin Jock Circle
Fayetteville, NC 28304

d. Date of inspection: August 30, 1991

e. Date of informal complaint: September 3, 1991

f. Date of formal complaint: September 3, 1991

g. Date of hearing: November 25, 1991

h. Finding and Facts of the scheduled hearing: The structure was determined to be a public nuisance and the owner was granted sixty (60) days to complete.

i. Owner's response: Owner called requesting time to repair. Further research determined that the structure could not be repaired (non-conforming).

j. The Housing Inspector dispatched a letter that was received by the owner with information that the docket would be presented to the City Council for necessary action on March 2, 1992.

This is the 11th day of February, 1992.

Housing Inspector

bes
INSP-202

ITEM 2.D.1

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

INSPECTIONS DEPARTMENT
POST OFFICE BOX 1846
FAYETTEVILLE, NC 28302-1846

1ST FLOOR, CITY HALL
433 HAY STREET
(919) 433-1707/433-1714

September 3, 1991

Ms. Deloris Leflore and All Interested Parties
2111 Coin Jock Circle
Fayetteville, NC 28304

LETTER OF CONDEMNATION

Re: 720 Weiss Avenue

Dear Ms. Leflore:

The property(s) in reference was determined unfit for human habitation. As in accordance with Chapter 16, of the City of Fayetteville's Code governing standards of buildings and dwellings, this property is condemned effective immediately due to the following violation(s):

1. Floor framing and flooring need repair.
2. Interior and exterior walls need repair.
3. Interior and exterior doors and frame need repair.
4. Electrical wall outlets, ceiling light, switches and fuse box need repair.
5. Heating equipment needs to be installed.
6. Commode and water tank needs to be installed.
7. Window frames and window sashes need repair.
8. Roofing material, flashing and trim/fascia need repair.

Please be advised that the dwelling(s) must remain vacant from receipt of this letter and repairs or demolition commenced. A permit for either must be purchased from our office prior to work commencing. If the dwelling is to be repaired, a final inspection must be made by the Housing Inspector and approved prior to occupancy of the dwelling.

If the violation(s) is not abated within 30 days, we will begin demolition proceedings.

You have the right to a hearing with the Inspections Superintendent in City Hall on September 23, 1991, at 1:00 p.m.

AN ORDINANCE OF THE CITY COUNCIL
OF
FAYETTEVILLE, NORTH CAROLINA

Requiring the City Buildings 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 16 of the Dwellings and Buildings Minimum Standards Code of the City, concerning certain real property described as follows:

720 Weiss Avenue (0437-01-8128)

BEGINNING at a stake at the intersection of the northeastern margin of Third Street and the northwestern margin of Weiss Avenue and running thence with Weiss Avenue North 60 degs. 8 mins. East 100 feet to a point; thence North 29 degs. 52 mins. West about 180 feet to a point; thence South 60 degs. 8 mins. West about 100 feet to a point in the northeastern margin of Third Street; thence with Third Street South 33 degs. 40 mins. East 182.7 feet to the beginning, and being Lots Nos. 222, and 224, as shown on plat of Savoy Heights, as prepared in November 1925, saving and excepting however, from the above described a strip five feet in width along Weiss Avenue and five feet in width along Third Avenue together with an allowance for a curve to be laid out at the intersection of Weiss Avenue, and Third Street with a radius not exceeding 20 feet, this exception being reserved for the widening of Third Street and Weiss Avenue from a 40 foot street to a 50 foot street.

The owners of and parties in interest in said property are:

Ms. Deloris Leflore

(2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City having been followed, the Inspections Superintendent duly issued and served an order requiring the owners of said property to: demolish structure by February 18, 1992.

(3) And said owners without lawful cause, failed or refused to comply with said order; and the Building Inspector is authorized by said Code, 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 held a full hearing upon this matter and has fully reviewed the entire record of said Inspections Superintendent thereon, and finds, that all findings of fact and all orders therein of said Inspections Superintendent are true and authorized except:

None

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 Superintendent as set forth fully above, except as modified in the following particulars:

This structure is to be demolished and all debris removed from the premises.

SECTION 2

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

Adopted this 10th day of February, 1992.

CITY OF FAYETTEVILLE

BY: _____
J. L. Dawkins, Mayor

ATTEST:

_____
Bobbie A. Joyner, City Clerk

bel

AN ORDINANCE OF THE CITY COUNCIL
OF
FAYETTEVILLE, NORTH CAROLINA

Requiring the City Buildings Inspector
to correct conditions with respect to,
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pursuant to the
Dwellings and Buildings Minimum Standards
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The City Council finds the following facts:

(1) With respect to Chapter 16 of the Dwellings and Buildings Minimum Standards Code of the City, concerning certain real property described as follows:

720 Weiss Avenue (0437-01-8128)

BEGINNING at a stake at the intersection of the northeastern margin of Third Street and the northwestern margin of Weiss Avenue and running thence with Weiss Avenue North 60 degs. 8 mins. East 100 feet to a point; thence North 29 degs. 52 mins. West about 100 feet to a point in the northeastern margin of Third Street; thence with Third Street South 33 degs. 40 mins. East 182.7 feet to the beginning, and being Lots Nos. 222, and 224, as shown on plat of Savoy Heights, as prepared in November 1925, saving and excepting however, from the above described a strip five feet in width along Weiss Avenue and five feet in width along Third Avenue together with an allowance for a curve to be laid out at the intersection of Weiss Avenue, and Third Street with a radius not exceeding 20 feet, this exception being reserved for the widening of Third Street and Weiss Avenue from a 40 foot street to a 50 foot street.

The owners of and parties in interest in said property are:

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Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.

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Whereupon, it is ordained that:

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

This structure is to be demolished and all debris removed from the premises.

SECTION 2

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

Adopted this 10th day of February, 1992.

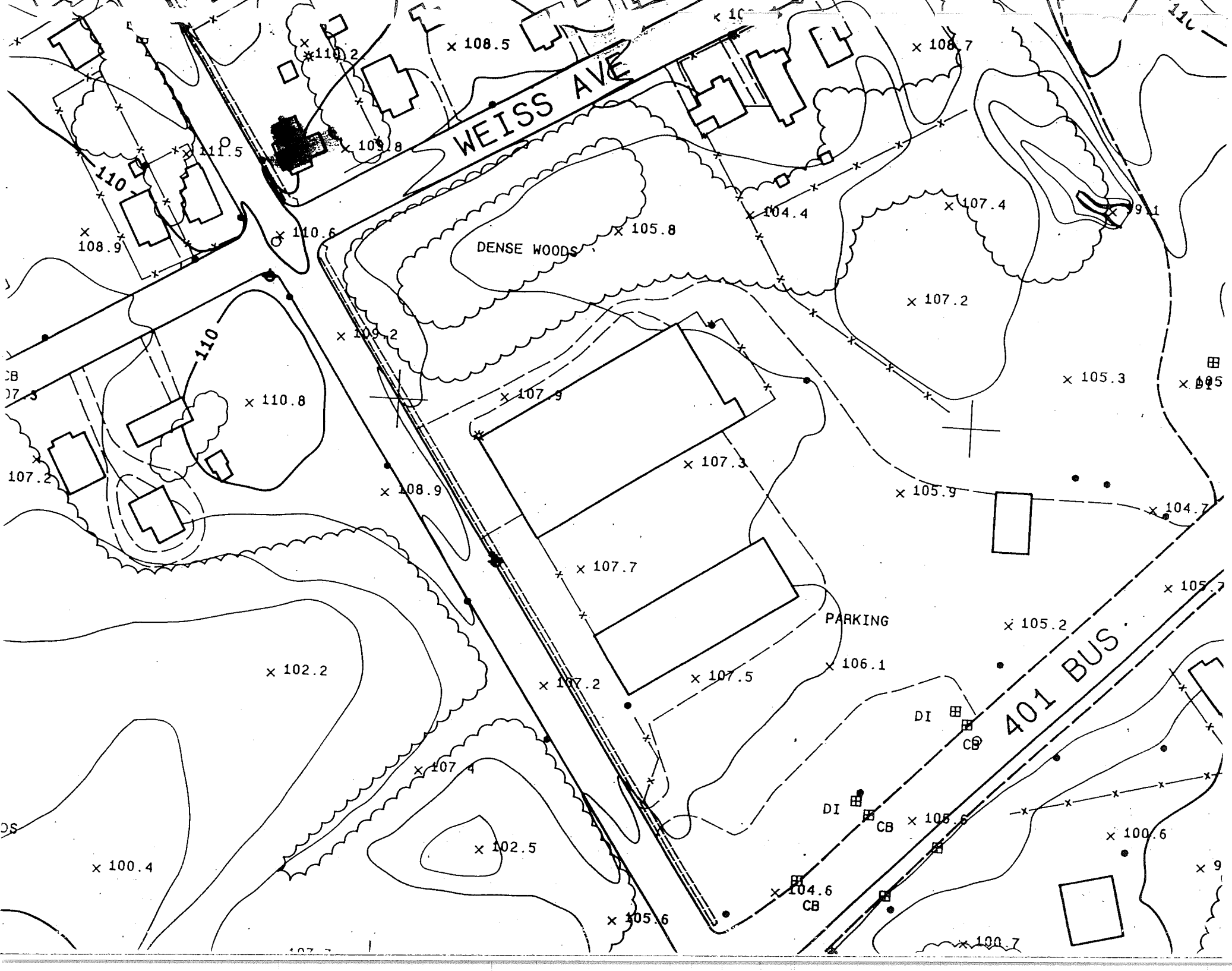
CITY OF FAYETTEVILLE

BY: _____
J. L. Dawkins, Mayor

ATTEST:

_____
Bobbie A. Joyner, City Clerk

bel


WEISS AVE
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THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762

INSPECTIONS DEPARTMENT
POST OFFICE BOX 1846
FAYETTEVILLE, NC 28302-1846

1ST FLOOR, CITY HALL
433 HAY STREET
(919) 433-1707/433-1714

TO: Mayor
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Request the Council take action under the provisions of Section 16-48 and 16-49 of the Code.

Information pertaining to this docket is as follows:

a. Docket number: N/A

b. Location of property: 1107 Clark Street

c. Name and address of owner: John & Pat Russo and all interested parties
5811 Northwest Liberty Street
Lawton, OK 73505

d. Date of inspection: August 29, 1991

e. Date of informal complaint: September 3, 1991

f. Date of formal complaint: December 9, 1991

g. Date of hearing: January 6, 1992

h. Finding and Facts of the scheduled hearing: Property determined to be a public nuisance. Owner granted thirty (30) days to repair or demolish.

i. Owner's response: Owner telephoned saying he was selling the property but could not find his ex-wife.

j. The Housing Inspector dispatched a letter that was received by the owner with information that the docket would be presented to the City Council for necessary action on March 2, 1992.

This is the 11th day of February, 1992.

Housing Inspector

bes
INSP-202

ITEM 2.D.2.

INSPECTIONS DEPARTMENT
POST OFFICE BOX 1846
FAYETTEVILLE, NC 28302-1846

1ST FLOOR, CITY HALL
433 HAY STREET
(919) 433-1707/433-1714

December 9, 1991

Mr. and Mrs. John F. and
Pat Russo
5811 North West Liberty Street
Lawton, OK 73505

LETTER OF CONDEMNATION

Re: 1107 Clark Street

Dear Mr. and Mrs. Russo:

The property(s) in reference was determined unfit for human habitation. As in accordance with Chapter 16, of the City of Fayetteville's Code governing standards of buildings and dwellings, this property is condemned effective immediately due to the following violation(s).

1. Floor needs repair.
2. Ceiling needs repair.
3. Interior walls need repair.
4. Interior and exterior doors and frame need repair.
5. Electrical wall outlets, ceiling light, switches and fuse box need repair.
6. Commode and water tank need repair.
7. Window panes need to be installed.

Please be advised that the dwelling(s) must remain vacated from receipt of this letter and remains on demolition [illegible] A permit for either must be [illegible] if the dwelling is to be [illegible] ing Inspector and [illegible] demolition proceedings.

[illegible] Superintendent in City

COND 1107 Clark St W

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. *(Extra charge)* 2. ☐ Restricted Delivery *(Extra charge)*

3. Article Addressed to: Mr. & Mrs. John F. Russo, 5811 North West Liberty Street, Lawton, OK 73505	4. Article Number P 740 309 440
	Type of Service: ☐ Registered ☒ Insured ☒ Certified ☐ COD ☐ Express Mail ☐ Return Receipt for Merchandise
	Always obtain signature of addressee or agent and DATE DELIVERED.
5. Signature — Addressee X	8. Addressee's Address *(ONLY if requested and fee paid)*
6. Signature — Agent X Jacqueline M. Thompson	
7. Date of Delivery DEC 4 1991	

PS Form 3811, Apr. 1989 ★U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

AN ORDINANCE OF THE CITY COUNCIL
OF
FAYETTEVILLE, NORTH CAROLINA

Requiring the City Buildings 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 16 of the Dwellings and Buildings Minimum Standards Code of the City, concerning certain real property described as follows:

1107 Clark Street (0437-04-2405)

BEGINNING in the southern margin of Clark Street at a point 100 feet from its intersection with the eastern margin of Maple Avenue (now Highland Avenue), and running thence with Clark Street, South 87° East 50 feet to the corner of Lot #60; thence South 3° West 150 feet; thence North 87° West 50 feet; thence North 3° East 150 to the BEGINNING, being part of Lots #43, 44 and 45 in Pine View Heights, plat of which appears of record in Book of Plats Y#6, page 339, Cumberland County Registry, also known as Book of Deeds 151, page 339, aforesaid Registry.

The owners of and parties in interest in said property are:

John and Pat Russo

(2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City having been followed, the Inspections Superintendent duly issued and served an order requiring the owners of said property to: repair or demolish the structure by February 18, 1992.

(3) And said owners without lawful cause, failed or refused to comply with said order; and the Building Inspector is authorized by said Code, when ordered by

bel

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 held a full hearing upon this matter and has fully reviewed the entire record of said Inspections Superintendent thereon, and finds, that all findings of fact and all orders therein of said Inspections Superintendent are true and authorized except:

None

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 Superintendent as set forth fully above, except as modified in the following particulars:

This structure is to be demolished and all debris removed from the premises.

SECTION 2

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

Adopted this 10th day of February, 1992.

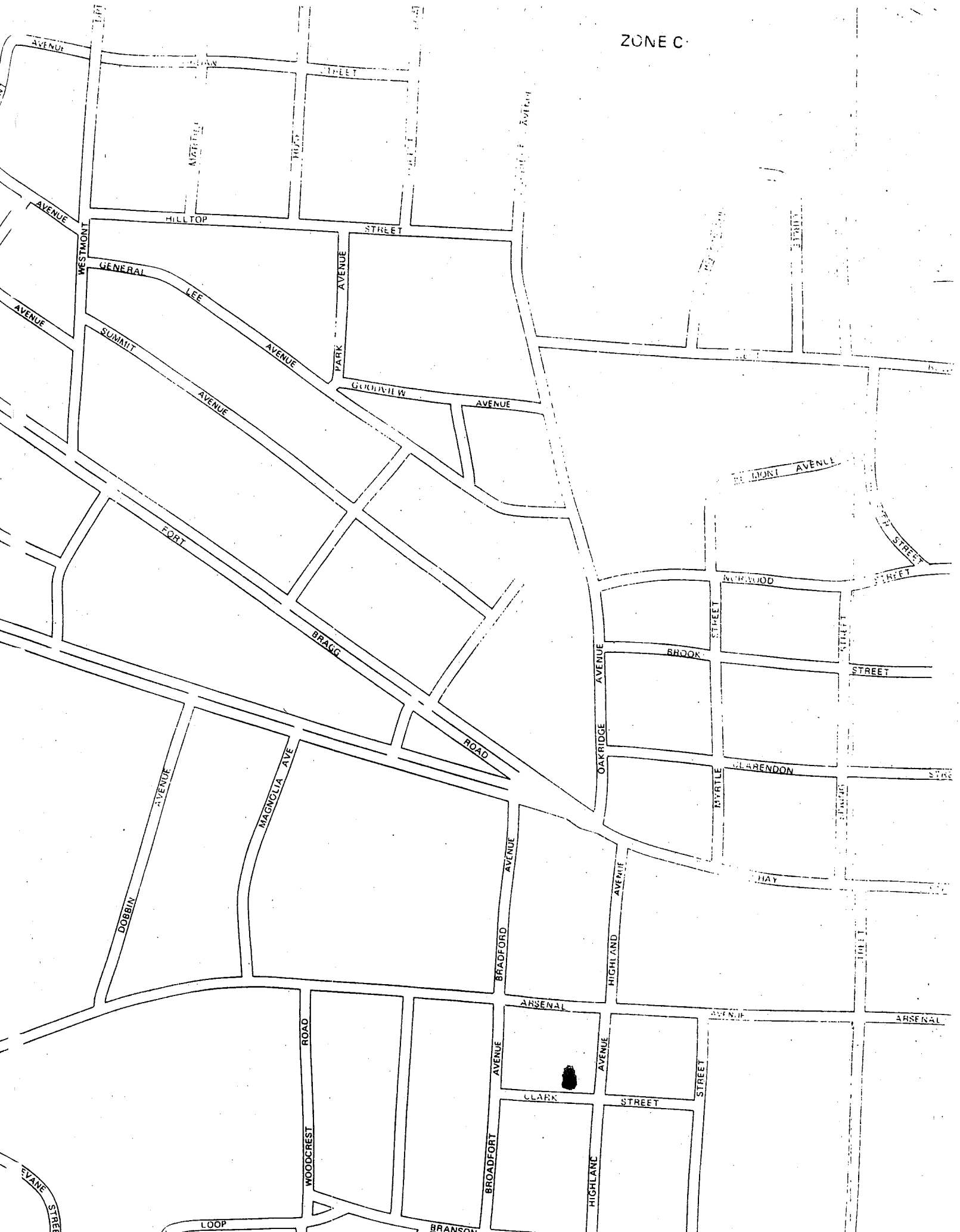
CITY OF FAYETTEVILLE

BY: _____
J. L. Dawkins, Mayor

ATTEST:

_____
Bobbie A. Joyner, City Clerk

bel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BROOK
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OAKRIDGE
AVENUE
MYRTLE
CLARENDON
HAY
DOBBIN
AVENUE
MAGNOLIA AVE
BRADFORD
AVENUE
HIGHLAND
AVENUE
ARSENAL
AVENUE
ARSENAL
ROAD
WOODCREST
AVENUE
AVENUE
CLARK
STREET
STREET
BROADFORT
HIGHLANE
LOOP

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762

INSPECTIONS DEPARTMENT
POST OFFICE BOX 1846
FAYETTEVILLE, NC 28302-1846

1ST FLOOR, CITY HALL
433 HAY STREET
(919) 433-1707/433-1714

TO: Mayor
City Manager
City Attorney
City Council Members

Under provisions of Chapter 16, titled Housing, Dwellings and Buildings of the Code of the City of Fayetteville, North Carolina, request 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, Article 3, Section 16-46 and Section 16-47, have been complied with by the Inspection Department.

Request the Council take action under the provisions of Section 16-48 and 16-49 of the Code.

Information pertaining to this docket is as follows:

a. Docket number: N/A

b. Location of property: 830 Cumberland Street

c. Name and address of owner: Janie Williams, James E. Williams, Eugene Williams, Sarah Jane Milligan, Clarence Morgan, Jr., Linda Gray Morgan, James & Louis McNeill, County of Cumberland Tax Authority

d. Date of inspection: February 6, 1991

e. Date of informal complaint: February 6, 1991

f. Date of formal complaint: February 6, 1991

g. Date of hearing: February 19, 1991

h. Finding and Facts of the scheduled hearing: The hearing determined the property to be unfit and a public nuisance. Owners were granted thirty (30) days to repair or demolish.

i. Owner's response: Owners did not appear for hearing.

j. The Housing Inspector dispatched a letter that was received by the owner with information that the docket would be presented to the City Council for necessary action on March 2, 1992.

This is the 11th day of February, 1992.

Housing Inspector

bes
INSP-202

ITEM 2.D.3.

INSPECTIONS DEPARTMENT
POST OFFICE BOX 1846
FAYETTEVILLE, NC 28302-1846

1ST FLOOR, CITY HALL
433 HAY STREET
(919) 433-1707/433-1714

FAYETTEVILLE, NC 28301-5024

February 6, 1991

Janie Williams Heirs
c/o Mr. O. James et al.
5233 Lightning View Road
Columbia, MD 21045

LETTER OF CONDEMNATION

Re: 830 Cumberland Street (0437-29-6527)

Dear Property Owners:

The property(s) in reference was determined unfit for human habitation. As in accordance with Chapter 16, of the City of Fayetteville's Code governing standards of buildings and dwellings, this property is condemned effective immediately due to the following violation(s):

1. Front and rear porch and framing is partially deteriorated.
2. Floor framing and flooring need repair.
3. Interior and exterior walls need repair.
4. Exterior windows, doors and frames are deteriorated.
5. Plumbing and electrical systems need repair.
6. Heating equipment needs to be installed.
7. Window frames and window sashes need repair.

Please be advised that the dwelling(s) must remain vacated from receipt of this letter and repairs or demolition commenced. A permit for either must be purchased from our office prior to work commencing. If the dwelling is to be repaired, a final inspection must be made by the Housing Inspector and approved prior to occupancy of the dwelling.

ill begin demolition

uperintendent in City

se do not hesitate to

II/COND 830 Cumberland St (6527)

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. *(Extra charge)* 2. ☐ Restricted Delivery *(Extra charge)*

3. Article Addressed to:
Janie Williams Heirs
c/o Mr. O. James, et. al.
5233 Lightning View Road
Columbia, MN 21045

4. Article Number
P 520 627 948

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X

6. Signature — Agent
X

7. Date of Delivery
2/12/91

8. Addressee's Address *(ONLY if requested and fee paid)*

PS Form 3811, Apr. 1989 W ★U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

AN ORDINANCE OF THE CITY COUNCIL
OF
FAYETTEVILLE, NORTH CAROLINA

Requiring the City Buildings 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 16 of the Dwellings and Buildings Minimum Standards Code of the City, concerning certain real property described as follows:

830 Cumberland Street (0437-29-6527)

BEGINNING at a stake in the Murchison Road, and runs thence East fifty feet to a stake; thence North 188 feet to a stake, being the Northeast corner; thence West 50 feet to a stake; thence South 174 feet to the beginning. The above two lots are a part of the land conveyed to S.W. Thaggard by John A. Oates, and wife, by deed dated March 3, 1916, and recorded in the office of the Register of Deeds for Cumberland County in Book "C" No. 9, page 192, and being the same two lots of land conveyed to Lesane Simmons by S.W. Thaggard and wife, by deeds duly recorded in the office of the Register of Deeds for Cumberland County in Books No. 300, page 200 and 301, page 143. This second lot being Lot No. 13 of the Alex Burnett land surveyed for John A. Oates by Robert Strange, May 1915. See Book of Plats S. No. 7, page 53. This being also the same land described in a deed dated March 7, 1925, from Lesane Simmons and wife, Mamie Simmons to W.C. Downing, which deed is duly recorded in the office of the Register of Deeds for Cumberland County in Book 322 page 2.

The owners of and parties in interest in said property are:

Ms. Janie Williams "Heirs", Mr. James E. Williams, Mr. Eugene Williams, Ms. Sarah Jane Milligan, Mr. Clarence Morgan, Jr., Ms. Linda Gray Morgan, James and Louise S. McNeill, and the County of Cumberland Tax Authority.

2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City having been followed, the Inspections Superintendent

bel

duly issued and served an order requiring the owners of said property to: repair or demolish the structure within thirty (30) days from receipt of notification.

(3) And said owners without lawful cause, failed or refused to comply with said order; and the Building Inspector is authorized by said Code, 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 held a full hearing upon this matter and has fully reviewed the entire record of said Inspections Superintendent thereon, and finds, that all findings of fact and all orders therein of said Inspections Superintendent are true and authorized except:

None

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 Superintendent as set forth fully above, except as modified in the following particulars:

This structure is to be demolished and all debris removed from the premises.

SECTION 2

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

Adopted this 10th day of February, 1992.

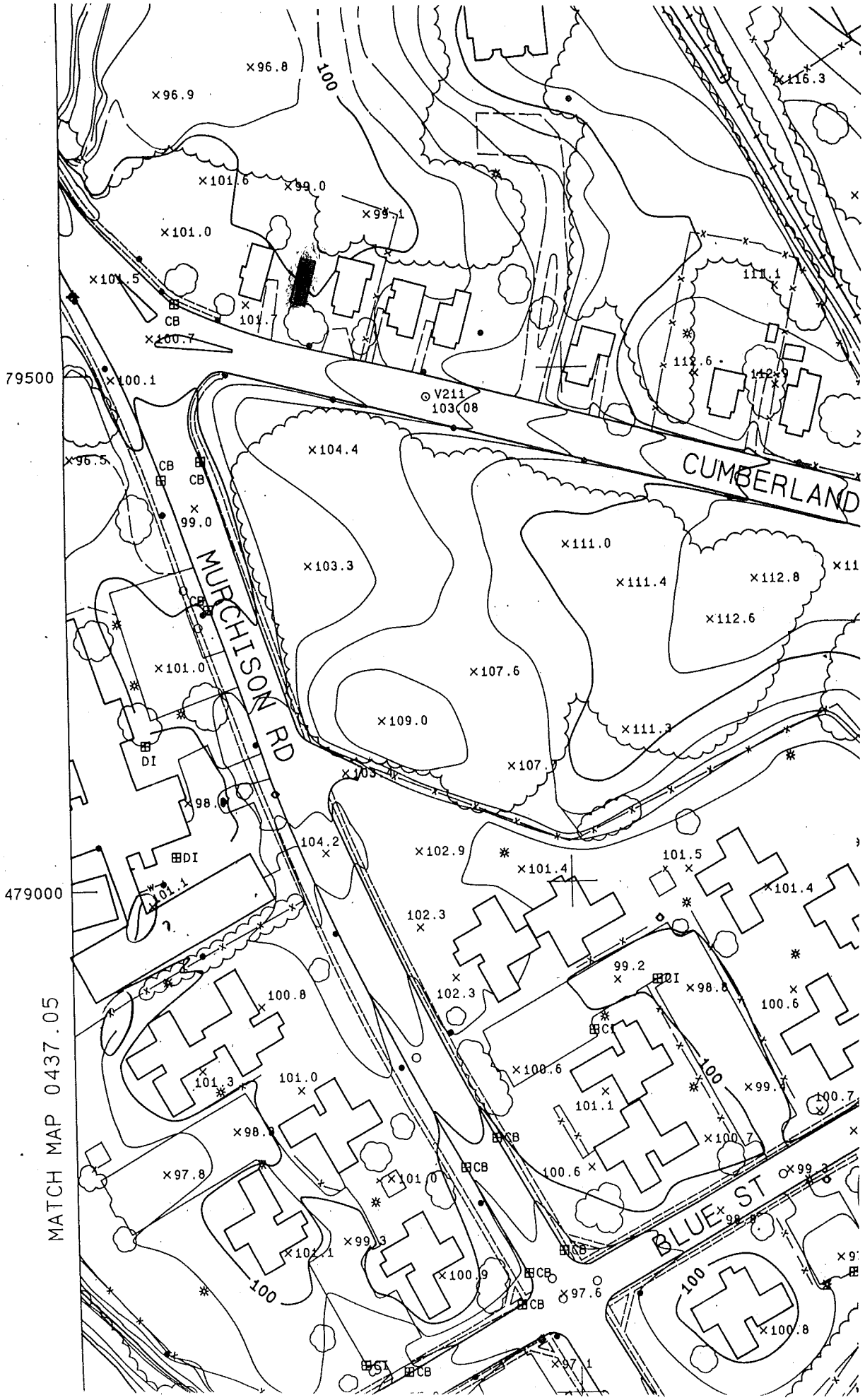
CITY OF FAYETTEVILLE

BY: _____
J. L. Dawkins, Mayor

ATTEST:

_____
Bobbie A. Joyner, City Clerk

bel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THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

AIRPORT MANAGER
(919) 483-4468

FAYETTEVILLE AIRPORT COMMISSION
Post Office Box 64218
Fayetteville, NC 28306

Phone: (919) 433-1621

February 25, 1992

MEMORANDUM:

TO: Mr. John Smith, City Manager

THROUGH: Mr. Roger Stancil, Assistant City Manager

FROM: Mr. William T. Ray, Airport Manager wtr

SUBJECT: Amendment to Supplemental Agreement Number 16

At its regular meeting Tuesday, February 25, 1992, the Airport Commission voted to recommend that the City Council approve Amendment #2 to Supplemental Agreement Number 16 in the amount of $11,360.

The amendment is needed to incorporate changes requested by the FAA.

I concur with the recommendation by the Airport Commission, and suggest that this item be added to the City Council consent agenda.

EMN/en

Enclosures

ITEM #3

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

AIRPORT MANAGER
(919) 483-4468

FAYETTEVILLE AIRPORT COMMISSION
Post Office Box 64218
Fayetteville, NC 28306

Phone: (919) 433-1621

February 19, 1992

MEMORANDUM:

TO: AIRPORT COMMISSION MEMBERS

FROM: William T. Ray, Airport Manager

SUBJECT: Amendment #2 to Supplemental Agreement Number 16

The attached amendment #2 with Wilbur Smith Associates Supplemental Agreement Number 16 is to amend the contract price $11,360.00. This was done at the request of the FAA Certification and Programming Branches in order to make our fire training facility be in compliance with a draft advisory circular that was published on January 31, 1992. We received a copy on February 7, 1992, and our bid opening date was suppose to have been February 20, 1992.

The final design changes will take the fire pit from a 75-foot diameter to a 125-foot diameter pit, and will extend the simulated fuselage approximately 20 feet. This will require a larger pavement around the training area, and will also require a considerable increase in propane equipment and computer sensors in the fire pit.

The FAA has asked us to bid the changes as an alternate, and to do so, we had to extend our bid opening date to March 19, 1992 at 2:00 p.m. in the Airport Manager's Conference Room. While the FAA is not approving additional funds for the change at this time, they do understand the added engineering costs to produce additional plans and specifications, and have concurred in the participation of that cost at 90%.

Recommend approval.

emn

Enclosure - Amendment to Supplemental 16

cc: Mr. John Smith, City Manager
Mr. Craig Hampton, Purchasing Agent
Mr. Michael McNair, Grant Manager

Amendment Number 2 to Supplemental

Agreement Number 16

Fayetteville Regional Airport Fire Fighting

Facilities Project

EXHIBIT A

	Hours	Rate	Cost
Project Principal	8	$106	$ 848
Project Engineer/Designer	64	$ 65	$ 4,160
Architect	20	$ 78	$ 1,560
Electrical Engineer/Designer	32	$ 53	$ 1,696
Engineering Technician	48	$ 42	$ 2,016
Technical Typist	16	$ 30	$ 480
		Subtotal	$10,760
	Expenses for printing, postage, express, & communications		$ 600
		TOTAL	$11,360

AMENDMENT NUMBER 2 TO SUPPLEMENTAL AGREEMENT NUMBER 16

The FAA has requested the design of a 125 foot diameter pit for the Fire Fighting Facilities to be constructed at Fayetteville Regional Airport. This will be bid as an alternate to the current 75 foot diameter pit.

This alternate system will be more costly to implement and will require additional design elements. Therefore, there is a need to modify the design agreement for this project as identified below:

- Coordinate design amendment with FAA and Airport Management
- Design new pit area configuration
- Expand grading and drainage plan
- Revise erosion control plan
- Design new lighting and utility connections
- Calculate material quantities
- Prepare cost estimates
- Amend specifications and project bidding documents
- Advise potential bidders of change and delay of bid opening to March 19, 1992

The costs for this additional work are presented in Exhibit A.

Approval of Amendment Number 2 to Supplemental Agreement Number 16 between the City of Fayetteville and Wilbur Smith Associates.

Name	Name
Title	Title
Date	Date

APPROVED AS TO FISCAL AND BUDGET CONTROL ACT.

Kai D. Nelson 2/26/92

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

AIRPORT MANAGER
(919) 483-4468

FAYETTEVILLE AIRPORT COMMISSION
Post Office Box 64218
Fayetteville, NC 28306

Phone: (919) 433-1621

February 25, 1992

MEMORANDUM:

TO: Mr. John Smith, City Manager

THROUGH: Mr. Roger Stancil, Assistant City Manager

FROM: Mr. William T. Ray, Airport Manager WTR

SUBJECT: Agreement with the Federal Aviation Administration

At its regular meeting Tuesday, February 25, 1992, the Airport Commission voted to recommend that the City Council approve an agreement with the FAA. This agreement will replace the current one, which expires September 30, 1992.

I concur with the recommendation by the Airport Commissions, and suggest that this item be placed on the City Council consent agenda.

EMN/en

Enclosures

ITEM #5

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762

AIRPORT MANAGER
(919) 483-4468

FAYETTEVILLE AIRPORT COMMISSION
Post Office Box 64218
Fayetteville, NC 28306

Phone: (919) 433-1621

February 7, 1992

MEMORANDUM:

TO: AIRPORT COMMISSION MEMBERS

FROM: William T. Ray, Airport Manager

SUBJECT: Agreement with the Federal Aviation Administration

Attached is a standard agreement for the Federal Aviation Administration for property at the airport. This agreement will replace the one which expires September 30, 1992.

I recommend approval of the agreement.

EMN/en

Enclosure

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
SOUTHERN REGION, ASO-56

Lease No.: DTFA06-92-L-12069
Facility : ASR
Location : Fayetteville, N. C.

LEASE

between

FAYETTEVILLE ~~MUNICIPAL~~ REGIONAL AIRPORT

and

THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this _____ day of _____, in the year one thousand nine hundred and ninety two by and between THE FAYETTEVILLE ~~MUNICIPAL~~ REGIONAL AIRPORT whose address is:

P. O. BOX 64218
FAYETTEVILLE, NORTH CAROLINA 28306

for itself, successors and assigns, hereinafter referred to as the Lessor and the United States of America, hereinafter referred to as the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. TERM.

For the term beginning October 1, 1992 and ending September 30, 1993, the Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, viz:

LEGAL DESCRIPTION - ASR SITE

Beginning at an existing concrete monument located at the northwest corner of Tract "L" as shown on a plat by Mann and McLawhorn, recorded in Plat Book 12, Page 20, Cumberland County, North Carolina Registry and running, thence South 49° 30' East, 1758.52 feet to an iron pipe, the Point of Beginning (POB) of the ASR site; thence South 58° 53' East, 200.00 feet to an iron pipe; thence South 31° 07' West, 200.00 feet to an iron pipe; thence North 58° 53' West, 200.00 feet to an iron pipe; thence North 31° 07' East, 200.00 feet to the POB. All bearings are based on the North Carolina Grid System, as shown on Sheet 1 of Plat of Survey by Moorman & Little, Inc., dated March 1972, attached and hereby made a part of this agreement.

ACCESS ROAD

Beginning at a point, North 58° 53' West, 25 feet from an iron pipe, the southernmost corner of the proposed ASR site and running, thence South 31° 07' West, 67.07 feet; thence South 09° 33' West, 349.29 feet to the Airport property line adjoining Doc Bennett Road (NCSR 2212).

The above bearings being the centerline of a 50 foot wide access road right-of-way. All bearings are based on the North Carolina Grid System, as shown on Sheet 1 and 2 of Plat of Survey by Moorman & Little, Inc., dated March 1972, attached and hereby made a part of this agreement.

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government.

(b) And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

(c) And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

2. RENEWAL.

This lease may, at the option of the Government, be renewed from year to year without rental charge and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one year unless the Government gives 30 days notice that it will not exercise its option, before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond September 30, 2002.

3. CONSIDERATION.

The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of facilities upon the premises hereby leased.

4. TERMINATION.

The Government may terminate this lease, in whole or in part, at any time by giving at least thirty (30) days notice in writing to the Lessor. Said notice shall be sent by certified or registered mail.

5. RESTORATION.

It is hereby agreed between the parties that upon termination of its occupancy the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor. Notice of abandonment will be conveyed by the Government to the Lessor in writing.

6. INTERFERENCE WITH GOVERNMENT OPERATIONS.

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by the Government under the terms of this Lease unless consent hereto shall first be secured from the Government in writing.

7. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES.

The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this Lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government's opinion interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the Lessor, except when such improvements or changes are made at the written request of the Government. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Lessor or the Government, funding responsibility shall be determined by the Government.

8. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE.

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.203-1	OFFICIALS NOT TO BENEFIT. (APR 1984)
52.203-3	GRATUITIES. (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES. (APR 1984)
52.203-7	ANTI-KICKBACK PROCEDURES. (OCT 1988)
52.233-1	DISPUTES. (APR 1984)

9. SPECIAL PROVISIONS.

a) The Lessor grants to the Government the right to install, maintain and operate an 18 inch diameter CMP in the drainage ditch bordering State Road 2212.

b) The Lessor grants to the Government the right to install and maintain underground cable as shown on Drawing SO-D-1721-1, dated May 4, 1972, attached and hereby made a part of this agreement.

c) The Lessor agrees to keep the area on Airport property clear of all future obstructions projecting above the level of the ASR Tower platform, approximate elevation 217 feet MSL, within a 1,000 foot radius of the center of the antenna for the life of the facility. All as shown on Drawing SO-E-356, dated March 21, 1972, attached and hereby made a part of this agreement.

Since the height, location, design and orientation of structures adjacent to the radar vary in their effects on facility performance, construction planning in this area will be based on a mutual effort and joint agreement between the Lessor and the Government. Therefore, preliminary plans for development in this area shall be submitted to the FAA for review and approval.

10. NOTICES.

All notices shall be in writing and sent by United States Certified or Registered mail, return receipt requested, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice to the other):

TO LESSOR: Fayetteville ~~Municipal~~ REGIONAL Airport
P. O. Box 64218
Fayetteville, North Carolina 28306

TO GOVERNMENT: Federal Aviation Administration
Real Estate and Utilities Branch
P. O. Box 20636
Atlanta, Georgia 30320

General correspondence may be forwarded to the above address via first class mail.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

LESSOR

BY_____ _____
(signature) (official title)

IN PRESENCE OF:

_____ _____
(signature) (official title)

UNITED STATES OF AMERICA

BY_____ CONTRACTING OFFICER
JIM WALL (official title)

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

CITY ATTORNEY
P.O. BOX 1513
FAYETTEVILLE, NC 28302-1513

ROOM 211, CITY HALL
433 HAY STREET
(919) 433-1985
FAX # (919) 433-1980

February 24, 1992

MEMORANDUM

TO: The Mayor and Members of the City Council

FROM: Robert C. Cogswell, Jr.
City Attorney

SUBJECT: Repeal of Section 21-50 of the City Code

Attached is a copy of Section 21-50 of the City Code. With the advent of the cellular telephone, it has long since outlived its utility. Therefore, I recommend that this section be repealed.

RCC/jkp

Attachment

0008.26

gonorrhea or other venereal diseases and free from tuberculosis or other communicable disease. It shall be unlawful for any person to tattoo any other person without first obtaining such a certificate and having the same in his or her possession. Such a certificate shall become void six months after it has been issued. (Code 1950, § 16-46; Ord. No. 1987-4, § 7, 1-20-87)

Sec. 21-49. Same—Records.

Every person engaging in any tattooing business pursuant to a license issued under the terms of section 17-15.1 shall at all times keep a record of the names, addresses and ages of all persons tattooed, which record shall at all times be open to the inspection of the police department of the city. (Code 1950, § 16-47; Ord. No. 1987-4, § 8, 1-20-87)

Sec. 21-50. Telephones on streets.

It shall be unlawful to have, maintain, install, use or operate any telephone upon any of the streets or sidewalks except by permission of the council. (Code 1950, § 16-48)

Cross reference—Obstructions on streets and sidewalks generally, § 26-3.

Secs. 21-51, 21-52. Reserved.

Editor's note—Sections 21-51 and 21-52, pertaining to tennis courts and vagrancy, are repealed by Ord. No. 1987-3, § 1, adopted Jan. 20, 1987, said sections derived from Code 1950, §§ 16-49, 16-50.

Sec. 21-53. City declared bird sanctuary.

All that territory embraced within the territorial limits of the City of Fayetteville, in Cumberland County, shall be a bird sanctuary, pursuant to N.C.G.S. section 160A-188.

It shall be unlawful for any person to hunt, kill or trap any birds protected by the North Carolina Wildlife Resources Commission within the territorial limits referred to in this section. Any person violating the provision of this section shall be guilty of a misdemeanor and, upon conviction, shall be fined not more than fifty dollars ($50.00) or imprisoned not more than thirty (30) days. (Ord. No. 1979-11, 5-29-79; Ord. No. 1987-4, § 9, 1-20-87)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE

REPEALING SECTION 21-50 OF THE CODE OF ORDINANCES OF THE

CITY OF FAYETTEVILLE

BE IT ORDAINED that Section 21-50. Telephones on Streets of the Code of Ordinances of the City of Fayetteville, North Carolina is repealed.

Adopted this ___ day of March, 1992.

J.L DAWKINS, Mayor

ATTEST:

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

CITY ATTORNEY
P.O. BOX 1513
FAYETTEVILLE, NC 28302-1513

ROOM 211, CITY HALL
433 HAY STREET
(919) 433-1985
FAX # (919) 433-1980

December 27, 1991

MEMORANDUM

TO: Bruce Daws
Communications Director

FROM: Robert C. Cogswell, Jr.
City Attorney

SUBJECT: Sec. 21-50. Telephones on streets.

With the advent of the cellular telephone, is it feasible to even consider enforcement of Sec. 21-50 of the Fayetteville City Code? A copy is attached.

RCC/jkp

Attachment

0004

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

COMMUNICATIONS DEPARTMENT
433 HAY STREET
FAYETTEVILLE, NC 28301

(919) 433-1915 VOICE
(919) 486-3323 TDD
(919) 433-1766 FAX

December 27, 1991

MEMORANDUM

TO: Robert C. Cogswell, Jr., City Attorney

FROM: Bruce J. Daws, Communications Director

SUBJECT: Section 21-50, "Telephones on Streets"

In my opinion, Section 21-50 of the Fayetteville City Code is antiquated, as referenced in your memorandum and therefore should be repealed.

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

CITY ATTORNEY
P.O. BOX 1513
FAYETTEVILLE, NC 28302-1513

ROOM 211, CITY HALL
433 HAY STREET
(919) 433-1985
FAX # (919) 433-1980

February 24, 1992

MEMORANDUM

TO: The Mayor and Members of the City Council

FROM: Robert C. Cogswell, Jr.
City Attorney

SUBJECT: Repeal of Section 17-50 of the City Code

Attached is a copy of Section 17-50 of the City Code. It currently provides for criminal enforcement of a violation of the provisions requiring a privilege license for adult bookstores. In June of last year, you adopted Section 17-22.1 which has a much more exhaustive menu of remedies for failure to obtain a privilege license. It gives us more options. Accordingly, I recommend that Section 17-50 be repealed. After it's repealed, Section 17-22.1 could then be used to enforce violations of the adult bookstore provisions.

RCC/jkp

Attachment

0008.27

(a) Any interested party is convicted of a specified criminal act, and said conviction is final and not on appeal. For purposes of this section, the term conviction shall include an adjudication of guilt on a plea of guilty or nolo contendere, the forfeiture of a bond upon a charge of a specified criminal act, or prayer for judgment continued.

(b) The city attorney, upon notification that any interested party has received a conviction for a specified criminal act, shall notify the licensee that, within twenty (20) days of the receipt of said notice by the licensee, the city council shall hold a public hearing to consider the revocation of the privilege license of the licensee. The standard to be used by the city council in making its decision shall be whether or not the continued operation of the licensed premises would present such a clear and present danger of a serious substantive evil as to be detrimental to the public health, morals, safety and welfare of the surrounding neighborhood. Provided further, that said licensee may waive said hearing by surrendering its license prior to the date and time established for the hearing. (Ord. No. 1980-3, 2-25-80)

Sec. 17-49. Operating adult bookstore, adult motion picture theater or adult motel or hotel illegal without a license.

It shall be unlawful for any person, partnership, corporation or any other entity to operate an adult bookstore, adult motion picture theater or adult motel or hotel within the City of Fayetteville unless such adult bookstore, adult motion picture theater or adult motel or hotel shall have a currently valid regulatory license therefor. (Ord. No. 1979-8, 3-12-79)

Sec. 17-50. Penalty.

Any person, partnership, or corporation violating the provisions of any section of this article shall, upon conviction, be punished as provided in section 1-7 of this Code. (Ord. No. 1979-8, 3-12-79)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE

REPEALING SECTION 17-50 OF THE CODE OF ORDINANCES OF THE

CITY OF FAYETTEVILLE

BE IT ORDAINED that Section 17-50. Penalty of the Code of Ordinances of the City of Fayetteville, North Carolina is repealed.

Adopted this ___ day of March, 1992.

J.L. DAWKINS, Mayor

ATTEST:

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

OFFICE OF THE CHIEF OF POLICE
SUITE 124, 131 DICK STREET

FAYETTEVILLE, N. C. 28301-5798
TELEPHONE: (919) 433-1819

10 February 1992

City of Fayetteville
ATTN: City Council
City Hall
Fayetteville, NC 28301

RE: Gene Gerome Blake & Barbara Blake vs.
Shannon Scott Brewer & the
City of Fayetteville

Dear Members of City Council:

I have been sued by Gene Gerome Blake and Barbara Blake in 92 CVS 723 as a result of performing my duties as a police officer for the police department of the City of Fayetteville. Pursuant to N.C.G.S. 160A-167, I am requesting that the City Council provide for the defense of this case and authorize the hiring of an attorney on my behalf.

Thank you for your consideration. I am

Sincerely,

Shanon Scott Brewer
Police Officer
Emergency Response Team

BEW/klg

ITEM 2-I

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

FINANCE DEPARTMENT
2ND FLOOR, CITY HALL

433 HAY STREET
P.O. DRAWER D

FAYETTEVILLE, NC 28302-1746

MEMORANDUM FEBRUARY 26, 1992

TO: John B. Brown, Assistant City Manager for Administration and Finance

THROUGH: Kai D. Nelson, Finance Director KDN

FROM: Michael E. McNair, Management Analyst MEMc

SUBJECT: Special Revenue Fund Project Ordinance Amendments #92-1 & 92-2

The Police Department has requested an appropriation of Federal Forfeiture funds in the amount of $14,000 to the Police Athletic League project. The additional appropriation will be utilized to support the Judo instruction program via the purchase equipment and supplies. Special Revenue Fund Project Ordinance Amendments #92-1 and 92-2 are designed to implement this action. It is respectfully recommended that these ordinance amendments be submitted to the Council for favorable consideration.

CITY OF FAYETTEVILLE

March 2, 1992

SPECIAL REVENUE FUND PROJECT ORDINANCE AMENDMENT
CHANGE 92-1 (ORD 92-2)

BE IT ORDAINED by the City Council of the City of Fayetteville, North Carolina, that pursuant to Chapter 159 of the General Statutes of North Carolina, the following Special Revenue Fund project ordinance is hereby authorized:

Section 1. The project change authorized is to ORD 92-2 adopted January 21, 1992 for the Police Athletic League.

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

Federal Forfeiture Funds	$14,000

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

Project Expenditures	$14,000

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

Adopted this 2nd day of March, 1992.

bea
FIN-194

CITY OF FAYETTEVILLE

March 2, 1992

SPECIAL REVENUE FUND PROJECT ORDINANCE AMENDMENT
CHANGE 92-2 (ORD 92-1)

BE IT ORDAINED by the City Council of the City of Fayetteville, North Carolina, that pursuant to Chapter 159 of the General Statutes of North Carolina, the following Special Revenue Fund project ordinance is hereby authorized:

Section 1. The project change authorized is to ORD 92-1 adopted January 21, 1992 for the purchase of miscellaneous equipment and other discretionary items for the Fayetteville Police Department.

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

Federal Forfeiture Receipts	($14,000)

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

Project Expenditures	($14,000)

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

Adopted this 2nd day of March, 1992.

beb
FIN-194

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

FINANCE DEPARTMENT
2ND FLOOR, CITY HALL

433 HAY STREET
P.O. DRAWER D

FAYETTEVILLE, NC 28302-1746

February 24, 1992

MEMORANDUM

TO: Kai D. Nelson, Finance Director

FROM: Lisa T. Smith, Budget Manager LTS

SUBJECT: Budget Ordinance Amendment 92-10

Budget Ordinance Amendment 92-10 is necessary to transfer $135,000 from the Special Separation Allowance Fund to the E-911 Fund. The transfer represents a temporary "loan" to pay the data preparation charge associated with the implementation of the E-911 Fund.

In addition, the amendment will appropriate the proceeds of a lease purchase agreement in the amount of $62,059 for dictaphone voice loggers.

I respectfully request that the budget ordinance amendment be favorably considered by City Council.

1991-1992 BUDGET ORDINANCE AMENDMENT
CHANGE 92-10

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

That the City of Fayetteville Budget Ordinance adopted July 15, 1991, as amended, is hereby amended as follows:

SECTION 1. It is estimated that the following revised anticipated revenues will be available during the fiscal year beginning July 1, 1991, and ending June 30, 1992, to meet the appropriations listed in Section 2.

ITEM	LISTED AS	REVISION	REVISED AMOUNT
Schedule K:			
Enhanced 911 Fund			
Transfers	$ 0	$135,000	$135,000
Capital Leases	0	62,059	62,059
Other Revenue	178,519	0	178,519
	$178,519	$197,059	$375,578

1991-1992 BUDGET ORDINANCE AMENDMENT
CHANGE 92-10

SECTION 2. The following revised amounts are hereby appropriated for the operations of the City Government and its activities for the fiscal year beginning July 1, 1991, and ending June 30, 1992, according to the following schedules:

ITEM	LISTED AS	REVISION	REVISED AMOUNT
Schedule K:			
Enhanced 911 Fund			
Total Estimated Expenditures	$178,519	$197,059	$375,578

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

FINANCE DEPARTMENT
2ND FLOOR, CITY HALL

433 HAY STREET
P.O. DRAWER D

FAYETTEVILLE, NC 28302-1746

January 21, 1992

MEMORANDUM

TO: John P. Smith, City Manager

FROM: Kai Nelson, Finance Director KN

SUBJECT: 911 Data Preparation Charges

Carolina Telephone Company's rate tariff approved by the NC Utilities Commission includes a provision for a one-time data preparation charge associated with implementation of E-911. The charge is $3.55 per access line. Carolina Telephone has provided the City with information indicating that there are approximately 38,000 access lines within the City limits.

The data preparation charge is estimated at $135,000 and will be payable around May 1992. The E-911 Special Revenue Fund, which will not receive its first monthly subscriber revenue check from CTT until March 1992, will not have sufficient resources to pay the charge. The rate tariff includes a provision for payment of the data preparation charge over 18 months with a 9 percent interest charge for those systems unable to pay the amount when presented with the charge.

I propose that the Law Enforcement Officers Special Separation Allowance Fund, which has sufficient assets, temporarily "loan" the E-911 Fund the money to pay the data preparation charge at a rate of 6.39 percent which is the current non-qualified bank rate that financial institutions are charging the City on installment purchase agreements. This proposed arrangement is beneficial to both funds - the E-911 Fund will save approximately $3,000 in reduced interest expense costs while the Separation Allowance Fund will improve its performance by approximately $2,600.

Request your approval to proceed with this concept.

APPROVAL:

John P. Smith

City Manager

DISAPPROVAL:

City Manager

KN/a

cc: John B. (Ben) Brown, Jr., Assistant City Manager for Administration and Finance
Roger L. Stancil, Assistant City Manager for Operations
Bruce Daws, Communications Director
Lisa Smith, Budget Manager
Sonja Richardson, Cash Management Specialist
Cherry, Bekaert and Holland

A copy of the foregoing resolution is on file in the Clerk's Office in Resolution Book R1991.

8. Consideration of adoption of policy on disposal of Police horses.

This item was presented by Assistant City Manager for Operations Roger Stancil with a recommendation that the policy for disposal of Police horses be adopted.

Councilmember Cheek stated she would vote in favor of this policy as long as the horses remain donated to the City.

Councilmember Bolton moved to adopt the policy as recommended, seconded by Councilmember Kendrick and carried unanimously 8 to 0.

9. Consideration of adoption of resolution regarding the Police Benefit Fund.

This item was presented by City Manager John Smith with a recommendation to adopt the resolution authorizing the Police Benefit Funds to be placed as "employee funds." This would abolish the need for the Police Benefit Fund Board.

RESOLUTION AUTHORIZING ADMINISTRATIVE OF THE POLICE BENEFIT FUND PURSUANT TO CITY "EMPLOYEE FUNDS" POLICY (NUMBER 302). RESOLUTION NO. R1991-095.

Councilmember Bolton introduced the foregoing resolution and moved its adoption with the addition to the resolution that the Finance Director be Trustee of the Fund. Mayor Pro-Tem Evans seconded the motion and it carried unanimously 8 to 0.

A copy of the foregoing resolution is on file in the Clerk's Office in Resolution Book R1991.

10. Appointments:

A. Nominations to fill one vacancy on Wrecker Review Board.

There were no nominations made.

B. Nominations to fill three vacancies on Fair Housing Hearing Board.

Councilmember McBryde moved to elect all three nominees for a second term, seconded by Mayor Pro-Tem Evans and carried unanimously 8 to 0. They are as follows: Mickey Rouse, Real Estate Category; Bradley Jones, Attorney Category; and Colonel Fredrick Best, At-Large Category. The two-year terms expire November 1993.

11. Administrative Reports:

A. Statement of taxes collected for the month of October, 1991, from the Cumberland County Tax Collector.

Council accepted the statement of taxes collected for the month of October 1991 in the total amount of $1,638,218.82.

12. Consideration of change to Engineering Department Contract No. 09-396-90, Resurfacing of Fort Bragg Road.

This item was presented by City Manager John Smith stating there is approximately $84,000.00 left in the resurfacing account, and it is recommended that the entire surface of Fort Bragg Road be overlaid with a 5/8-inch thickness of sand asphalt to improve the rideability and appearance of this thoroughfare.

Councilmember Cheek moved to follow the recommendation, seconded by Councilmember Kendrick and carried unanimously 8 to 0.

13. Consideration of Award of Purchase Contract for Voice Logging Equipment to Dictaphone Corporation (lowest responsible bidder) in the amount of $64,861.50.

This item was presented by City Manager John Smith stating there were three bidders on this item, however, two bidders did not include their bid bond with their bid; therefore, their bids were not opened. Mr. Smith stated the Dictaphone Corporation had submitted two bids, one being an alternate bid and the lower bid did not meet specifications in that the equipment is not expandable. Mr. Smith recommends the lowest responsible bidder of Dictaphone Corporation in the amount of $64,861.50.

Councilmember Pillow moved to follow the recommendation and award to the lowest responsible bidder of Dictaphone in the amount of $64,861.50. The motion was seconded by Councilmember McBryde and carried unanimously 8 to 0.

CITY COUNCIL - ACTION REQUEST FORM

TO: John P. Smith, City Manager

DATE: 11-13-91

FROM: William J. B. McGugan, Director of Administrative Services

COUNCIL ACTION REQUESTED: Award of purchase contract to Dictaphone Corporation in the amount of $64,861.50 subject to Lease Purchase Financing.

PROJECT NAME: Voice Logging Equipment

DATE OPENED: 11-13-91

PROJECT NUMBER: Bid #919208

DATE ADVERTISED: 11-5-91

BIDDERS:

	TOTAL PRICE:
Dictaphone Corporation	$64,861.50
Dictaphone Corporation (Alternate Bid)	$39,760.00

AWARD RECOMMENDED TO: Dictaphone Corporation

BASIS OF AWARD: Lowest Responsible Bidder

BUDGET AMOUNT: N/A

ACCOUNT NO: 11-4360-0550

FUNDING SOURCE: Lease Purchase - E911

DEPARTMENT: Communications

AWARDS COMMITTEE MEMBERS: Communications Director and Staff and Purchasing Staff

AWARDS COMMITTEE ACTION: The Bid received has been reviewed by the committee members and the recommendation is to award the contract to Dictaphone Corporation for their primary bid due to the fact that the equipment offered in the primary bid meets or exceeds all technical specifications. The single bid received is the result of an error by two other vendors who submitted their bid but did not submit a bid bond. Therefore, their bids were returned unread. The alternate bid submitted is not an expandable system and would have to be replaced as we add more departments to the 800 M#2 system.

SUBMITTED BY:

William J. B. McGugan

ADMINISTRATIVE SERVICES DIRECTOR

APPROVED BY:

See Attached

DEPARTMENT HEAD

FINANCE DIRECTOR

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

FINANCE DEPARTMENT
2ND FLOOR, CITY HALL

433 HAY STREET
P.O. DRAWER D

FAYETTEVILLE, NC 28302-1746

February 24, 1992

MEMORANDUM

TO: Kai D. Nelson, Finance Director

FROM: Lisa T. Smith, Budget Manager LTS

SUBJECT: Budget Ordinance Amendment 92-11

Budget Ordinance Amendment 92-11 is necessary to take the following actions:

1. Transfer $23,000 from Other Appropriations (Council Contingency) to the Police Department to implement Drug Task Force recommendation #1 (expand neighborhood based foot and mounted patrols in high risk areas).

   The estimated annual cost of the program is $93,000, with projected expenditures through 6/30/92 totalling $23,000.

2. Appropriate the proceeds of a lease purchase agreement in the amount of $15,509 and transfer $2,851 from Communications to Information Systems, Finance and Administrative Services for the purchase of computer equipment.

I respectfully request that the budget ordinance amendment be favorably considered by City Council.

CITY OF FAYETTEVILLE

MARCH 2, 1992

1991-1992 BUDGET ORDINANCE AMENDMENT
CHANGE 92-11

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

That the City of Fayetteville Budget Ordinance adopted July 15, 1991, as amended, is hereby amended as follows:

SECTION 1. It is estimated that the following revised anticipated revenues will be available during the fiscal year beginning July 1, 1991, and ending June 30, 1992, to meet the appropriations listed in Section 2.

ITEM	LISTED AS	REVISION	REVISED AMOUNT
Schedule A:			
General Fund			
Fund Balance Appropriation	$ 2,137,658	$15,509	$ 2,153,167
All Other General Fund Revenues	38,118,922	-0-	38,118,922
	$40,256,580	$15,509	$40,272,089

F27-96

1991-1992 BUDGET ORDINANCE AMENDMENT
CHANGE 92-11

SECTION 2. The following revised amounts are hereby appropriated for the operations of the City Government and its activities for the fiscal year beginning July 1, 1991, and ending June 30, 1992, according to the following schedules:

ITEM	LISTED AS	REVISION	REVISED AMOUNT
Schedule A:			
General Fund			
Other Appropriations	$ 6,637,512	$(23,000)	$ 6,614,512
Finance	918,523	5,541	924,064
Information Systems	698,211	9,672	707,883
Administrative Services	1,402,381	3,147	1,405,528
Police	11,038,625	23,000	11,061,625
Communications	1,092,550	(2,851)	1,089,699
All Other General Fund Expenditures	18,468,778	-0-	18,468,778
	$40,256,580	$ 15,509	$40,272,089

ROBERT C. WILLIAMS, CHAIRMAN
W. LYNDO TIPPETT, VICE CHAIRMAN
WILLIAM H. OWEN, SECRETARY
ROBERT O. McCOY, TREASURER
TIMOTHY WOOD, GENERAL MANAGER

PWC

PUBLIC WORKS COMMISSION

OF THE CITY OF FAYETTEVILLE

ELECTRIC & WATER UTILITIES

508 PERSON STREET
PO DRAWER 1089
FAYETTEVILLE, NORTH CAROLINA 28302 1089
TELEPHONE (AREA CODE 919) 483-1401
FAX (AREA CODE 919) 483-1429

February 21, 1991

MEMO TO: John Smith, City Manager

FROM: Tim Wood, General Manager

SUBJECT: PWC Items for City Council Agenda

M. Approval of bid award in the amount of $134,826.00 to R. D. Braswell Construction Company for finished water metering facilities at Glenville Lake Water Treatment Plant. Bids were received January 14, 1992, as follows:

R. D. Braswell Construction Company	$134,826.00
Cadman Construction Company	$196,800.00
Nortec Construction Services, Inc.	$198,000.00
Poquoson Construction Company, Inc.	$199,980.00
H. V. Allen Construction Company, Inc.	$203,000.00
Crain and Denbo, Inc.	$236,614.00

N. Approval of bid awards to Rigby Electric in the amount of $59,600.00, and to Clark Corporation in the amount of $828,630.49, low bids, for equipment associated with Reilly Road 230kV switching station, Waters Edge 230-69kV substation, and substation structures. Bids were received January 16, 1992, as follows:

242 kV Fault Interrupter:	Evaluated Bid
Rigby Electric	$59,600.00
Mill-Power Supply	$60,474.00
Structures and Equipment:	
Clark Corp.	$828,630.49
W. R. Daniel	$839,862.00
Hamby-Young	$852,685.00
Hesco, Inc.	$861,383.55
M. D. Henry	$848,129.00
Tatman Associates	$1,048,700.00

TW:gm

Fayetteville North Carolina
North Carolina's 4th Largest Metro

• AN EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER •

ITEM 2.M-2.N.

ROBERT C. WILLIAMS, CHAIRMAN
W. LYNDO TIPPETT, VICE CHAIRMAN
WILLIAM H. OWEN, SECRETARY
ROBERT O. McCOY, TREASURER
TIMOTHY WOOD, GENERAL MANAGER

PWC

PUBLIC WORKS COMMISSION

OF THE CITY OF FAYETTEVILLE

ELECTRIC & WATER UTILITIES

508 PERSON STREET
PO DRAWER 1089
FAYETTEVILLE, NORTH CAROLINA 28302-1089
TELEPHONE (AREA CODE 919) 483-1401
FAX (AREA CODE 919) 483-1429

January 31, 1992

MEMO TO: Robert C. Cogswell, Jr., City Attorney

FROM: Tim Wood, General Manager TWood

SUBJECT: Consent Judgment - Cross Creek Wastewater Treatment Plant

Thanks for faxing copy of Attorney General's letter enclosing an amendment to the Consent Judgment.

This amendment was requested by PWC. It has apparently made the rounds in Raleigh without objections.

I would be grateful if you would arrange to place this item on the next city council agenda (PWC recommends acceptance of the amendment). Ken Fanfoni and I will be present to answer any questions.

TW:gm

cc: Ken Fanfoni, w/enclosure
A. P. Norwood, w/enclosure

Fayetteville North Carolina
North Carolina's 4th Largest Metro

ITEM 2.0.

LACY H. THORNBURG
ATTORNEY GENERAL

State of North Carolina

Department of Justice
P.O. BOX 629
RALEIGH
27602-0629

January 28, 1992

Mr. J. L. Dawkins, Mayor
City of Fayetteville
P.O. Drawer 1089
Fayetteville, North Carolina 28302-1089

RE: Cross Creek WWTP, Amendment to Consent Judgment
88 CVS 69

Dear Mayor Dawkins:

The Public Works Commission and the Division of Environmental Management have agreed to amend the Consent Judgment for the Cross Creek facility to extend the dates for completing construction and achieving final compliance. Enclosed are the original and a copy of the consent judgment amendment which are ready to be signed by the City and filed with the court. Please have the City Attorney secure the signature of a Superior Court Judge and return the copy to me after the original has been filed.

If any questions arise please contact me by telephoning (919) 733-5725.

Sincerely,

LACY H. THORNBURG
Attorney General

Francis W. Crawley

Francis W. Crawley
Special Deputy Attorney General

FWC/so

Enclosure

cc: Mick Noland
Kevin Bowden

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
88 CVS 69

STATE OF NORTH CAROLINA, ex rel WILLIAM W. COBEY, JR., Secretary Department of Environment, Health and Natural Resources, and ex rel ENVIRONMENTAL MANAGEMENT COMMISSION	)	
Plaintiff,	)	CONSENT JUDGMENT AMENDMENT (JOC #87-19)
v.	)	
CITY OF FAYETTEVILLE-PUBLIC WORKS COMMISSION (PWC)	)	
Defendant		

THIS CAUSE came to be heard this day before the undersigned Judge of Superior Court upon joint appearance by the parties, who have announced to the Court that they have agreed to modify the provisions of the Consent Judgment entered herein, as follows:

1. by amending paragraph 9(b)(6) to read,

   "Complete construction of proposed additional treatment facilities on or before September 30, 1992."

2. by amending paragraph 9(b)(7) to read,

   "Achieve compliance with final effluent limitations by January 31, 1993."

3. by amending paragraph 14 to read,

   "This Consent Judgment shall terminate on April 30, 1993; except that determinations of final compliance made by the State, payment of any due penalties by the Defendant, and request for dispute resolution may be made within 60 days thereafter. Following the expiration of this Consent Judgment, any permit violations will be subject to all enforcement procedures as allowed by G. S. 143-215.6."

IT IS THEREFORE, upon the consent of the parties and without the taking of any testimony, ORDERED, ADJUDGED, AND DECREED:

1. The Consent Judgment entered herein is modified by amending paragraph 9(b)(6) to read,

   "Complete construction of proposed additional treatment facilites on or before September 30, 1992.

2. The Consent Judgment entered herein is modified by amending paragraph 9(b)(7) to read,

   "Achieve compliance with final effluent limitations by January 31, 1993."

3. The Consent Judgment entered herein is modified by amending paragraph 14 to read,

   "This Consent Judgment shall terminate on April 30, 1993; except that determinations of final compliance made by the State, payment of any due penalties by the Defendant, and request for dispute resolution may be made within 60 days thereafter. Following the expiration of this Consent Judgment, any permit violation will be subject to all enforcement procedures as allowed by G. S. 143-215.6."

This the _____ day of _____, 1992.

BY CONSENT:

FOR THE CITY OF FAYETTEVILLE - PWC

_____
MAYOR

FOR THE DEPARTMENT OF
ENVIRONMENT, HEALTH, AND
NATURAL RESOURCES AND
ENVIRONMENTAL MANAGEMENT COMMISSION

Harlan K. Betts

for Director, Division of
Environmental Management

LACY H. THORNBURG
Attorney General

Francis W. Crawley
~~Assistant~~ Attorney General
Special Deputy

Judge of Superior Court

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

CITY MANAGER
FAYETTEVILLE, NC 28301-5537
433 HAY STREET

FEBRUARY 26, 1992

MEMORANDUM

TO: John P. Smith, City Manager

FROM: Roger L. Stancil, Assistant City Manager RLS

RE: Lease of Old City Hall Space

Attached is a proposed lease with Cumberland County for one room on the second floor of the old city hall. This will be temporarily used by the Jobs Training Service Center under the same terms and conditions as their current lease for first floor space.

I recommend that Council authorize you to execute this lease.

RLS:ssm

Attachment

STATE OF NORTH CAROLINA

LEASE

COUNTY OF CUMBERLAND

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 19_____, by and between the CITY OF FAYETTEVILLE, a municipal corporation organized under the laws of the State of North Carolina (hereinafter referred to as the "LESSOR") and COUNTY OF CUMBERLAND, North Carolina (hereinafter referred to as the "LESSEE");

WITNESSETH:

1. Leased Property. The LESSOR hereby leases to the LESSEE, subject to the terms and conditions hereinafter expressed, 273 square feet in the former City Hall, located at the intersections of Green and Bow Streets, within the City of Fayetteville, and more particularly described as Lease Space Three on the second floor in said former City Hall as designated on Attachment A to this lease.

2. Possession by LESSEE. Possession of the leased property shall be delivered to LESSEE not later than the commencement date of the lease.

3. LESSOR's Warranties. The LESSOR represents that it owns the leased property in fee simple and that the property is free from encumbrances except as referred to elsewhere in this lease. The LESSOR represents that it has the full right, power, and authority to enter into this lease for the term herein granted and that the leased property may be used by the LESSEE during the entire term for the purposes herein set forth.

4. Term. The term of this lease shall be for seven (7) months, beginning on the 1st day of March, 1992, and ending at midnight on the 30th day of September, 1992.

5. Option to Terminate. Either party may terminate this agreement by (1) giving forty-five (45) days written notice to the other, (2) forfeiting all of its right, title and interest in and to all sums which it shall have paid as rent hereunder and (3) performing all of its obligations hereunder through such termination date, including the surrender of the leased property in good repair, ordinary wear and tear excepted, on or before that date.

6. Rent. The rent for the term of this lease shall be Seven Dollars ($7.00) per square foot, per year. The payment for seven months will be One Thousand One Hundred Fourteen and 75/100 Dollars ($1,114.75) which shall be payable in full on or before March 1, 1992.

7. Taxes. The LESSOR agrees that it will list in its name for taxation the leased premises and all improvements and buildings thereon, provided however, that should LESSEE's property ever be declared non-exempt from ad valorem taxes, then and in that event, the LESSEE agrees it will pay all taxes assessed against the leased premises and special assessments by the City or County during the term of this lease, to include all personal property of the LESSEE, and the real property demised herein.

8. Use. The LESSEE shall use and occupy the leased property for offices of the Cumberland County Jobs Training Service Center. The LESSEE shall not use or knowingly permit any part of the leased property to be used for any other purpose or unlawful purpose.

9. Quiet Enjoyment. LESSEE, upon the payment of the rent herein reserved and upon the performance of all the terms of this lease, shall at all times during the lease term and during any extension or renewal term peaceably and quietly enjoy the leased property without any disturbance from the LESSOR or from any other person claiming through the LESSOR.

10. Repairs or Alterations. That no alteration and no physical or structural change and no change in the color of surfacing shall be made to the exterior or interior of the building located on the premises without the written approval of the LESSOR, nor shall any additional structure be constructed or permitted to be built upon the premises unless the plans and exterior designs for such structure have likewise been approved in writing.

The LESSEE shall bear the entire expense of any repairs, alterations, improvements, maintenance and replacements required to be done to the leased property because of fault or neglect on the part of the LESSEE. Any repairs, alterations, improvements, maintenance and replacements required by the terms of this paragraph shall be accomplished promptly with first class materials, in a good and workmanlike manner, in compliance with all applicable laws of all governmental authorities. Any addition, alteration, or repair approved by

the LESSOR shall be deemed real property if it becomes permanently affixed to the demised premises or cannot be removed without substantial injury to the demised premises.

11. LESSEE's Compliance with Laws. The LESSEE at its sole expense shall comply with all laws, orders, and regulations of federal, state, and municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon the LESSOR or the LESSEE with respect to the leased property. The LESSEE, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this lease, or for the making of repairs, alterations, improvements, or additions, and the LESSOR, where necessary, will join with the LESSEE in applying for all such permits or licenses.

12. Surrender. The LESSEE shall vacate the leased property in the good order and repair in which such property now is, ordinary wear and tear and casualties by accidental fire not occurring through the LESSEE's negligence alone excepted, and shall remove all its personal property therefrom so that the LESSOR can repossess the leased property not later than noon on the day upon which this lease or any extension thereof ends, whether upon notice or by holdover or otherwise. The LESSOR shall have the same rights to enforce this covenant by ejectment and for damages or otherwise as for the breach of any other condition or covenant of this lease. The LESSEE may at any time prior to or upon the termination of this lease or any renewal or extension thereof remove from the leased

property all materials, equipment, and personal property of every other sort or nature installed by the LESSEE thereon, provided that such property is removed without substantial injury to the leased property. No injury shall be considered substantial if it is promptly corrected by restoration to the condition prior to the installation of such property, if so requested by the LESSOR. Any such property not removed shall become the property of the LESSOR.

13. Utilities. It is agreed and understood between the parties hereto that the rent to be paid by the LESSEE is sufficient consideration to cover all charges for electricity, light, and heat and air conditioning that may be contributable to their operations within the demised premises; however, LESSEE expressly assumes responsibility for any telephone or other communication service used, rendered, or supplied upon or in connection with the leased property, and shall indemnify the LESSOR against any liability or damages on such account.

14. Remedies. If either party shall be in default with respect to any separate performance hereunder, and shall have remained in default for ten (10) days after receipt of notice of default, there shall be a breach of this lease. The defaulting party shall remain fully liable for performing his remaining obligations under this lease. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, to include attorney fees, incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver

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

15. LESSOR's Right to Perform. If the LESSEE shall default in the performance of any covenant or condition in this lease required to be performed by the LESSEE, the LESSOR may, after forty-five (45) days written notice to the LESSEE, perform such covenant or condition for the account and at the expense of the LESSEE, and the LESSEE shall reimburse the LESSOR for the amount of such expense. Should the LESSEE, pursuant to this lease, become obligated to reimburse or otherwise pay the LESSOR any sum of money in addition to the specific rent, the amount thereof shall be deemed additional rent, in which event the LESSOR shall have the remedies for default in the payment thereof provided by this lease. The provisions of this paragraph shall survive the termination of this lease.

16. LESSOR's Right of Entry. The LESSOR and its representatives may enter the leased property, at any reasonable time, for the purpose of inspecting the leased property, performing any work which the LESSOR elects to undertake made necessary by reason of the LESSEE's default under the terms of this lease, exhibiting the leased property for sale, lease, or mortgage, financing, or posting notices of nonresponsibility under any mechanic's lien law.

17. Insurance.

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

(b) Notwithstanding paragraph 17(a), LESSEE, at its own expense, shall insure its own contents, including any computer equipment, any hardware or software attendant thereto, against loss by fire, theft, vandalism, or any other physical damage not due to the negligence of the LESSOR.

(c) From the date hereof until the termination date of the term of this lease, the LESSEE shall keep the leased property insured, at its sole cost and expense, against claims for personal injury or property damage proximately caused by the negligence of LESSEE, its agents, officers or employees, under a policy of comprehensive general liability insurance, with at least a $1,000,000 single limit liability and $250,000 for property damage, and such policy shall name the LESSOR as an additional insured; in the alternative, LESSEE shall have the right to maintain said coverage through a program of self-insurance, or combination self-insured retention and excess coverage.

OFFICE OF THE
CITY ATTORNEY
FAYETTEVILLE, N. C.

18. Assignment and Subletting. The LESSEE shall not assign, mortgage, or encumber this lease, nor sublet or permit the leased property or any part thereof to be used by others.

19. Idemnification. Except for claims arising out of acts caused by the affirmative negligence of the LESSOR or its representatives, the LESSEE shall indemnify and defend the LESSOR and the leased property, at the LESSEE's expense, against all claims, expenses and liabilities proximately caused by any act or negligence of the LESSEE or its agents, contractors, employees or licensees arising from the operation, management, or use of the leased premises during the term of this lease.

20. Destruction of Premises; Condemnation.

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

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

21. Notice. Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. The LESSOR hereby designates its address as 433 Hay Street, Fayetteville, North Carolina 28301. The LESSEE hereby designates its address as Post Office Box 1829, Fayetteville, North Carolina 28302.

22. Sovereign Law. This lease shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.

23. Entire Agreement. This lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part, unless such executory

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CITY ATTORNEY
FAYETTEVILLE, N. C.

agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

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

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

CITY OF FAYETTEVILLE

By: _____
John P. Smith, City Manager

ATTEST:

_____
Bobbie A. Joyner, City Clerk

COUNTY OF CUMBERLAND

By: _____
Cliff Strassenburg, County Manager

ATTEST:

_____
Marsha Fogle, County Clerk

0031

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for said County and State, do hereby certify that BOBBIE A. JOYNER personally appeared before me this day and acknowledged that she is the CITY CLERK for the CITY OF FAYETTEVILLE, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the CITY OF FAYETTEVILLE, the foregoing instrument was signed in its name by its CITY MANAGER, JOHN P. SMITH, sealed with its corporate seal and attested by BOBBIE A. JOYNER as its CITY CLERK.

WITNESS my hand and Notarial Seal this the _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for said County and State, do hereby certify that _____ _____ personally appeared before me this day and acknowledged that he/she is the _____ for COUNTY OF CUMBERLAND, and that by authority duly given and as the act of COUNTY OF CUMBERLAND, the foregoing instrument was signed in its name by its _____, sealed with its corporate seal and attested by _____ as its _____.

WITNESS my hand and Notarial Seal this the _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

CITY MANAGER FAYETTEVILLE, NC 28301-5537 433 HAY STREET

February 26, 1992

MEMORANDUM

TO: The Mayor and Members of City Council

FROM: John P. Smith, City Manager JPS

SUBJECT: Annexation of The Greens, Section 1, Part 1

I have met with Mr. Broadwell since your last meeting and have a much clearer understanding of the dilemma over this one street.

In the past Mr. Broadwell has been very cooperative by developing subdivisions adjacent to the City to City standards and petitioning for annexation. Mr. Broadwell has always reviewed plans with the City prior to constructing streets and storm drainage in areas adjacent to the City. We were all puzzled when on this occasion he did not follow his normal procedure. After meeting with him, I now understand.

The last time Mr. Broadwell had a subdivision to annex, he followed all of the City procedures. The annexation was delayed by the City for various reasons not related in any way to development standards. The streets were constructed to City standards several months before the effective date of the annexation. Because of a technical difference between state and City standards, DOT would not certify the streets. The City Engineer could not certify the streets because they were not yet in the City. Mr. Broadwell could not sell any lots. I was unaware of that situation. Mr. Broadwell thought that the delay in annexation was a City policy that would apply again in this current situation, so he built the street to DOT standards. He did not know we could annex the property immediately. My office and the current City Engineer were unaware of his previous problem. He is now in a time crunch because of contractual obligations with builders. To reconfigure the street with concrete curb would delay him beyond his contractual obligations.

The difference between DOT and City standards are that DOT requires more base than the City, while the City requires more pavement than DOT, and the City requires concrete curb. Mr. Broadwell has already met DOT standards regarding

the base and has agreed to add an inch of asphalt to meet the City paving standard. However, he feels it is too late to redesign the street for concrete curb, but instead plans to install asphalt curb.

This has been an honest misunderstanding between Mr. Broadwell and the City which was the result of a very complex set of circumstances. I cannot assess blame to either party.

The other complicating factor is that shortly the City Council will be deciding on a new set of street standards. In order to resolve the current situation, I recommend the following options:

1. The City annex the street and make an exception to the current standard of concrete curb; or,

2. The City delay annexation pending the outcome of your review of street standards.

I favor option one.

JPS/kbld

THE GREENS
SECTION 1, PART 1

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

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

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall Council Chambers at 7 o'clock, p.m., on the 18th day of February, 1992, after due notice by publication on the 7th day of February, 1992; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G.S. 160A-31, as amended;

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

Section 1. By virtue of the authority granted by G.S. 160A-31, as amended, the following described territory, is hereby annexed and made part of the City of Fayetteville as of the 29th day of February, 1992.

> BEGINNING at an existing concrete monument, the northwest corner of Lot 31 of The Greens, as recorded in Plat Book 55, Page 68, at the Cumberland County Registry; said point being in the City Limit Line, as established by Annexation No. 257, dated April 5, 1983; running thence from said City Limit Line North 16 degrees 58 minutes West 364.82 feet to a point; thence North 28 degrees 33 minutes West 330.65 feet to a point; thence North 22 degrees 30 minutes West 200.50 feet to a point in the southern line of the Bill Estate; thence with said southern line South 78 degrees 06 minutes East 45.03 feet to an existing concrete monument; thence continuing with said line North 53 degrees 47 minutes East 263.09 feet to an existing concrete monument; thence South 28 degrees 58 minutes East 1,032.00 feet to a concrete monument in the City Limit Line, as established by the aforementioned annexation; thence with said City Limit Line South 82 degrees 57 minutes West 420.49 feet to the point and place of BEGINNING . . . containing 7.31 acres, more or less.

Section 2. Upon and after the 29th day of February, 1992, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Fayetteville and shall be entitled to the same privileges and benefits as other parts of the City of Fayetteville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

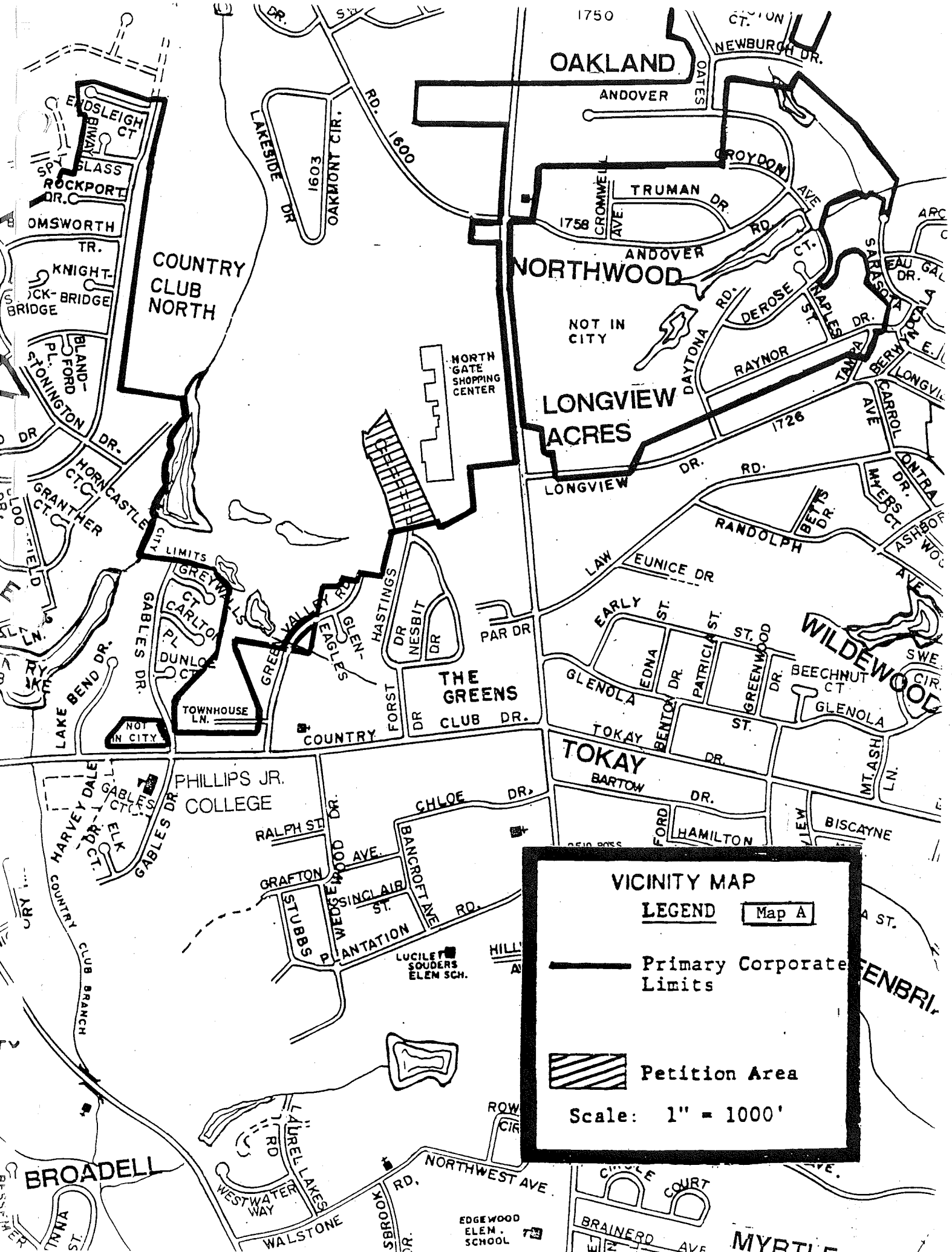
Section 3. The Mayor of the City of Fayetteville shall cause to be recorded in the Office of the Register of Deeds of Cumberland County, and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. The Mayor of the City of Fayetteville shall also cause such map and ordinance to be filed with the County Board of Elections of Cumberland County.

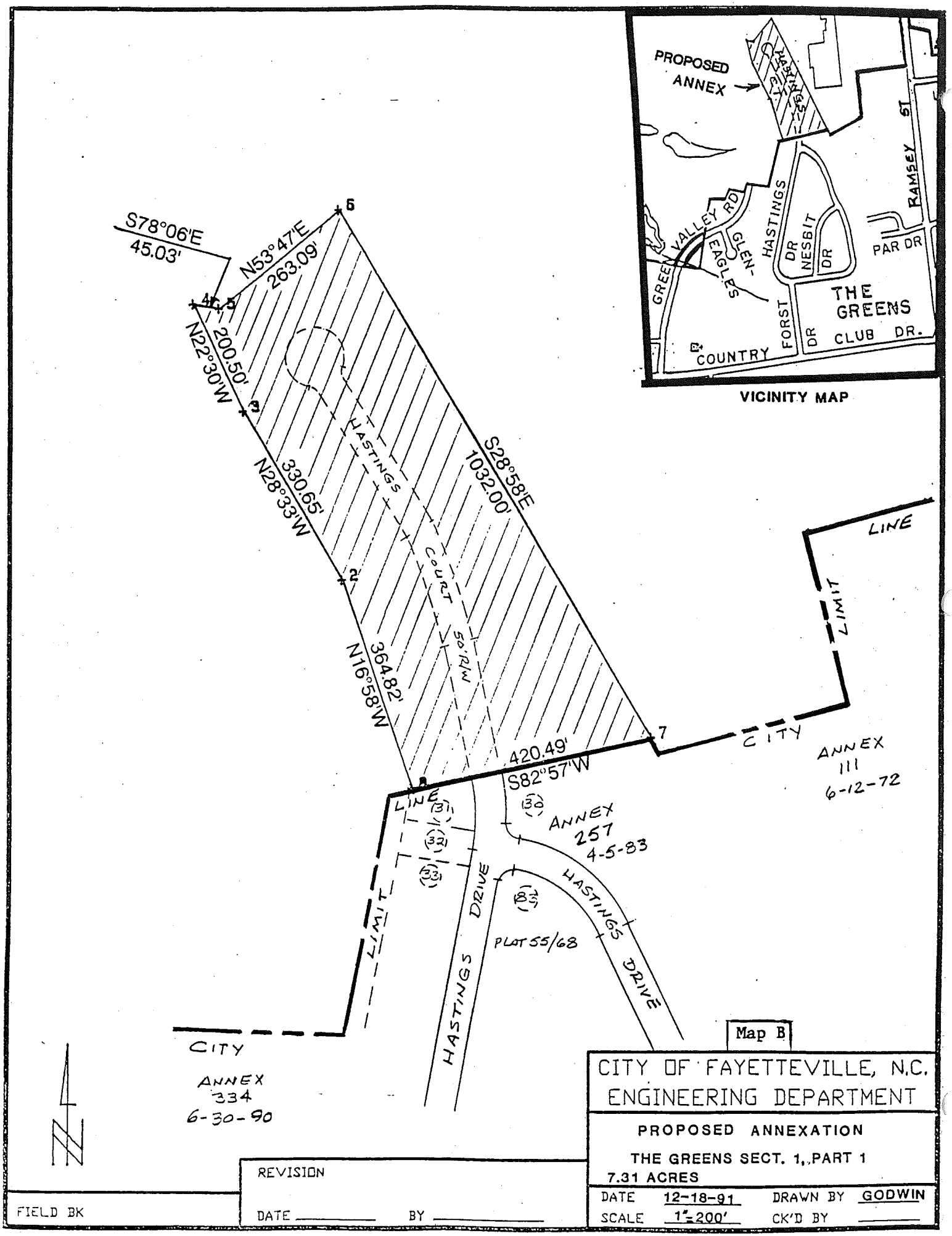
Adopted this 18th day of February, 1992.

J. L. Dawkins, Mayor

ATTEST:

Bobbie A. Joyner, City Clerk


VICINITY MAP
LEGEND
Map A
Primary Corporate Limits
Petition Area
Scale: 1" = 1000'
OAKLAND
NORTHWOOD
LONGVIEW ACRES
COUNTRY CLUB NORTH
NOT IN CITY
NORTH GATE SHOPPING CENTER
THE GREENS
WILDEWOOD
TOKAY
PHILLIPS JR. COLLEGE
BROADELL
MYRTLE
TRUMAN DR.
CROYDON AVE
ANDOVER RD.
NEWBURGH DR.
LAKESIDE DR
OAKMONT CIR.
RD. 1600
1603
1758
1726
1750
DEROSE ST.
RAYNOR
LONGVIEW DR.
RANDOLPH
EUNICE DR
EARLY ST.
GREENWOOD ST.
BEECHNUT CT
GLENOLA
TOKAY
BARTOW DR.
HAMILTON
BISCAYNE
CHLOE DR.
RALPH ST.
GRAFTON
SINCLAIR ST.
STUBBS PLANTATION
LUCILE SOUDERS ELEM SCH.
EDGEWOOD ELEM. SCHOOL
NORTHWEST AVE
WESTWATER WAY
WALSTONE
BRAINERD AVE
CIRCLE COURT
COUNTRY CLUB BRANCH
HARVEY DALE
GABLES DR.
LAKE BEND DR.
TOWNHOUSE LN.
NOT IN CITY
CITY LIMITS
GREYWALLS
GREEN VALLEY RD.
GLEN-EAGLES
HASTINGS
NESBIT DR
PAR DR
FORST DR
COUNTRY CLUB DR.
MORNCASTLE CT.
GRANTHER CT.
BLANDFORD PL.
STONINGTON DR.
KNIGHT-BRIDGE
ROCKPORT DR.
GLASS
ENDSLEIGH CT
BIRMINGHAM
SARASOTA
NAPLES DR.
TAMPA
BERWICK
CARROL AVE
MYERS CT
BETTS DR.
ASHBOURNE
MT. ASH LN.
EDNA DR.
PATRICIA ST.
BENTON DR.
CARLTON PL
DUNLOE CT
ELK CT.
GABLES CT.
DAYTONA
CROMWELL AVE
LAUREL LAKES RD
ROWE CIR


PROPOSED ANNEX
RAMSEY ST
HASTINGS
DR
NESBIT
DR
PAR DR
GREEN VALLEY RD
GLEN-EAGLES
THE GREENS
FORST DR
CLUB DR.
COUNTRY
VICINITY MAP
S78°06'E
45.03'
N53°47'E
263.09'
N22°30'W
200.50'
N28°33'W
330.65'
N16°58'W
364.82'
S28°58'E
1032.00'
S82°57'W
420.49'
HASTINGS COURT
50' R/W
LINE
LIMIT
CITY
ANNEX 111 6-12-72
ANNEX 257 4-5-83
HASTINGS DRIVE
PLAT 55/68
CITY
ANNEX 334 6-30-90
Map B
CITY OF FAYETTEVILLE, N.C.
ENGINEERING DEPARTMENT
PROPOSED ANNEXATION
THE GREENS SECT. 1, PART 1
7.31 ACRES
DATE 12-18-91
DRAWN BY GODWIN
SCALE 1"=200'
CK'D BY
REVISION
DATE
BY
FIELD BK

ITEM 3-A

PUBLIC HEARING
SPEAKERS

SUBJECT: ANNEXING THE GREENS, SEC 1, PT. 1

DATE: March 2, 1992

(Name)	PROPONENT (In Favor)	(Address)
1.	DON BROADWELL	110 LAMB ST.
2.		
3.		
4.		
5.		

	OPPONENT (Against)	
1.		
2.		
3.		
4.		
5.		

PUBLIC HEARING

CITIZEN INPUT

RE: _____

Date: _____

S P E A K E R S:

(Name) (Address)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

TRAFFIC SERVICES DEPARTMENT
339 ALEXANDER STREET
FAYETTEVILLE, NC 28301-5797
TEL. (919) 433-1660

SIGNS AND MARKINGS DIVISION 433-1795
SIGNALS DIVISION 433-1796
339 ALEXANDER STREET
FAYETTEVILLE, NC 28301-5797

February 26, 1992

MEMORANDUM

TO: John P. Smith, City Manager

FROM: Louis A. Chalmers, Jr., P.E.,
Director, Traffic Services Department LAC

REFERENCE: Petition for Speed Limit Reduction

We have received a petition signed by a majority of residents on the above referenced street for a 25 miles per hour speed zone.

If, following the public hearing, City Council should agree with the proposed speed reduction; adoption of the attached ordinance will establish a 25 miles per hour speed limit on Ruth Street in accordance with City Council Policy.

LAC/psc

Attachments
Petition
Ordinance
Map

cc: Roger L. Stancil, Assistant City Manager - Operations
William H. Melvin, Signs and Markings Supervisor

RUTH STREET SPEED LIMIT CHANGE PETITION

We, the undersigned, do hereby request that the Fayetteville City Council take action to reduce the speed limit on Ruth Street from 35 m.p.h. to 25 m.p.h. Ruth Street is used to cut through from Morganton Road to Raeford Road. As people go to and come home from work, they use Ruth Street at very high rates of speed. We are concerned that a child or other pedestrian will be hit or a serious automobile accident will be caused.

NAME	ADDRESS	
Jean Moore	112 Ruth St.	486-8021
Denise Herring	116 Ruth Street	484-263[illegible]
[illegible]	141 Ruth Street	
[illegible]	140 Ruth Street	485-4020
[illegible]	139 Ruth Street	485-483[illegible]
Kathryn Irvinsky	134 Ruth ST	484-2288
Theodore F Pelletier	130 Ruth ST.	323-9141
Stuford Barry Crooke	133 RUTH ST.	
H. Lee Monk	131 Ruth St.	484-9798
Shana Stroud	126 Ruth St. ~~483-5410~~	483-6854
Raymond D Hill	122 RUTH ST	
Linda F Hill	122 RUTH ST	
[illegible]	115 Ruth St	483-3547
Meredith Garrett	115 Ruth St	
Suzy Gardner	109 Ruth St.	
[illegible]	110 1/2 RUTH ST	
Laura W Gorza	110 1/2 Ruth St	484-8243
[illegible]	114 Ruth St.	486-7941
Brenda McFadyen	111 Ruth St.	486-0702
John D. McFadyen	111 Ruth St	
[illegible] Moore	112 Ruth St.	
Thomas P. Sulak	133 Ruth St	484-1052

AN ORDINANCE AMENDING CHAPTER 20, MOTOR VEHICLES AND TRAFFIC OF THE CITY OF FAYETTEVILLE CODE OF ORDINANCES

BE IT ORDAINED by the City Council of the City of Fayetteville, North Carolina that Chapter 20, "Motor Vehicles and Traffic", is hereby amended to read as follows:

Sec. 20-106. Traffic Schedule Number 8 - Speed Control.

There is hereby added to said schedule the following:

25 Miles Per Hour Speed Limit

Ruth Street: From Rush Road to Morganton Road

This ordinance shall be in full force and effective March 13, 1992.

ADOPTED this the 2nd day of March, 1992.

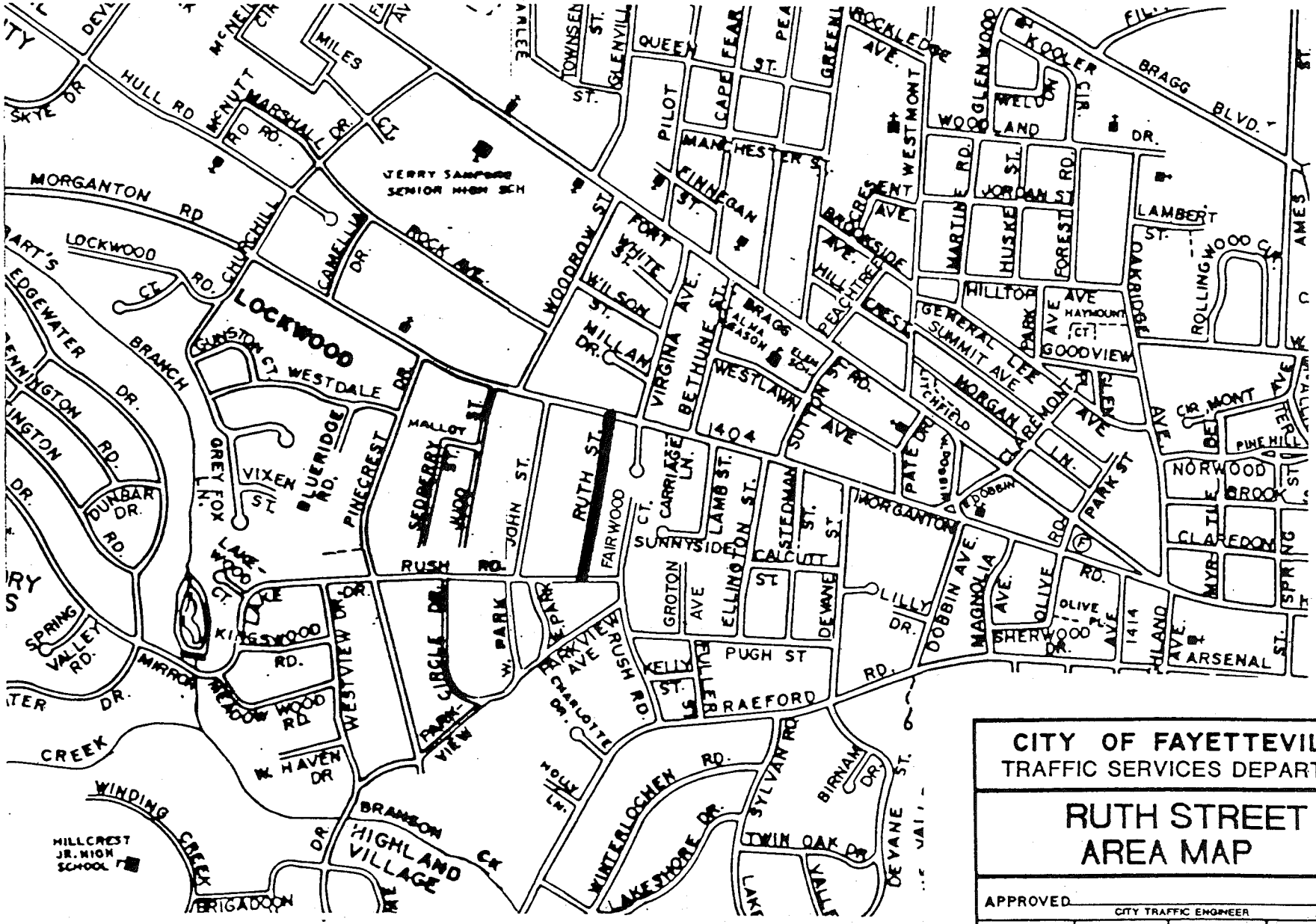
CITY OF FAYETTEVILLE

BY: _____
J.L. Dawkins, Mayor

ATTEST:

_____
Bobbie A. Joyner, City Clerk

REVISION	DATE	BY



CITY OF FAYETTEVILLE
TRAFFIC SERVICES DEPARTMENT

RUTH STREET AREA MAP

APPROVED _____
CITY TRAFFIC ENGINEER

DESIGNED BY	DRAWN BY RSJ		FIELD BOOK NO. PG.
SCALE 1" = 1000'	DATE 2-13-92		SHEET OF

DUNCAN-PARNELL, INC., CHARLOTTE 1989 704-372-7786

ITEM 3 - B

PUBLIC HEARING SPEAKERS

SUBJECT: REDUCE SPEED - RUTH ST.

DATE: March 2, 1992

(Name)	PROPONENT (In Favor)	(Address)
1.	STEVEN MOORE	112 RUTH ST.
2.		
3.		
4.		
5.		

	OPPONENT (Against)	
1.		
2.		
3.		
4.		
5.		

PUBLIC HEARING

CITIZEN INPUT

RE: _____

Date: _____

S P E A K E R S:

(Name) (Address)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

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THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

CITY ATTORNEY
P.O. BOX 1513
FAYETTEVILLE, NC 28302-1513

ROOM 211, CITY HALL
433 HAY STREET
(919) 433-1985
FAX # (919) 433-1980

February 4, 1992

Mr. Charles J. Murray
Special Deputy Attorney General
Post Office Box 629
Raleigh, North Carolina 27602-0629

Re: Your Letter of January 28, 1992; Special Assessments

Dear Mr. Murray:

On January 28, 1992, you sent to me an opinion as to whether or not the City Council had the authority to set aside a special assessment based upon the facts that I submitted to you in a letter dated January 9, 1992 (copy attached). The focus of my inquiry at that time was the authority of the City Council pursuant to GS 160A-231. GS 160A-228, in the second sentence, recites, "then or thereafter, the council shall annul, modify, or confirm the assessments, in whole or in part, . . .". Assuming the same set of facts as submitted to you in my letter of January 9, 1992, I would request your opinion as to whether or not the previously stated provisions of GS 160A-228 give the City Council authority to set aside the assessment?

In discussing this matter with you previously, you requested that I give you my opinion as part of this request. I would be of the opinion that GS 160A-228 prescribes the authority of the City Council at the time it takes its action based upon the public hearing. Once the assessment roll is confirmed, "the assessment shall be a lien on the property assessed of the same nature and to the same extent as the lien for county and city property taxes." Thereafter, GS 160A-231 is the only authority to set aside the assessment other than GS 105-381.

With best regards, I remain

Robert C. Cogswell, Jr.
City Attorney

RCC/jkp
Attachment
cc: Herb Thorp

ITEM 4

LACY H. THORNBURG
ATTORNEY GENERAL

State of North Carolina

Department of Justice
P.O. BOX 629
RALEIGH
27602-0629

February 10, 1992

Mr. Robert C. Cogswell
Fayetteville City Attorney
P. O. Box 1513
Fayetteville, N. C. 28302-1513

Dear Mr. Cogswell:

The following is submitted in response to your letter dated January 28, 1992 regarding N.C.G.S. § 160A-228. It is the opinion of this office that the cited statute only allows the cancelling, increasing or reducing of the paving assessments until the assessments are confirmed. Further, once the assessment is confirmed it becomes a lien on the property and the only relief available to the property owner is under the provisions of N.C.G.S. § 160A-231 or N.C.G.S. § 105-381.

With best personal regards

Sincerely,

LACY H. THORNBURG
ATTORNEY GENERAL

Charles J. Murray

Charles J. Murray
Special Deputy Attorney General

CJM/mr

Cool Spring Place 1788 Law Offices 1985

Thorp And Clarke
Attorneys at Law
119 N. Cool Spring Street
Fayetteville, North Carolina 28302

Post Office Box 670
Telephone:
Main Office: (919) 323-4111
Real Estate Mobile: 391-0916
Telefax: (919) 483-1247

Herbert H. Thorp
F. Stuart Clarke

February 13, 1992

Mr. Robert C. Cogswell, Jr.
City Attorney
The City of Fayetteville
Post Office Box 1513
Fayetteville, North Carolina 28302-1513

Re: Southland Drive

Dear Bob:

Thank you for a copy of the Attorney General's opinion.

Is there any provision under the General Statute or the City Code where the City in its discretion under these unusual circumstances can in your opinion or in the opinion of the Attorney General reconsider this action?

If you have an answer to this question, I would appreciate your prompt response.

Sincerely yours,

THORP AND CLARKE

Herbert H. Thorp

HHT:vkl

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

CITY ATTORNEY
P.O. BOX 1513
FAYETTEVILLE, NC 28302-1513

ROOM 211, CITY HALL
433 HAY STREET
(919) 433-1985
FAX # (919) 433-1980

February 25, 1992

Mr. Herbert H. Thorp
Attorney at Law
Post Office Box 670
Fayetteville, North Carolina 28302

Re: Southland Drive

Dear Herb:

In response to the question posed in your letter of February 13, 1992, I am not aware of any general statute or city code provision. This will be on the March 2, 1992, agenda.

If you have any further questions, please do not hesitate to contact me.

With best regards, I remain

Bob

Robert C. Cogswell, Jr.
City Attorney

RCC/jkp

0010.5

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

CITY ATTORNEY
P.O. BOX 1513
FAYETTEVILLE, NC 28302-1513

ROOM 211, CITY HALL
433 HAY STREET
(919) 433-1985
FAX # (919) 433-1980

January 9, 1992

Mr. Charles J. Murray
Deputy Attorney General
Post Office Box 629
Raleigh, North Carolina 27602-0629

Re: Request for an Opinion; Special Assessments; Payment Under Protest

Dear Mr. Murray:

In March of 1987 the City of Fayetteville sent notices to abutting property owners of a public hearing to take place pursuant to GS 160A-224, to consider the paving of a street. Upon receipt of this letter, Property Owner A wrote to the City that he did not own any land on the street. Property Owner B owned a 1 foot strip between Property Owner A and the street right-of-way. Property Owner B did not receive any notice of the public hearing. At the public hearing the City approved the preliminary resolution pursuant to GS 160A-225. On the day of the public hearing, Property Owner B deeded to the City the 1 foot strip, thus making Property Owner A an abutting owner. However, the deed was not recorded until two days after the public hearing. Property Owner A was never notified by the City of the fact that this deed was in existence and had been recorded. In 1989, after the paving project was complete, notices were sent to the abutting property owners of the public hearing to consider confirmation of the assessment roll, pursuant to GS 160A-227. Property Owner A was one of the abutting owners notified. Due to two continuances of the public hearing, all abutting property owners to include Property Owner A were notified of a second public hearing. Neither of the notices to Property Owner A in 1989 advised him of the deed from Property Owner B. All notices for both public hearings in 1987 and 1989 complied with the statute and the proceedings conducted by the City Council complied with the statute. Property Owner A did not appear at any public hearing. At the time of the confirmation of the assessment roll in 1989, pursuant to GS 160A-232, payment by annual installment was approved. Recently, Property Owner A paid two annual installments under protest, and requested relief upon

the basis that he received no benefit from the paving because he had several years ago recorded a covenant against access on the property to prohibit access from his property to the street that was paved. Property Owner A has requested that the City Council make a reassessment pursuant to GS 160A-231.

Based upon the foregoing facts, I would request your opinion as to whether or not there was any irregularity, omission, error, or lack of jurisdiction that would constitute authority for the City Council to make a reassessment pursuant to GS 160A-231.

If the answer to the foregoing is in the affirmative, I would request your opinion on another issue. GS 160A-228 makes an assessment a lien to the same extent as a lien for county and city property taxes after it is confirmed. Since Property Owner A made two payments under protest, I would assume that the provisions of GS 105-380 and GS 105-381 are invoked. If the City Council has the authority to make a reassessment, and it is determined that no benefit accrued to Property Owner A and therefore no assessment should be levied, does the City Council then have the authority to refund the two annual installments paid under protest, in light of GS 105-394?

If you should have any further questions, please do not hesitate to contact me. This matter has been scheduled for Council consideration on February 2, 1992, and your response prior to that time would be greatly appreciated.

Sincerely yours,

Robert C. Cogswell, Jr.
City Attorney

RCC/jkp

LACY H. THORNBURG
ATTORNEY GENERAL

State of North Carolina

Department of Justice
P.O. BOX 629
RALEIGH
27602-0629

January 28, 1992

Mr. Robert C. Cogswell
Fayetteville City Attorney
P. O. Box 1513
Fayetteville, N. C. 27602-0629

Dear Mr. Cogswell:

The following is submitted in response to your letter dated January 9, 1992 regarding a special assessment under the provisions of Article 10 of Chapter 160A. For purposes of this response I have assumed two facts not expressly set out in your letter. The first fact is that the sole basis for the determination of the amount of the assessment was the amount of frontage on the street to be paved under the provisions of N.C.G.S. 160A-218(1) and the second fact is that the failure to notify Property Owner A of the deed from Property Owner B to the City did not involve any fraud or intentional effort to mislead Property Owner A.

It is the opinion of this office that there has been no "irregularity, omission, error or lack of jurisdiction" to support the City Council's setting aside of the assessment. The only fact that is even unusual in the situation described in your letter is that Property Owner A received notice of the first public hearing when he was technically not entitled to such notice. In regard to all subsequent procedures Property Owner A received all appropriate notices and all statutory requirements were met. From the statement of the facts set out in your letter, two years elapsed between the time that Property Owner A received the notice of the public hearing in 1987 and the subsequent notice in 1989. Given the nature of the property owned by Property Owner B, i.e. a one foot strip, Property Owner A could hardly rely on an assumption that Property Owner B would not transfer that property. In any event, the recording of the deed from Property Owner B to the City very clearly gave Property Owner A record notice that he was now an abutting property owner, and if in fact he had no actual knowledge of his status it was because of an unreasonable reliance on an unwarranted and false assumption that Property Owner B continued to own the one foot strip.

The presumption in favor of regularity afforded the assessment of liens for the paving of streets also supports a conclusion that a reassessment under N.C.G.S. § 160A-231 is not appropriate.

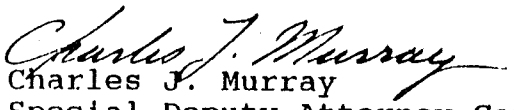
> Furthermore, there is a presumption in favor of the regularity of a proceeding under which public improvements, authorized by the General Assembly, have been made. Gallimore v. Thomasville, 191 N. C., 648, 132 S.E., 657, and the assessment roll is prima face evidence of a valid assessment and of the regularity and correctness of all prior proceedings. Anderson v. Albemarle, 182
> N. C., 434, 109 S.E., 262; McQuillen, Mun. Corp., sec. 2117. In the absence of any showing to the contrary assessments are presumed valid and he who attacks their validity had the burden of establishing the contrary. Justice v. Asheville, 161 N. C., 62, 76 S.E., 822 Anderson v. Albemarle, supra.

Asheboro v. Miller, 220 N. C. 298, 301, 17 S.E.2d 105 (1941).

Because the answer to the first question is in the negative I will not respond to the second issue in your letter regarding N.C.G.S. §§ 105-380, 105-381 and 105-394.

Sincerely,

LACY H. THORNBURG
ATTORNEY GENERAL



Charles J. Murray
Special Deputy Attorney General

CJM/mr

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

CITY ATTORNEY
P.O. BOX 1513
FAYETTEVILLE, NC 28302-1513

ROOM 211, CITY HALL
433 HAY STREET
(919) 433-1985
FAX # (919) 433-1980

January 29, 1992

MEMORANDUM

TO: The Mayor and Members of the City Council

FROM: Robert C. Cogswell, Jr.
City Attorney

SUBJECT: Protest of Assessment; J. P. Riddle; Southland Drive

The following is a summary of the history of this case (an asterisk denotes a document that was in your January 6 agenda packet):

1. March 24, 1987 - Notices of public hearing to consider the paving of Southland Drive sent to all affected property owners; notice was sent to J. P. Riddle, Post Office Box 53646, Fayetteville, North Carolina 28305;

2. March 31, 1987 - Letter* from J. P. Riddle indicating that he did not own any property on any streets in College Lakes;

3. April 6, 1987 - Public hearing on preliminary resolution to approve the paving of Southland Drive; deed* executed from Paul Thompson Development Corporation to the City of Fayetteville for a 1 foot strip abutting right-of-way on Southland Drive adjacent to Mr. Riddle's property;

4. April 8, 1987 - Deed* from Paul Thompson Development Corporation to the City of Fayetteville recorded;

5. May 12, 1989 - City Council adopts resolution setting public hearing for June 5, 1989, to confirm assessment roll and the final costs for the paving of Southland Drive, along with six other assessment public hearings;

6. May 22, 1989 - Notices sent to all affected property owners (39) on Southland Drive for the June 5, 1989, hearing; notice sent to J. P. Riddle, Post Office Box 53646, Fayetteville, North Carolina 28305;

7. June 5, 1989 - Public hearing on Southland Drive continued to July 17, 1989, due to the fact that some property owners at the public hearing stated they were not benefitted by the improvement;

8. July 12, 1989 - Notices sent to all affected property owners including Mr. Riddle indicating that the City would not be in a position to respond to the property owners claiming no benefit at the scheduled July 17, 1989, hearing and that the recommendation was going to be made that the hearing would be postponed until August 7, 1989;

9. July 17, 1989 - Public hearing continued to August 7, 1989;

10. August 7, 1989 - Public hearing resumed on Southland Drive and the assessment roll was confirmed, with five lots having the assessment reduced.

The procedure for setting the public hearings and mailing the notices was followed in each and every case above. The statutes require that the person designated to mail the notices shall file with the Council a certificate showing they were mailed by first-class mail on what date, and further recites that "such a certificate shall be conclusive as to compliance with the mailing provisions of this section in the absence of fraud" (NCGS 160A-227). The original certificates are in a file in my office. One letter was returned, but it was not Mr. Riddle's. As you can see, there were actually two notices sent in 1989 regarding the public hearing to confirm the assessment roll.

When the public hearing was held in April of 1987, the title work to determine the owners for that hearing was done by the Engineering Department. After the paving was completed in 1989, the list of the property owners from the 1987 public hearing was given to my office, with Mr. Riddle shown as the owner of the property in question and no mention was made of the deed from Mr. Thompson. My office searched the records of the property owners from that time forward up to May when the notices were sent out. I was unaware of the deed from Mr. Thompson to the City for the 1 foot strip until this year when Mr. Riddle, through his attorney, challenged the assessment.

Based upon the foregoing, I requested an opinion from the Attorney General. My request dated January 9, 1992, and the response of the Attorney General dated January 28, 1992, are attached.

The address shown on the assessment roll for J. P. Riddle is his business mailing address. This is where all notices were sent. After the assessment roll was confirmed, and the ledger cards were prepared in the Finance Department, one number was dropped off the post office box address for Mr. Riddle. However, from the point in time the assessment roll was confirmed, there was no further legal requirement to send any notices to property owners. We do this to make them aware of the 30 percent discount one more time to keep them from missing it. Because of this, it is possible that Mr. Riddle did not receive the follow-up letter advising him of the 30 percent discount. I did not discover this particular error in the assessment card address until I began writing Mr. Riddle in an effort to collect the assessment and got no response. However, this is not the type of legal defect in the proceedings that would authorize you to set aside the entire assessment. This very issue occurred several years ago right after I became City Attorney. At that time I obtained an opinion from the Attorney General that ruled the City Council could not relieve the assessment.

The reason this was placed upon your agenda was that Mr. Riddle, through his attorney, paid two years annual installments of the assessment under protest. Under the statute, once the assessment roll is confirmed, they are "a lien on the property assessed of the same nature and to the same extent as the lien for county and city property taxes, . . .". Thus, the provisions of GS 105-381 are invoked by payment of the assessment under protest. This statute gives you the authority to release the tax if it's (1) imposed through clerical error, (2) an illegal tax, or (3) a tax levied for any illegal purpose. Any tax released in violation of this provision may be recovered from any member or members of the governing body who voted for the release, refund, or compromise by civil action instituted by any resident of the taxing unit (GS 105-380). It is this particular provision in the statute that has caused me to be very strict in my recommendations to you concerning the release of any tax. In considering Mr. Riddle's request from the standpoint of a payment of a tax under protest, I cannot find where any of the three conditions exist to release the tax and therefore could not recommend it to you.

Please notice that the Attorney General's opinion is based upon the fact that we did not mislead Mr. Riddle in any way. Had I been aware of the deed I would have notified Mr. Riddle at the time. However, the Attorney General did not seem to find fault with this failure to notify Mr. Riddle. Therefore, in light of the Attorney General's opinion, and the requirements of GS 105-381, the only other alternative that I can see for Mr. Riddle is to seek a declaratory judgement in the courts.

RCC/jkp
Attachment
cc: Herb Thorp

CASE NOTES

Editor's Note. — Redevelopment Comm'n v. Guilford County, 274 N.C. 585, 164 S.E.2d 476 (1968), cited below, was decided under former provisions similar to subsection (a) of this section.

A distinction between an erroneous tax and an illegal or invalid tax is recognized by this section and North Carolina case law. Redevelopment Comm'n v. Guilford County, 274 N.C. 585, 164 S.E.2d 476 (1968).

An illegal or invalid tax results when the taxing body seeks to impose a tax without authority, as in cases where it is asserted that the rate is unconstitutional, or that the subject is exempt from taxation. Redevelopment Comm'n v. Guilford County, 274 N.C. 585, 164 S.E.2d 476 (1968).

When Injunction Will Lie. — Injunction will lie when the tax or assessment is itself invalid or illegal. Redevelopment Comm'n v. Guilford County, 274 N.C. 585, 164 S.E.2d 476 (1968).

Quoted in Reeves Bros. v. Town of Rutherfordton, 282 N.C. 559, 194 S.E.2d 129 (1973).

Cited in Cedar Creek Enters., Inc. v. State Dep't of Motor Vehicles, 290 N.C. 450, 226 S.E.2d 336 (1976).

§ 105-380. No taxes to be released, refunded, or compromised.

(a) The governing body of a taxing unit is prohibited from releasing, refunding, or compromising all or any portion of the taxes levied against any property within its jurisdiction except as expressly provided in this Subchapter.

(b) Taxes that have been released, refunded, or compromised in violation of this section shall be deemed to be unpaid and shall be collectible by any means provided by this Subchapter, and the existence and priority of any tax lien on property shall not be affected by the unauthorized release, refund, or compromise of the tax liability.

(c) Any tax that has been released, refunded, or compromised in violation of this section may be recovered from any member or members of the governing body who voted for the release, refund, or compromise by civil action instituted by any resident of the taxing unit, and when collected, the recovered tax shall be paid to the treasurer of the taxing unit. The costs of bringing the action, including reasonable attorneys' fees, shall be allowed the plaintiff in the event the tax is recovered.

(d) The provisions of this section are not intended to restrict or abrogate the powers of a board of equalization and review or any agency exercising the powers of such a board. (1901, c. 558, s. 31; Rev., s. 2854; C.S., s. 7976; 1971, c. 806, s. 1; 1973, c. 564, s. 2.)

Local Modification. — Town of Stoneville: 1975, c. 336.

CASE NOTES

Duty of Commissioners to Rescind Order Releasing Tax. — It is not only competent, but the duty of county commissioners to rescind an order improvidently granted to release one from the assessment of a legal tax upon property. Lemly v. Commissioners of Forsyth, 85 N.C. 379 (1881) (decided under former similar provisions).

§ 105-381. Taxpayer's remedies.

(a) Statement of Defense. — Any taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property shall proceed as hereinafter provided.

(1) For the purpose of this subsection, a valid defense shall include the following:

a. A tax imposed through clerical error;

b. An illegal tax;

c. A tax levied for an illegal purpose.

(2) If a tax has not been paid, the taxpayer may make a demand for the release of the tax claim by submitting to the governing body of the taxing unit a written statement of his defense to payment or enforcment of the tax and a request for release of the tax at any time prior to payment of the tax.

(3) If a tax has been paid, the taxpayer, at any time within five years after said tax first became due or within six months from the date of payment of such tax, whichever is the later date, may make a demand for a refund of the tax paid by submitting to the governing body of the taxing unit a written statement of his defense and a request for refund thereof.

(b) Action of Governing Body. — Upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the taxing unit shall within 90 days after receipt of such request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct tax liability or notify the taxpayer in writing that no release or refund will be made. The governing body may, by resolution, delegate its authority to determine requests for a release or refund of tax of less than one hundred dollars ($100.00) to the finance officer, manager, or attorney of the taxing unit. A finance officer, manager, or attorney to whom this authority is delegated shall monthly report to the governing body the actions taken by him on requests for release or refund. All actions taken by the governing body or finance officer, manager, or attorney on requests for release or refund shall be recorded in the minutes of the governing body. If a release is granted or refund made, the tax collector shall be credited with the amount released or refunded in his annual settlement.

(c) Suit for Recovery of Property Taxes. —

(1) Request for Release before Payment. — If within 90 days after receiving a taxpayer's request for release of an unpaid tax claim under (a) above, the governing body of the taxing unit has failed to grant the release, has notified the taxpayer that no release will be granted, or has taken no action on the request, the taxpayer shall pay the tax. He may then within three years from the date of payment bring a civil action against the taxing unit for the amount claimed.

(2) Request for Refund. — If within 90 days after receiving a taxpayer's request for refund under (a) above, the governing body has failed to refund the full amount requested by the taxpayer, has notified the taxpayer that no refund will be made, or has taken no action on the request, the taxpayer may bring a civil action against the taxing unit for the amount claimed. Such action may be brought at any time within three years from the expiration of the period in which the governing body is required to act.

(d) Civil Actions. — Civil actions brought pursuant to subsection (c) above shall be brought in the appropriate division of the general court of justice of the county in which the taxing unit is located. If, upon the trial, it is determined that the tax or any part of it was illegal or levied for an illegal purpose, or excessive as the result of a clerical error, judgment shall be rendered therefor with interest thereon at six percent (6%) per annum, plus costs, and the judgment shall be collected as in other civil actions. (1901, c. 558, s. 30; Rev., s. 2855; C. S., s. 7979; 1971, c. 806, s. 1; 1973, c. 564, s. 3; 1977, c. 946, s. 2; 1985, c. 150, s. 1; 1987, c. 127.)

Tom Keith
121 S. Cool Spring Street
Fayetteville, NC 28301

February 19, 1991

City Council
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

Dear Council Members:

Please place my name on the Council agenda for the March 2, 1992 meeting to take place at 7:00 p.m. in the Council Chambers in City Hall so that I may address the issue of my Case, 110 Pond Street (0437-50-7931) which is to be presented on that same evening.

If you have any questions concerning this request please contact me at (919)323-3222 .

Sincerely,

Tom Keith

Tom J. Keith

ITEM 5

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762

INSPECTIONS DEPARTMENT
POST OFFICE BOX 1846
FAYETTEVILLE, NC 28302-1846

1ST FLOOR, CITY HALL
433 HAY STREET
(919) 433-1707/433-1714

TO: Mayor
City Manager
City Attorney
City Council Members

Under provisions of Chapter 16, titled Housing, Dwellings and Buildings of the Code of the City of Fayetteville, North Carolina, request 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, Article 3, Section 16-46 and Section 16-47, have been complied with by the Inspection Department.

Request the Council take action under the provisions of Section 16-48 and 16-49 of the Code.

Information pertaining to this docket is as follows:

a. Docket number: N/A

b. Location of property: 110 Pond Street

c. Name and address of owner: Mr. Thomas J. Keith
121 Cool Spring Street
Fayetteville, NC 28301

d. Date of inspection: June 18, 1991

e. Date of informal complaint: June 18, 1991

f. Date of formal complaint: August 5, 1991

g. Date of hearing: August 26, 1991

h. Finding and Facts of the scheduled hearing: Property was determined unfit. Owner was granted thirty (30) days to repair or demolish the structure.

i. Owner's response: Owners telephoned our office requesting additional time and was granted thirty (30) additional days.

j. The Housing Inspector dispatched a letter that was received by the owner with information that the docket would be presented to the City Council for necessary action on March 2, 1992.

This is the 11th day of February, 1992.

Housing Inspector

bes

INSP-202

INSPECTIONS DEPARTMENT
POST OFFICE BOX 1846
FAYETTEVILLE, NC 28302-1846

1ST FLOOR, CITY HALL
433 HAY STREET
(919) 433-1707/433-1714

August 5, 1991

Mr. Thomas J. Keith
121 Cool Spring Street
Fayetteville, NC 28301

LETTER OF CONDEMNATION

Re: 110 Pond Street (Old Wagon Wheel Club)
(0437-50-7931)

Dear Mr. Keith:

The property(s) in reference was determined unfit for human habitation. As in accordance with Chapter 16, of the City of Fayetteville's Code governing standards of buildings and dwellings, this property is condemned effective immediately due to the following violation(s):

1. Ceiling and ceiling joists need repair.
2. Interior and exterior walls need repair.
3. Interior and exterior doors and frame need repair.
4. Electrical wall outlets, ceiling light, switches and fuse box need repair.
5. Window panes need to be installed.
6. Window frames and window sashes need repair.
7. Roofing material, flashing and trim/fascia need repair.
8. Roof rafters and sheathing need repair.

Please be advised that the dwelling(s) must be vacated within 30 days from receipt of this letter and repairs or demolition commenced. A permit for either must be purchased from our office prior to work commencing. If the dwelling is to be repaired, a final inspection must be made by the Housing Inspector and approved prior to occupancy of the dwelling.

COND 110 Pond St (Old Wagon Wheel) (7931) W

.11 begin demolition

.perintendent in City

.e do not hesitate to

SENDER:
- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece next to the article number.

I also wish to receive the following services (for an extra fee):
1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
Mr. Thomas J. Keith
121 Cool Spring Street
Fayetteville, NC 28301

4a. Article Number
P 520 626 512

4b. Service Type
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery 8/8/91

5. Signature (Addressee)

6. Signature (Agent)

8. Addressee's Address (Only if requested and fee is paid)

'S Form 3811, October 1990 ★U.S. GPO: 1990—273-861 **DOMESTIC RETURN RECEIPT**

AN ORDINANCE OF THE CITY COUNCIL
OF
FAYETTEVILLE, NORTH CAROLINA

Requiring the City Buildings 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 16 of the Dwellings and Buildings Minimum Standards Code of the City, concerning certain real property described as follows:

110 Pond Street (0437-50-7931)

Being all of Lot number two (2) as designated on that certain plat registered in Book of Plats #12, at Page 22, in the Cumberland County Public Registry, Fayetteville, North Carolina, reference being here made to the said plat and the registration thereof for a more particular description of the afore said lot and said plat being incorporated herein by reference as though fully set forth. This lot lies South of and adjacent to Pond Street and West of and adjacent to Dick Street Extension.

The owners of and parties in interest in said property are:

Mr. Thomas J. Keith

(2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City having been followed, the Inspections Superintendent duly issued and served an order requiring the owners of said property to: repair or demolish the structure within thirty (30) days from receipt of notification.

(3) And said owners without lawful cause, failed or refused to comply with said order; and the Building Inspector is authorized by said Code, 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.

bel

(4) The City Council has held a full hearing upon this matter and has fully reviewed the entire record of said Inspections Superintendent thereon, and finds, that all findings of fact and all orders therein of said Inspections Superintendent are true and authorized except:

None

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 Superintendent as set forth fully above, except as modified in the following particulars:

This structure is to be demolished and all debris removed from the premises.

SECTION 2

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

Adopted this 10th day of February, 1992.

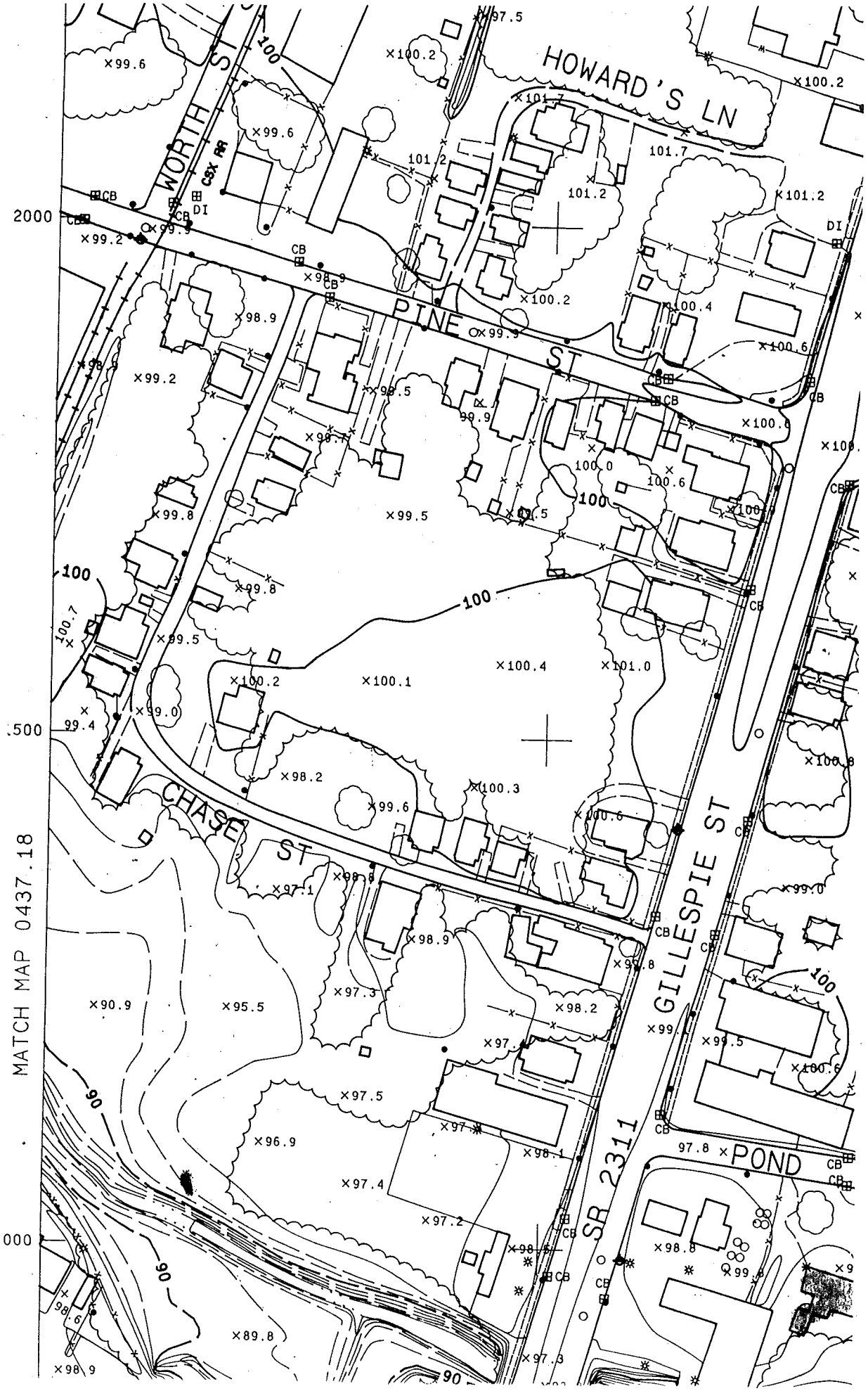
CITY OF FAYETTEVILLE

BY: _____
J. L. Dawkins, Mayor

ATTEST:

_____
Bobbie A. Joyner, City Clerk

bel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JAMBBAS
CONSTRUCTION COMPANY, INC.

438-B Robeson Street • Fayetteville, NC 28301

JAMES BASS
President

Telephone
(919) 484-2702 (O)
(919) 484-2798 (H)

February 26, 1992

John Smith
City of Fayetteville
City Managers Office
433 Hay Street
Fayetteville, N.C. 28301

Reference: Demolition Permit Fees

Dear Mr. Smith:

Pursuant to our February 20, 1992 telephone conversation, I would like to protest demotition permit fees by the City Inspection Department.

New construction permit fees are $3.50 per thousand, and demolition permit fees are $4.00 per hundred. Compared to new construction permit fees, demolition permit fees are 11.5 times higher rate, or 1150% higher.

With this letter I formerly request permission to appear at the March 2, 1992 City Council meeting to plead my case.

Thank you for your consideration.

Sincerely,

James Milton Bass, 11
President

JMB/aj

ITEM 6

JAMBBAS
CONSTRUCTION COMPANY, INC.

438-B Robeson Street • Fayetteville, NC 28301

JAMES BASS
President

Telephone
(919) 484-2702 (O)
(919) 484-2798 (H)

CITY COUNCIL MEMBERS:
Listed below are demolition permit fees for surrounding towns and cities.

Dunn	892-2086	$300.00 per job	Mike Blackburn
Benson	989-5060	$100.00 per job	Cathy Jones
Raleigh	890-3065	$ 31.00 per job	Audry Webster
Charlotte	336-3831	$ 30.00 per job	Debbie Pageant
Wilmington	341-7151	$ 34.00 per job	Sheryl Davis
Lumberton	671-3474	$25,000 and under $3.00 per thousand $26,000 to $50,000 2.00 per thousand $51,000 to $100,000 1.75 per thousand $100,000 and over 1.50 per thousand	William Stone

Sincerely,

J. Bass II

James Milton Bass, II
President

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

CITY MANAGER FAYETTEVILLE, NC 28301-5537 433 HAY STREET

FEBRUARY 26, 1992

MEMORANDUM

TO: The Mayor and Members of City Council

FROM: John P. Smith, City Manager

SUBJECT: Brinkley Street

The prospective buyer of two lots along a section of Brinkley Street which has never been opened has requested that the City accept the street, open it and maintain it. This section was plotted back in the 1940's.

Since the street has never been accepted and has never been used, I cannot recommend that the City accept it until such time as it is brought up to City standards.

JPS:ssm

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

ENGINEERING DEPARTMENT
433 HAY STREET

FAYETTEVILLE, NC 28301-5537
(919) 433-1656

February 25, 1992

MEMORANDUM

TO: Mr. John P. Smith, City Manager

THROUGH: Roger L. Stancil, Assistant City Manager

FROM: Agnes P. Bundy, Real Estate Specialist APB

SUBJECT: Request for City Acceptance of Brinkley Street from Thad Street (formerly Third Street) to Fourth Street

The section of Brinkley Street between Thad Street and Fourth Street was dedicated by Map 4, Fairview, recorded October 1944 in Plat Book 11, Page 10, Cumberland County Registry. This section of Brinkley Street has not been opened or accepted by the City for maintenance.

On February 18, 1992, we received a request from Mr. Emanuel Jackson who is interested in purchasing Lots 7 and 8 for the purpose of constructing a dwelling. We also recently received two (2) requests by telephone to open subject section of the street.

Mr. Eugene Adams, Street Maintenance Division, has estimated it will take 5-10 working days to clear this portion of the street.

Attached is a resolution for Council's consideration to accept subject portion of Brinkley Street.

APB/mak

Enclosures: Letter dated 2/17/92 from Mr. Emanuel Jackson
Resolution
Map

cc: Michael L. Walker, P.E., Acting City Engineer

519 Marion Court
Fayetteville, NC 28301
February 17, 1992

Mayor J.L. Dawkins and
Members of City Council
c/o Engineering Department
433 Hay Street
Fayetteville, NC 28301

Dear Members:

This letter serves as an official request to have placed on the agenda for the February 24, 1992 meeting of the City Council the partition to extend Brinkley Street in the city of Fayetteville, NC. This request is being made so that access to Lot Nos. 7 and 8 on map 4 of Fairview can be made for the erection and use of a residential structure.

Your attention to this request is appreciated.

Yours truly,

Emanuel Jackson

Emanuel Jackson

RESOLUTION BY THE
FAYETTEVILLE CITY COUNCIL
FOR THE ACCEPTANCE
OF
BRINKLEY STREET FOR MAINTENANCE

WHEREAS, the section of Brinkley Street between Thad Street (formerly Third Street) and Fourth Street was dedicated by Map 4, Fairview, recorded October 1944 in Plat Book 11, Page 10, Cumberland County Registry;

AND WHEREAS, Brinkley Street from Thad Street (formerly Third Street) to Fourth Street, as shown on the aforementioned plat, has never been accepted by the City of Fayetteville.

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

The portion of Brinkley Street from Thad Street (formerly Third Street) to Fourth Street is hereby accepted for maintenance by the City of Fayetteville.

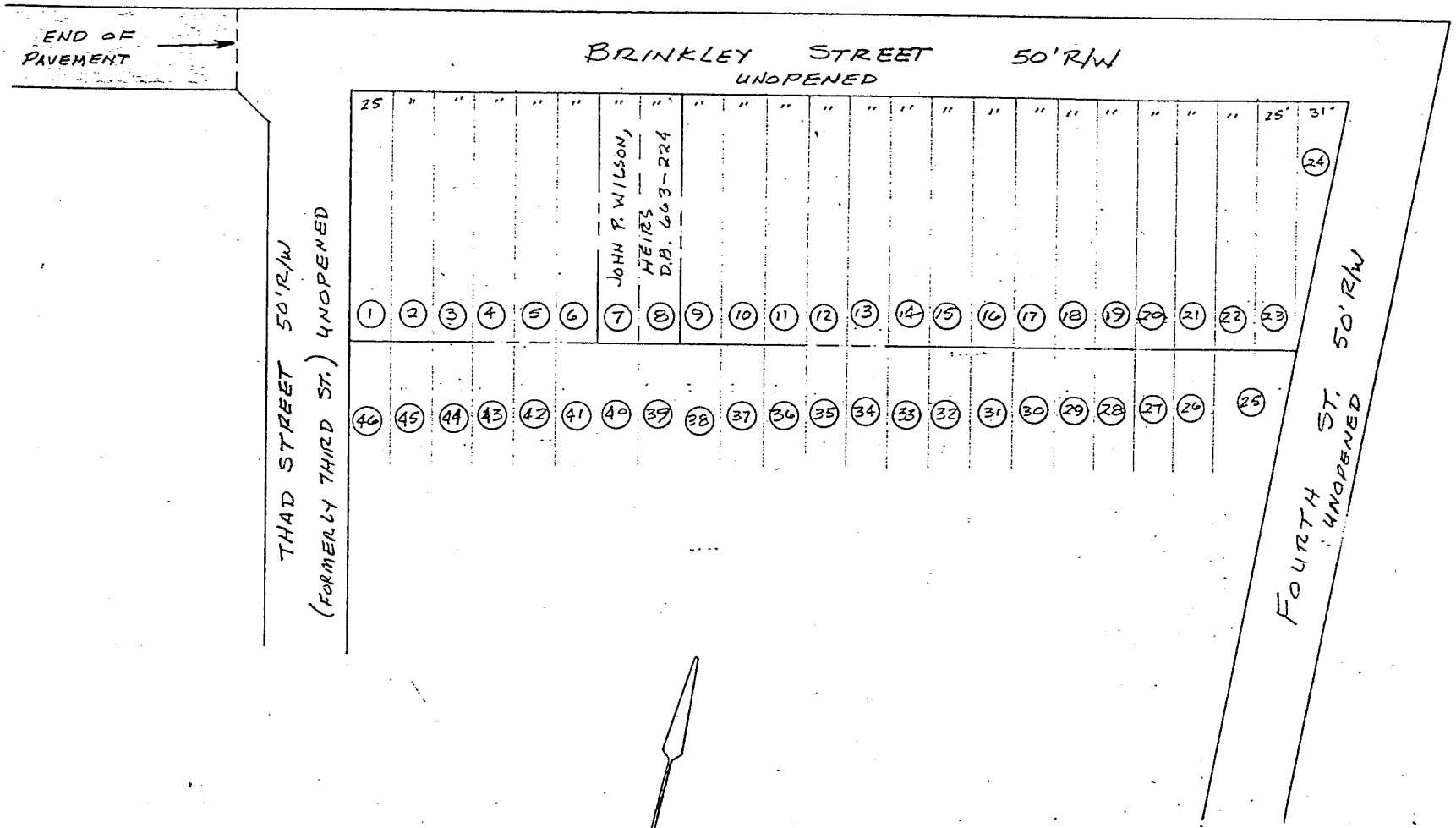
ADOPTED this 2nd day of March, 1992, by the City Council of the City of Fayetteville, North Carolina.

CITY OF FAYETTEVILLE

BY:_____
J. L. Dawkins, Mayor

ATTEST:

_____
Bobbie A. Joyner, City Clerk



REF: PLAT 11/10

FIELD BK:

REVISION
DATE

CITY OF FAYETTEVILLE
ENGINEERING DEPARTMENT

BRINKLEY STREET
UNOPENED

FROM: THAD ST. TO: FOURTH ST.

DATE 2-12-92 DRAWN BY GODWIN
SCALE 1"=100' CK'D BY

NORTH CAROLINA

EDGECOMBE COUNTY

E911 AGREEMENT

This Agreement made and entered into the _____ day of February, 1992, by and between the City of Fayetteville (Customer) and Carolina Telephone and Telegraph Company, a North Carolina Corporation with offices in Edgecombe County, North Carolina (Company) to implement Enhanced 911 Emergency Telephone Service (E911 Service) in the City of Fayetteville. The parties hereto understand and agree that the Company is to proceed with the implementation of E911 Service for Customer as follows:

SECTION I
TARIFF PROVISIONS

Customer understands that E911 services and facilities are provided subject to and controlled by the provisions of Company's lawfully filed tariffs, including any changes or amendments thereto as may be made from time to time. In the event of any conflicts between the provisions of this Agreement and the provisions of the tariffs, the provisions of the tariffs shall govern. If at sometime in the future E911 service ceases to be tariffed, the terms, conditions, and charges contained in the last such tariff shall be incorporated in an addendum to this Agreement. A copy of the Company tariff for E911 service in effect on the date hereinabove set forth is attached hereto as Exhibit A.

SECTION II
E911 SERVICE CHARGES

Charges are determined as set forth in Exhibit B which contains a statement of the charges forecast at the time of the execution of this Agreement. Actual charges will be determined by the tariffs in effect for the services actually provided.

ITEM 8

SECTION III
DESCRIPTION OF SERVICE

E911 Service will provide facilities within the network between local central offices and the Public Safety Answering Points (PSAPs). The preliminary list of exchanges to be served and PSAPs is contained in Exhibit C.

Customer will provide and staff at least one PSAP on a 24-hour, seven (7) days per week basis. Customer will subscribe to local exchange service at each PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls. Furthermore, Customer will subscribe to or provide telephone equipment with sufficient capacity to handle the number of incoming E911 calls to be received at each PSAP. Customer accepts responsibility for dispatching or having others dispatch police, fire, ambulance, or other emergency services as required to the extent such services are reasonably available. Customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to the PSAP by calling parties. Customer will also develop an appropriate method for handling 911 calls that originate from telephones outside the geographic area served by Customer's E911 Service.

SECTION IV
BILLING PROCEDURES

Billing will begin at the time the service is operational and turned over to the Customer. The billing procedures shall be as set forth in the Company's applicable tariffs.

SECTION V
PROVISION OF SERVICE

Selection of the appropriate service for Customer will be made by the parties based upon North Carolina Utilities

Commission rules, regulations, and directives, an analysis of needs at each public safety location, and on the availability of facilities in each area. A service date will be established as set forth in Exhibit D.

SECTION VI
GEOGRAPHIC AREA DESCRIPTION

Customer shall furnish Company with a correct and current description of the specific geographic areas covered by each PSAP. This description shall be by street names, street types, directionals, street addresses and number ranges (where applicable), or in such other manner as may be mutually acceptable to the parties.

The description of each geographic area and the ongoing maintenance of such information shall be the sole responsibility of Customer. Customer agrees to furnish to the Company in a timely manner any updated geographical information. It is understood that the time required by the Company to update the database with data provided by Customer will depend on the nature and extent of such changes. The Company will require a reasonable interval of time in which to input into the database new street additions and annexations.

Customer further understands that in order to properly identify calls it will be necessary for Customer to provide unique street addresses (including house numbers) for each specific real estate parcel throughout the area to be served.

SECTION VII
E911 SERVICE FEATURES

The features of the E911 Service to be provided to Customer shall be in conformity with the terms and conditions of Company's applicable tariffs. Those features selected by Customer are identified in Exhibit B hereto.

SECTION VIII
SPECIAL REQUIREMENTS

The parties agree to be bound by all applicable laws and governmental rules and regulations including, but not limited to, tariffs, rules, regulations, and orders made, issued, or approved by the North Carolina Utilities Commission. Customer accepts as its obligation the payment of any taxes which may be due hereunder.

SECTION IX
ACCESS TO USER FACILITIES

Company shall be provided access to the premises where equipment and facilities are located for purposes of providing E911 Service. This access, to be provided at any reasonable time, shall be for the purpose of installation, inspection, testing, repairing or removing equipment and facilities provided by the Company and used in providing E911 Service.

SECTION X
UNAUTHORIZED USE OF SERVICE PROHIBITED

It is understood and agreed that all information provided by Company to Customer including, but not limited to, automatic number identification (ANI) and automatic location identification (ALI) information is confidential and proprietary and is to remain at all times the Company's property. Such information is to be used solely for the purpose of responding to emergency calls made to Customer and Customer will not realize any financial profit from the use of such information. Divulging any information provided by Company to Customer to any individual, agency (police or otherwise), organization, or any other party or parties for any purpose other than responding to an emergency call to Customer's PSAP(s) may, at Company's option, result in immediate termination of this Agreement and the immediate return by Customer of all Company information including any copies

thereof. Customer will limit the personnel with access to information provided by Company to Customer to those with a need to know. All such personnel will be instructed by Customer in the importance of maintaining the confidentiality of all information provided hereunder.

SECTION XI
E911 SERVICE IMPLEMENTATION

The major tasks that must be accomplished to implement the E911 Service are set forth in Exhibit D.

SECTION XII
LIABILITY AND INDEMNITY

Company's liability to Customer or any other person or entity for services or information provided pursuant to this Agreement shall be limited as set forth in Chapter 62A of the North Carolina General Statutes and as otherwise limited by statute and by the Company's duly filed tariffs. In the event these tariffs cease to be in effect, any liability and indemnification provisions of the said statutes and tariffs shall survive and remain applicable to this service. Customer acknowledges that any information being provided pursuant to this Agreement was developed by Company for use in its business and for the convenience of its customers and was not developed for the purpose of providing responses to emergency situations. Therefore, the information has not been subjected to additional scrutiny or tests for accuracy or completeness of the information contained therein, and <u>COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE COMPLETENESS OR ACCURACY OF THE DATA OR SERVICES BEING PROVIDED OR THE FITNESS OF THE DATA OR SERVICES FOR CUSTOMER'S INTENDED PURPOSE.</u>

Customer acknowledges and agrees that the information provided by the Company pursuant to this Agreement can never be entirely up-to-date, complete, or accurate. Customer further

acknowledges and agrees that some of the addresses provided hereunder may be Post Office box mailing addresses or other addresses not useful for the dispatch of emergency services. In the event that the information provided to Customer is in any respect unsatisfactory, Customer's sole recourse shall be to have replacement information provided by the Company.

Customer agrees to release, indemnify, defend, and hold harmless Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any entity, party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by Customer, a Company subscriber, a citizen or resident of Customer, or otherwise, which may arise out of this Agreement or the provision of information or services or facilities hereunder. Customer further agrees to release, indemnify, and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons caused or claimed to have been caused, directly or indirectly, by the provision of information, services, or facilities pursuant to the terms of this Agreement or the use of Customer's E911 Service or any services, facilities, or information provided pursuant to the terms of this Agreement, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by a party or parties accessing Customer's E911 Service. The provisions of this Section XII shall survive the termination of this Agreement without regard to the reason therefore.

Customer agrees that any general liability insurance policy presently maintained or subsequently purchased by Customer will cover claims against the Customer which arise out of this Agreement or the provision of services, information, or facilities hereunder. Customer further agrees to provide Company with a certificate of any such insurance upon request.

SECTION XIII
CANCELLATION

Customer understands that if this Agreement or any subsequent request by such party for services, facilities, or information, or request for additions, rearrangements, relocations, or modifications of service or facilities is cancelled or terminated in whole or in part for any reason prior to completion of the work involved, Customer shall reimburse Company for all expenses incurred before notice of cancellation is received. Such charges, however, shall not exceed all charges which would apply if the work involved in complying with a request for services, facilities, or information had been completed.

SECTION XIV
STATUS OF PARTIES AND NOTICE

The parties hereto agree that each is an independent contractor and not the agent of the other. For purposes of receiving any notice required or made under the terms of this Agreement, each party has designated the following persons as their representatives:

Customer: Fayetteville Communications Director
717 McGilvary St.
Fayetteville, N.C. 28302

Company: Product Manager (E911)
Carolina Telephone and Telegraph Company
122 East St. James Street
Tarboro, N. C. 27886

SECTION XV
TERM

This Agreement shall be for a term of twenty-four (24) months beginning on the date first hereinabove set forth and shall be extended thereafter until cancelled by either party upon

the giving of not less than ninety (90) days written notice of termination.

SECTION XVI
ENTIRE AGREEMENT

The parties hereto agree that the terms of this written Agreement and all Exhibits hereto, together with all other applicable Company tariffs, whether attached hereto or not, constitute the full and complete agreement of the parties hereto on the subject matter hereof and that there have been no other agreements reached between the parties hereto, verbally or in writing, pertaining to the subject matter hereof. The parties further agree that any changes to this Agreement shall be without effect unless made in writing and executed by proper representatives of each of the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement the month and date first hereinabove set forth as authorized by their respective Boards of Directors or Commissioners.

ATTEST:

_____

City Clerk

City of Fayetteville

By: _____

Title: Mayor-City of Fayetteville

Date: _____

ATTEST:

By: _____

Title: _____

Carolina Telephone and Telegraph Company:

By: _____

Title: _____

Date: _____

EXHIBIT A

TO

CAROLINA TELEPHONE AND TELEGRAPH COMPANY

E911 AGREEMENT WITH

THE CITY OF FAYETTEVILLE

CAROLINA TELEPHONE AND TELEGRAPH COMPANY
GENERAL SUBSCRIBER SERVICES TARIFF SECTION 24.3
ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

24.3 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE-E911 (T)

24.3.1 General (T)

(a) Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 or E911, is a telephone exchange communications service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. (T)

(b) The "911" emergency number is not intended to replace the telephone service of the various public safety agencies which may participate in the use of this number. Normal exchange lines will be required for incoming telephone calls, other than emergency service "911" calls, and for all outgoing telephone calls from the Public Safety Answering Point. (T)

(c) Enhanced 911 Service is offered subject to availability of facilities. (T)

(d) The E911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one (1) or more municipalities or other state or local government units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling. (T)

(e) At the request of any county, municipality or other authorized government unit subscribing to E911 Service the Company will spread the payment of the applicable nonrecurring charges for the initial provision or subsequent addition of E911 in equal installments over a period not to exceed 18 months. This payment option applies for the E911 service features contained in Section 24.3.5(b), (c) and (e) of this Tariff. A nine percent (9%) interest charge is applicable. (T) (N) (N)

24 EMERGENCY REPORTING SERVICES

24.3 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE-E911 (Cont'd)

24.3.1 General (Cont'd)

(f) For customers choosing to construct their own Automatic Location Identification (ALI) database the Company will provide upon request an initial download of E911 data. The Company will also provide daily service order activity updates. (N) | (N)

24 EMERGENCY REPORTING SERVICES

24.3 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE-E911 (Cont'd) (C)

24.3.2 RULES AND REGULATIONS (T)

(a) This service is limited to the use of central office telephone number 911 as the universal emergency telephone number. Only one (1) E911 service will be provided within any government agency's locality. (T)

(b) Application for E911 Service must be executed in writing by the customer (a municipality, a local government authority or their duly appointed agent). If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one (1) local law enforcement agency must be included among the participating agencies in any E911 offering. (T)

(c) The customer must furnish the Company, in writing, with its agreement to the following terms and conditions: (T)

(1) That at least one (1) PSAP will be provided and staffed on a 24-hour, seven (7) days per week basis. (T)

(2) That the customer accepts responsibility for dispatching, or having others dispatch police, fire, ambulance or other emergency services as required, to the extent as such services are reasonably available. (T)

(3) That the customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to the PSAP by calling parties. (T)

(d) The service is furnished to the customer only for the purpose of receiving reports of emergencies by the public. (T)

(e) E911 Service is classified as Business Exchange Service and is arranged for 1-way incoming service to the appropriate PSAP. (T)

(f) E911 Service is provided solely for the benefit of the customer operating the PSAP. The provision of E911 Service by the Company shall not be interpreted, constructed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer. (T)

(g) The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises. (T)

(h) Temporary suspension of service is not provided for any part of the E911 Service. (T)

(i) E911 information consisting of the name, address, and telephone number of telephone customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. Information will be provided only for the purpose of responding to emergency calls. (T) (C)

24. EMERGENCY REPORTING SERVICES

24.3 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE-E911 (Cont'd) (C)

24.3.2 RULES AND REGULATIONS (Cont'd) (T)

(j) The 911 calling party forfeits the privacy afforded by nonlisted and nonpublished service to the extent that the telephone number, address, and name associated with the originating station location are furnished to the PSAP. (T)

(k) Company serving boundaries and political subdivisions boundaries may not coincide. If a central office serves telephones located both within and outside the customer's public safety jurisdiction, it is the obligation of the customer to make arrangements to handle all 911 calls that originate from telephones served by these central offices. This will include the responsibility to handle 911 calls delivered to the customer due to ANI defaults and failures. (T)

(l) The rates charged for E911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgement of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly. (T)

(m) The Company's entire liability to any person for interruption or failure of E911 Service shall be limited to the terms set forth in this section and other sections of this Tariff. (T)

(n) The Company's liability to any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof, whether caused by the negligence of the Company or otherwise, shall not exceed the pro rata charge for the service affected during the period of time that the service was fully or partially inoperative. (T)

(o) Each customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others arising out of the service herein provided. (T) (C)

(p) The customer also agrees to release, indemnify, and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, conditions, occasion or use of E911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing E911 Service hereunder, and which arise out of the negligence or other wrongful act of the Company, the customer, its user, agencies or muncipalities, or the employees or agents of any one of them. (T)

24. EMERGENCY REPORTING SERVICES

24.3 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE-E911 (Cont'd) (C)

24.3.2 RULES AND REGULATIONS (Cont'd) (T)

(q) When the Selective Routing feature is provided, the customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service in the E911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Company. The customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the E911 serving area. These ESN's will be carried in the Data Management System (DMS) to permit routing of 911 calls to the primary and secondary PSAPs responsible for handling of calls from each telephone in the E911 serving area. The following terms define the customer's responsibility in providing this information: (T)

(1) Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished by the customer to the Company by a mutually agreed upon date prior to the effective date of service. (T)

(2) After establishment of service, it is the customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 911 calls to the proper PSAP. (T)

(3) The Company will provide to the customer on request a complete written copy of the master address file to permit customer to verify accuracy of the police, fire, and ambulance PSAP routing designations. (T)

(4) Changes, deletions and additions which the customer desires to have made in the master address file should be submitted on an "as occurred" basis. (T)

(5) The Company will furnish a written copy to the customer for verification showing each change, deletion and addition to the master address file. (T)

(r) Where a 911 call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 911 call, the quality of the call or any features that may otherwise be provided with E911 Service. (T)

(s) When the E911 Database Information feature is provided the following statements and agreements apply. (N)

(1) The initial download will normally be provided on a computer readable magnetic tape. The daily service order activity updates will normally be provided over a dial-up arrangement at a predetermined time. Any changes to these standard delivery methods will be handled on a case by case basis. (N)

24. EMERGENCY REPORTING SERVICES

24.3 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE-E911 (Cont'd) (N)

24.3.2 RULES AND REGULATIONS (Cont'd)

(s) When the E911 Database Information feature is provided (Cont'd)

(2) The information will be provided in a format determined by the Company. Any requests for changes to or deletions from this standard format will be handled on a case by case basis.

(3) Information provided by the Company remains the property of the Company. This information may not be used for any purpose other than responding to emergency 911 calls.

(4) When another Local Exchange Company serving as a secondary provider does not agree to accept rates provided in this Tariff the rates charged the customer for that company's access lines will be the rates quoted to the Company by the secondary Local Exchange Company.

(5) When the company is the primary provider of E911 service in cooperation with one or more Local Exchange Companies the Company will agree, upon request by the customer, to work to coordinate and facilitate agreements for the provision of this feature between the customer and other Local Exchange Companies serving access lines within the customer's E911 jurisdiction.

(t) Both the E911 Database Information and the Automatic Location Identification (ALI) features are based on information developed by the Company for use in its business and not for the purpose of responding to emergency situations. Therefore the Company makes no warranty as to the completeness or accuracy of the data provided. (N)

24. EMERGENCY REPORTING SERVICES

24.3 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE-E911 (Cont'd) (C)

24.3.3 DEFINITION OF TERMS (T)

(a) Alternate Routing (AR) (T)

A feature provided to allow 911 calls to be routed to a designated alternate location if, (1) all E911 exchange lines to the primary PSAP (see definition below) are busy, or (2) the primary PSAP closes down for a period (night service). This is a standard feature of E911 Service.

(b) Automatic Location Identification (ALI) (T)

A feature by which the name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Telephones associated with a calling party's telephone number but which are physically located elsewhere (off premises extensions, secondary locations, etc.) will also be identified with the same address associated with the calling party's telephone number at the primary location.

(c) Automatic Number Identification (ANI) (T)

A feature by which the calling party's ANI telephone number is forwarded to the PSAP's Display and Transfer Units.

(d) Data Management System (DMS) (T)

A system of manual procedures and computer programs used to create, store and update the data required to provide the Selective Routing (SR) and ALI features.

(e) Default Routing (DR) (T)

A feature activated when an incoming 911 call cannot be selectively routed due to an ANI failure, garbled digits, or other causes. Such incoming calls are routed to a default PSAP. Each incoming E911 facility group is assigned to a designated default PSAP. This is a standard feature of E911 Service. No ANI or ALI data is provided when a call is sent to Default Routing.

(f) End Office (T)

The central office(s) in the E911 System which receive originating 911 calls.

24. EMERGENCY REPORTING SERVICES

24.3 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE-E911 (Cont'd) (C)

24.3.3 DEFINITION OF TERMS (Cont'd) (T)

(g) Enhanced 911 Service Area (T)

The geographic area in which the customer will respond to all 911 calls and dispatch appropriate emergency assistance.

(h) Fixed Transfer (T)

A feature which enables a PSAP attendant to transfer incoming 911 calls to secondary PSAPs by use of a single button on the Display and Transfer Unit.

(i) Forced Disconnect (T)

A function of the E911 central office trunk circuit which enables the PSAP attendant to release a connection even though the calling party has not hung up. This feature prevents the jamming of the E911 exchange lines and is a standard feature of E911 Service.

(j) Idle Tone Application (T)

A feature which allows the PSAP attendant to distinguish between calls that have been abandoned before they are answered and calls where the calling party is unable to speak for some reason. If the caller abandoned the line before the PSAP attendant answered, a distinct tone is heard by the attendant. If the caller is still on the line but unable to speak, no tone will be heard. This is a standard feature of E911 Service.

(k) Manual Transfer (T)

A feature that enables the PSAP attendant to transfer an incoming call by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit Speed Calling Code. Manual Transfer is associated with the E911 trunk unit and is a standard feature of E911 Service.

(l) Public Safety Answering Point (PSAP) (T)

An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only. PSAPs are public service agencies such as police, fire, or emergency medical or a common bureau serving a group of such entities.

24. EMERGENCY REPORTING SERVICES

24.3 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE-E911 (Cont'd) (C)

24.3.3 DEFINITION OF TERMS (Cont'd) (T)

(m) Selective Routing (SR) (T)

A feature that routes a 911 call from a central office to the designated primary PSAP based upon the identified number of the calling party.

(n) Selective Transfer (T)

A feature providing persons at the PSAP the ability to transfer an incoming call to another agency by depressing a single button labeled with the type of agency, e.g., "Fire", on the Display and Transfer Unit.

(o) E911 Database Information (N)

Information extracted from the Company's customer record information to enable a customer to create an ALI database that will reside on the customer premises. The E911 Database Information provided by the Company will contain, but may not be limited to the following: name, telephone number, service address, action code, confidentiality code, class of service and tax district code. (N)

24.3.4 SERVICE FEATURES (T)

(a) E911 Service is available in four (4) service feature offerings:

(1) Automatic Number Identification

(2) Automatic Number Identification and Selective Routing

(3) Automatic Number Identification and Automatic Location Identification

(4) Automatic Number Identification, Automatic Location Identification, and Selective Routing (T)

24. EMERGENCY REPORTING SERVICES

24.3 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE-E911 (Cont'd) (C)

24.3.4 SERVICE FEATURES (Cont'd) (T)

(b) The following standard features are included with each of the service offerings:

(1) Forced Disconnect

(2) Idle Tone Application

(3) Default Routing

(4) Alternate Routing (Night Service)

(5) Speed Calling (T)

(c) The provision of E911 Database Information is available in two parts: (N)

(1) Initial download of Customer Record Information

(2) Daily update of Service Order Activity (N)

24.3.5 RATES AND CHARGES (T)

(a) Messages

(1) The calling party is not charged for calls placed to the 911 number.

(2) Charges for applicable local and/or toll messages transferred over exchange facilities from a PSAP are billed to that PSAP as covered in other sections of this Tariff based on rates applicable from the Central Office serving the PSAP initiating the transfer to the point of termination of the transfer. (T)

(3) Each customer's nonrecurring charge is calculated at the time E911 Service is established. (T)

(4) Each customer's monthly charge is based on the nearest 1,000 local access lines that have access to the customer's E911 service. The total billed amount is subject to annual adjustment at the end of each calendar year to reflect changes in the number of access lines served. (C) (C)

(5) The following rates will be charged for access lines within the Company's serving jurisdiction and for access lines within the serving jurisdiction of another Local Exchange Company when that company agrees to accept rates provided in this Tariff. (T) (T)

(6) When the Company is the primary provider of E911 service in cooperation with one or more Local Exchange Companies the Company agrees to bill the customer on behalf of all the Local Exchange Companies involved. (N) (N)

24. EMERGENCY REPORTING SERVICES

24.3 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE-E911 (Cont'd) (C)

24.3.5 RATES AND CHARGES (Cont'd) (T)

(b) Service Features (T)

	Nonrecurring Charge	Monthly Rate	
(1) Automatic Number Identification, per 1,000 Access Lines*	$ 1,800.00	$ 58.00	(T)
(2) Combined ANI and Selective Routing, per 1,000 Access Lines*	3,300.00	168.00	
(3) Combined ANI and ALI, per 1,000 Access Lines*	3,550.00	176.00	
(4) Combined ANI, ALI and Selective Routing, per 1,000 Access Lines*	3,550.00	230.00	(T)
(c) Database Preparation and Maintenance			(T)
(1) This feature is for application only with access lines served by other local exchange companies in jurisdictions where the Company is the provider of the E911 Service.			(T)
(2) Per 1,000 Access Lines*	$1,982.00	$ 69.00	(T)
(d) Additional E911 Trunk Terminating at PSAP			(T)
(1) Additional E911 Line, Each	$ 41.40	$ 86.55	(T)
(e) E911 Database Information			(N)
(1) Initial Download, each request per 1,000 Access Lines*	$113.30		
(2) Daily Updates, per 1,000 Access Lines		$ 26.00	(N)

*The number of access lines is based on the nearest 1,000 lines at the time the service is installed. (T)

(D)
(D)

EXHIBIT B

TO

CAROLINA TELEPHONE AND TELEGRAPH COMPANY

E911 AGREEMENT WITH

CITY OF FAYETTEVILLE

E911 PRICING FORECAST FOR SERVICES RENDERED BY CAROLINA TELEPHONE AND TELEGRAPH COMPANY (CT&T)

Quantity	Item	Installation	monthly
N/A	Access Lines per 1000 for Automatic Number Identification (ANI)	N/A	N/A
N/A	Access Lines per 1000 with ANI and Automatic Location identification (ALI)	N/A	N/A
N/A	Access Lines per 1000 with ANI and Selective Routing	N/A	N/A
38	Access Lines per 1000 with ANI, ALI, and Selective Routing	$134,900	$8,740
N/A	Access lines per 1000 for Connecting Company Database	N/A	N/A
N/A	Additional E911 Trunk(s) Terminating at PSAP	N/A	N/A
N/A	Initial Download of E911 database information per request (CT&T only)	N/A	N/A
N/A	Daily updates of E911 database information (CT&T only)	N/A	N/A

Note: It is projected that there will be 38,134 access lines. The actual number of access lines in service at the time of cutover will determine the actual cost for E911 service for the balance of the first calendar year. The actual number of access lines in service on January 1 of each subsequent year will determine the actual cost of E911 service for each such year. All rates set forth in this exhibit are subject to the approval of the North Carolina Utilities Commission, and any tariffs approved by the North Carolina Utilities Commission shall control in the event they contradict the terms of this agreement.

EXHIBIT C

TO

CAROLINA TELEPHONE AND TELEGRAPH COMPANY

E911 AGREEMENT WITH

CITY OF FAYETTEVILLE

EXCHANGES TO BE SERVED AND PSAP LOCATIONS

EXCHANGES TO BE SERVED: Fayetteville Exchange including parts of the following wire centers: McGilvary Street, Morganton Road, Raleigh Road and Lafayette.

PRIMARY PSAP LOCATION:

PSAP A: City of Fayetteville

SECONDARY PSAP LOCATION:

PSAP B:

SECONDARY PSAP LOCATION:

PSAP C:

SECONDARY PSAP LOCATION:

PSAP D:

EXHIBIT D

TO

CAROLINA TELEPHONE AND TELEGRAPH COMPANY

PROJECTED E911 SERVICE TIMELINE

Task	Scheduled Start Day	Scheduled Finish Day
Sign Agreement	1	1
Company Provide Customer Initial Street Index Guide (Sig) Printout	1	10
Customer Develop Initial Master Street Address Guide (MSAG) and Provide to Company	70	110
Customer Provide Emergency Service Number (ESN) Maps to Company	100	140
Customer Correct Errors from MSAG/ ALI Comparison and Return to Company	150	330
Customer Name and Number Streets and Assign ESN's	Customer Option	210
Customer Verifies Final MSAG and Signs Off	455	485
Customer Continue MSAG/ALI Error Comparison and Correction	180	485
Customer Complete Notification of New Addresses to Residents	125	330
PSAP Equipment Installation	Customer Option	495
PSAP Training	Customer Option	620
Begin Call Through Data Base Testing	620	710
Cutover	720	720

All dates set forth in this Exhibit D are measured from the date of the Agreement which is Day 1. The above timeline reflects only major tasks required for the implementation of the E911 Service. The schedule is based on a twenty-four (24) month implementation interval from the date of the Agreement.

Following execution of the Agreement, a detailed timeline will be issued reflecting the actual start date of the project and the tasks associated with the implementation of the E911 Service. Also identified on the timeline will be: responsible party, scheduled start dates, scheduled completion dates, completion dates, and status updates. The timeline will be utilized as a tool to monitor the progress of the project and as the basis for adjusting the cutover date if required.

Customer understands and agrees that establishment of E911 Service is a complex process and that the above timeline is projected only. Failure to complete provision of the service within the above time frame shall not constitute default of this Agreement by Company.

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

CITY MANAGER FAYETTEVILLE, NC 28301-5537 433 HAY STREET

February 25, 1992

MEMORANDUM

TO: Roger L. Stancil, Assistant City Manager for Operations

FROM: David M. Nash, Annexation Studies Coordinator DMN

SUBJECT: Agenda Item - Annexation Petition - Skibo Square

On February 5, 1992, the City received an annexation petition requesting the annexation of property to be developed as a new commercial area to be known as Skibo Square. A new K-MART and Lowe's will be built on the site.

The property is located on the eastern side of Skibo Road (U.S. 401 Bypass) between Campground Road and the Colonial Storage Center. (See Map A - Vicinity Map.) The property is contiguous to the City. The owners of the property have submitted the petition, pursuant to the Public Works Commission's contiguous area - utility extension policy.

The petition was presented to City Council on February 18, 1992. The City Council adopted a resolution directing that the sufficiency of the petition be checked. The staff of the City Engineering Department is now in the process of checking the sufficiency. It is expected that this work will be completed by March 2. Assuming that the petition will turn out to be sufficient, the next step will be for the City Council to fix a date for a public hearing.

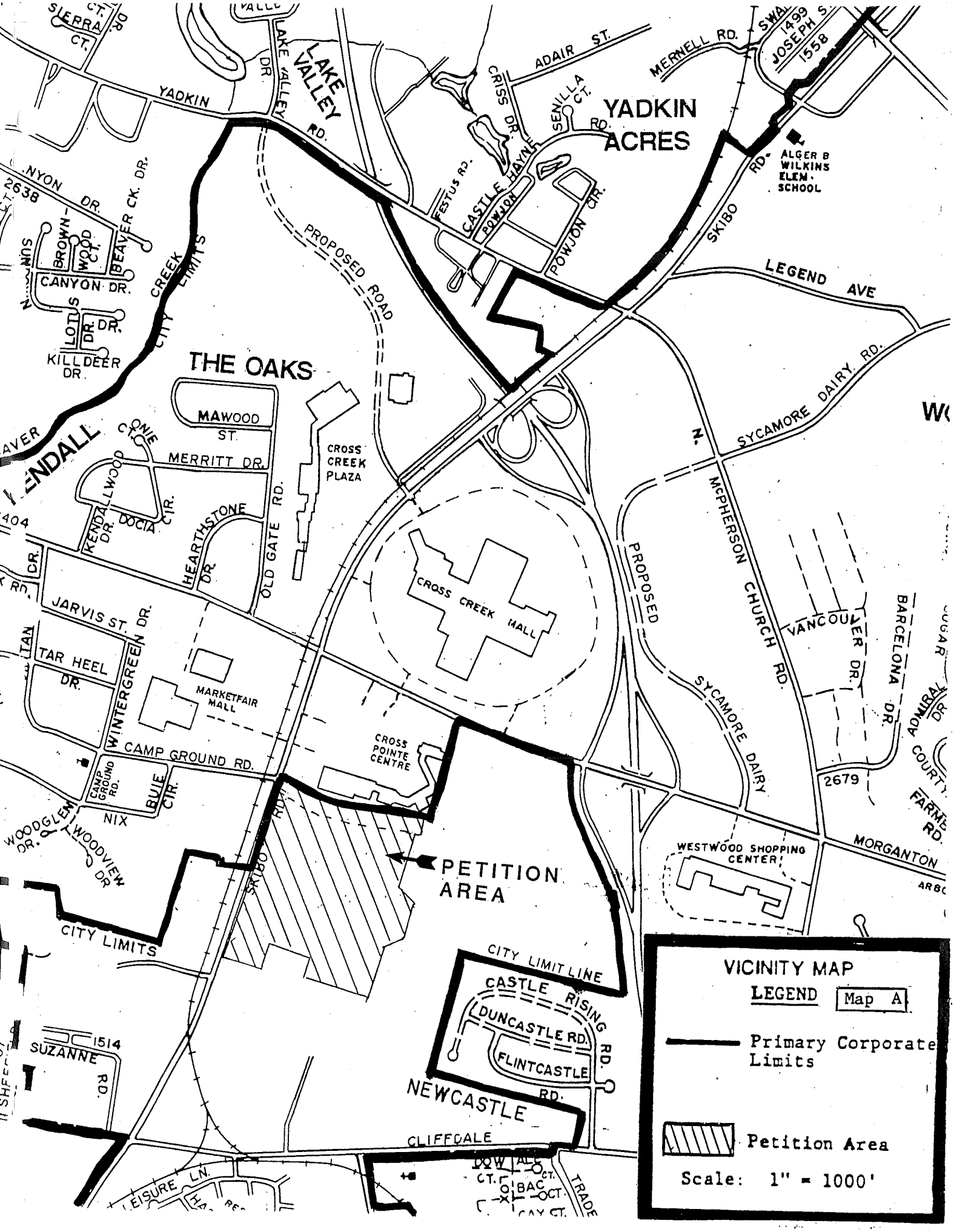
The following items are submitted for the March 2, 1992, City Council agenda:

1. Map A - Vicinity Map
2. Certificate of Sufficiency
3. Copy of Annexation Petition
4. Copy of Legal Description Submitted With the Petition. (The map submitted with the petition was too large to be reproduced for the agenda packet.)
5. Resolution Fixing Date of Public Hearing
6. Map B - Legal Description Map (According to this map, the area contains 29.63 acres.)

The City staff recommends adoption of the resolution. The recommended public hearing date is March 16, 1992.

DN/p
Attachments

ITEM 9


VICINITY MAP
LEGEND
Map A
Primary Corporate Limits
Petition Area
Scale: 1" = 1000'
PETITION AREA
YADKIN ACRES
THE OAKS
LAKE VALLEY
CROSS CREEK MALL
CROSS CREEK PLAZA
MARKETFAIR MALL
CROSS POINTE CENTRE
WESTWOOD SHOPPING CENTER
NEWCASTLE
ALGER B WILKINS ELEM. SCHOOL
YADKIN
ADAIR ST.
MERNELL RD.
JOSEPH ST.
LEGEND AVE
SYCAMORE DAIRY RD.
McPHERSON CHURCH RD.
PROPOSED ROAD
PROPOSED
SKIBO RD.
CITY LIMITS
CITY LIMIT LINE
CAMP GROUND RD.
MORGANTON
CLIFFDALE
OLD GATE RD.
JARVIS ST.
MAWOOD ST.
MERRITT DR.
HEARTHSTONE DR.
WINTERGREEN DR.
TAR HEEL DR.
CANYON DR.
KILLDEER DR.
BEAVER CK. DR.
BROWNWOOD CT.
CASTLE HAYNE
POWJON DR.
FESTUS RD.
CRISS DR.
SENILLA CT.
LAKE VALLEY RD.
SIERRA CT.
VANCOUVER DR.
BARCELONA DR.
ADMIRAL DR.
FARMER RD.
WOODGLEN DR.
WOODVIEW DR.
NIX
BLUE CTR.
SUZANNE RD.
CASTLE RISING RD.
DUNCASTLE RD.
FLINTCASTLE RD.
LEISURE LN.
TRADE
2679
1514
1499
1558
2638
404

SKIBO SQUARE
(Eastern side of Skibo Road
between Campground Road
and Colonial Storage Center)

CERTIFICATE OF SUFFICIENCY

To the City Council of the City of Fayetteville, North Carolina.

I, Bobbie A. Joyner, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31, as amended.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Fayetteville, this 2nd day of March, 1992.

(SEAL)

_____
Bobbie A. Joyner, City Clerk

Received 2-5-92

PETITION REQUESTING ANNEXATION
(CONTIGUOUS AREA)

Date Feb. 5, 1992

To the Mayor and City Council of the City of Fayetteville, North Carolina.

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Fayetteville, North Carolina.

2. The area to be annexed is contiguous to the City of Fayetteville, and the boundaries of such territory are as follows:

(Insert Metes and Bounds Description of Boundaries)

"See Attached Description"

3. A map is attached showing the area proposed for annexation in relation to the primary corporate limits of the City of Fayetteville.

NAME	ADDRESS
1. Robert J. Williams, IV	
2. [illegible]	P.O. Box 53646
3. Carolyn R. Armstrong	Fayetteville, N.C. 28305
4. Joseph P. Riddle III	
5. Sharlene R. Williams	
6. [illegible]	
7. SKIBO SQUARE, INC.	

Joseph P. Riddle III
President

Sharlene R. Williams
Secretary

02508

SKIBO SQUARE

ANNEXATION AREA

Beginning at the northeast corner of Campground Road as recorded in Plat Book 59, Page 119, Cumberland County Registry, entitled The Paragon Group, thence running along the southern margin property line of said property South 74 degrees 19 minutes 19 seconds East 364.80 feet to an iron pipe; thence South 82 degrees 30 minutes 39 seconds East 491.16 feet to a point; thence a new line South 07 degrees 23 minutes 38 seconds West 90.22 feet, South 78 degrees 08 minutes 11 seconds West 34.88 feet, South 15 degrees 45 minutes 15 seconds West 390.00 feet, South 49 degrees 33 minutes 21 seconds East 123.87 feet, South 03 degrees 28 minutes 50 seconds East 90.00 feet; South 15 degrees 45 minutes 45 seconds West 167.86 feet, South 62 degrees 25 minutes 47 seconds West 166.15 feet, South 15 degrees 45 minutes 15 seconds West 354.33 feet, North 74 degrees 14 minutes 45 seconds West 484.46 feet to a point in the eastern property line of Colonial Storage Centers, I, Inc.; thence running along the eastern property line of said property North 15 degrees 51 minutes 52 seconds East 139.95 feet to a point; thence North 74 degrees 05 minutes 08 seconds West 313.34 feet to a point; thence South 15 degrees 50 minutes 38 seconds West 175.08 feet to a point; thence North 74 degrees 09 minutes 24 seconds West 268.51 feet to a point in the eastern right of way margin of Skibo Road (U.S. 401 By-Pass);

thence running along the new right of way margin of Skibo Road North 19 degrees 34 minutes 13 seconds East 180.00 feet to a point; thence North 15 degrees 45 minutes 15 seconds East 1006.13 feet to a point; thence running 13.58 feet along the arc of a curve to the right, having a radius of 25.00 feet to a point; thence running along the southern margin of Campground Road South 74 degrees 13 minutes 19 seconds East 50.00 feet to a point; thence running 100.43 feet along the arc of a curve to the right having a radius of 183.91 feet to a point; thence North 46 degrees 58 minutes 24 seconds East 80.00 feet to the point and place of <u>Beginning</u> and containing 29.083 acres more or less.

SKIBO SQUARE
(Eastern side of Skibo Road
between Campground Road and
Colonial Storage Center)

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31, AS AMENDED

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency thereof; and

WHEREAS, certification by the City Clerk as to the sufficiency of said petition has been made;

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

Section 1. That a public hearing on the question of annexation of the area described herein will be held at City Hall Council Chamber at 7 o'clock, p.m., on the 16th day of March, 1992.

Section 2. The area proposed for annexation is described as follows:

BEGINNING at a point in the City Limit Line, established by Annexation 86-7-297, dated July 21, 1986, said point being the intersection of the eastern right-of-way margin of U.S. 401 Bypass (Skibo Road) and the northern tangent line of a curve to the left on to Campground Road, shown in Plat Book 59, Page 119, Cumberland County Registry, and running thence with the City Limit Line for the following listed calls: South 74 degrees 05 minutes 45 seconds East 75.0 feet; a curve to the right in a southeast direction with a radius of 263.91 feet and an arc distance of 144.56 feet to a point in said margin; South 74 degrees 05 minutes 40 seconds East 362.50 feet; South 82 degrees 28 minutes 43 seconds East 491.16 feet; thence leaving the City Limit Line and running South 07 degrees 23 minutes 38 seconds West about 90.5 feet to an iron stake in the southern right-of-way margin of Campground Road as drawn on a survey of Skibo Square and recorded in Plat Book 78, Page 74, Cumberland County Registry; thence with the southern right-of-way margin of said street South 78 degrees 08 minutes 11 seconds West 34.88 feet to a point; thence leaving the street margin and running South 15 degrees 45 minutes 15 seconds West 390.00 feet to a point; thence South 49 degrees 33 minutes

21 seconds East 123.87 feet to a point; thence South 03 degrees 28 minutes 50 seconds East 90.00 feet to a point; thence South 15 degrees 45 minutes 15 seconds West 167.86 feet to a point; thence South 62 degrees 25 minutes 47 seconds West 166.15 feet to a point; thence South 15 degrees 45 minutes 15 seconds West 354.33 feet to the southeast corner of a Survey Plat of Skibo Square as shown in Plat Book 78, Page 74, Cumberland County Registry; thence North 74 degrees 14 minutes 45 seconds West 484.46 feet to a point in the eastern property line of Colonial Storage Centers, I, Inc.; thence running along the eastern property line of said property North 15 degrees 51 minutes 52 seconds East 139.95 feet to a point; thence North 74 degrees 05 minutes 08 seconds West 313.34 feet to a point; thence South 15 degrees 50 minutes 38 seconds West 175.08 feet to a point; thence North 74 degrees 09 minutes 24 seconds West 268.51 feet to a point in the eastern right-of-way margin of U.S. 401 Bypass (Skibo Road); thence running along the new right-of-way margin of Skibo Road North 19 degrees 34 minutes 13 seconds East 180.00 feet to a point; thence North 15 degrees 45 minutes 15 seconds East about 183 feet to a point; thence North 74 degrees 03 minutes 36 seconds West 12.0 feet to the old right-of-way margin of Skibo Road and southeast corner of the existing City Limit Line, established by Annexation 90-11-337, dated November 19, 1990; thence with the City Limit Line North 15 degrees 56 minutes 24 seconds East 205.0 feet to a corner of the existing City Limit Line established by Annexation 85-2-293, dated February 4, 1985; thence with said eastern line North 15 degrees 56 minutes 24 seconds East 662.76 feet to a point; thence northeastward about 105.6 feet to the BEGINNING . . . containing 29.63 acres, more or less.

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

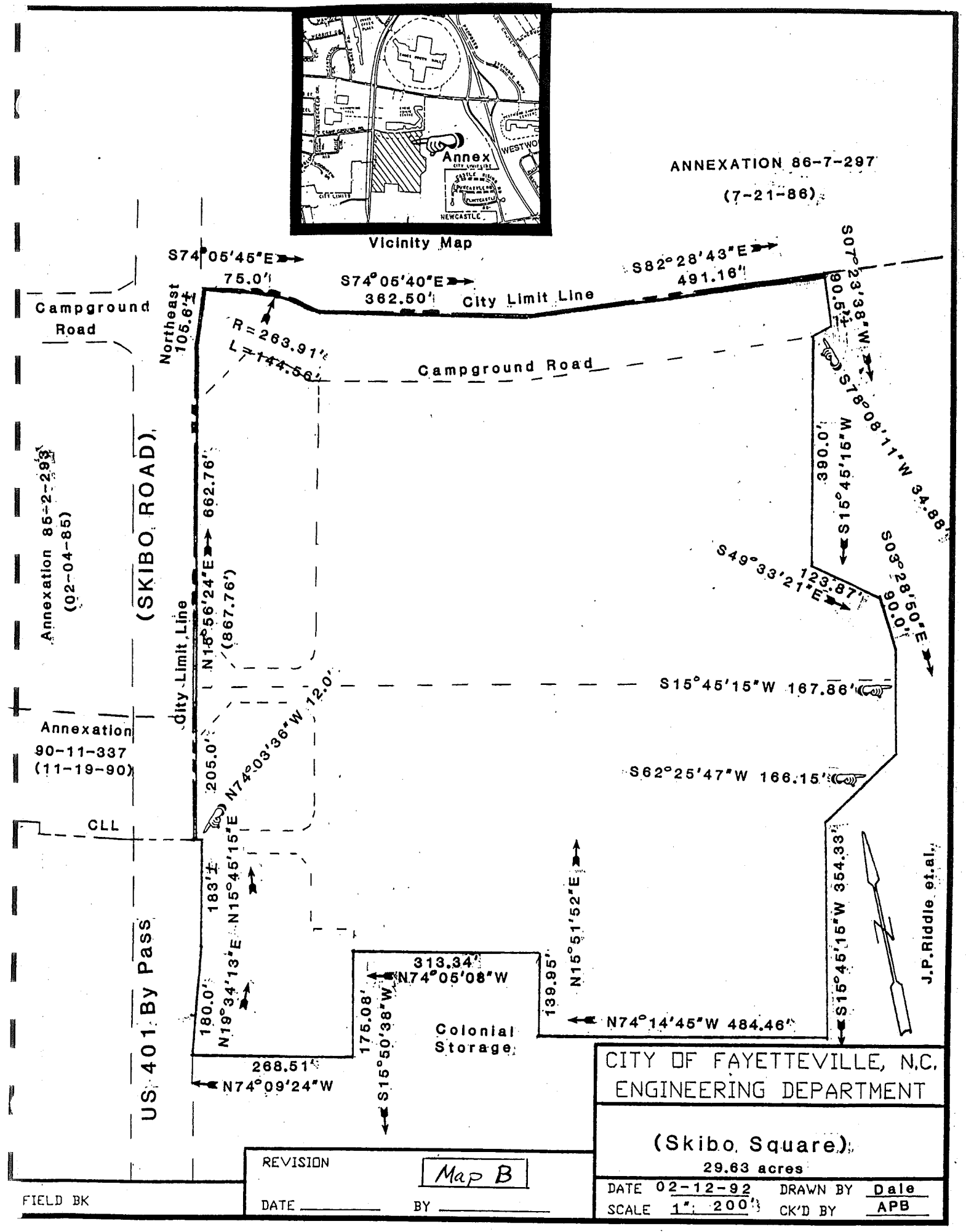
Adopted this the 2nd day of March, 1992.

CITY OF FAYETTEVILLE

BY: _____
J. L. Dawkins, Mayor

ATTEST:

_____
Bobbie A. Joyner, City Clerk
ANNEX-674


Vicinity Map
Annex
WESTWO
NEWCASTLE
ANNEXATION 86-7-297
(7-21-86)
S74°05'45"E
75.0'
S74°05'40"E
362.50'
City Limit Line
S82°28'43"E
491.16'
S07°22'38"W
90.6'±
Campground Road
Northeast
105.6'±
R = 263.91'
L = 144.56'
Campground Road
S78°08'11"W 34.88'
390.0'
S15°45'15"W
S03°28'50"E
90.0'
S49°33'21"E
123.87'
Annexation 85-2-29
(02-04-85)
(SKIBO ROAD)
662.76'
N15°56'24"E
(867.76')
City Limit Line
S15°45'15"W 167.86'
Annexation
90-11-337
(11-19-90)
12.0'
N74°03'36"W
205.0'
S62°25'47"W 166.15'
CLL
N15°45'15"E
183'±
N15°51'52"E
S15°45'15"W 354.33'
J.P.Riddle et.al.
US 401 By Pass
N19°34'13"E
180.0'
313.34'
N74°05'08"W
175.08'
S15°50'38"W
139.95'
N74°14'45"W 484.46'
Colonial
Storage
268.51'
N74°09'24"W
CITY OF FAYETTEVILLE, N.C.
ENGINEERING DEPARTMENT
(Skibo Square)
29.63 acres
REVISION
Map B
DATE
BY
DATE 02-12-92
DRAWN BY Dale
SCALE 1" = 200'
CK'D BY APB
FIELD BK

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

CITY MANAGER FAYETTEVILLE, NC 28301-5537 433 HAY STREET

February 27, 1992

MEMORANDUM

TO: Roger L. Stancil, Assistant City Manager for Operations

FROM: David M. Nash, Annexation Studies Coordinator DMN

SUBJECT: Agenda Item - Readoption of Resolution of Consideration for Annexation

The North Carolina annexation statute states that, in general, the City cannot initiate annexation proceedings for an area unless the City Council has identified, by resolution, the area as being under consideration for annexation at least one year before annexation proceedings are started.

On April 16, 1990, the City Council adopted Resolution Number R1990-48. This resolution consolidated three previously-identified areas into one consolidated area. The consolidated area, for the most part, makes up our current annexation planning area.

The following information summarizes the actions taken so far by City Council in adopting and readopting resolution of consideration areas:

First Area

General Location	Resolution No.	Date Adopted/Readopted	
All Around City	R1984-66	5-21-84	
	R1986-62		5-5-86
	R1988-66		5-2-88

Second Area

General Location	Resolution No.	Date Adopted/Readopted	
Area Southeast of City (around I-95/NC 53 interchange)	R1987-37	5-4-87	
	R1989-65		5-1-89

ITEM 10

Third Area General Location	Resolution No.	Date Adopted/Readopted	
Area Northwest of City (between Beaver Creek and Cliffdale Road and Fort Bragg Boundary)	R1987-119 R1989-175	12-21-87	12-18-89

Consolidated Area General Location	Resolution No.	Date Adopted/Readopted
First, Second, and Third areas (see above)	R1990-48	4-16-90

The North Carolina annexation statute states that a resolution identifying an area as being under consideration for annexation shall remain in effect for only two years. Therefore, an area needs to be readopted every two years, by resolution, in order to keep the area under consideration for annexation. If an area is not readopted, then it will expire; i.e., it will no longer be under consideration for annexation.

The consolidated area will expire on April 16, 1992, unless the area is readopted by resolution.

The following item is submitted for the March 2, 1992, City Council meeting:

1. Resolution of the City Council of the City of Fayetteville Identifying the Area Described Herein As Being Under Consideration for Future Annexation.

The City staff recommends that this resolution be adopted by City Council. The PWC Manager concurs in this recommendation. By adopting the resolution, the previously-adopted consolidated area will remain under consideration for annexation; this will maintain flexibility for the City in initiating annexations in the area.

A large map will be available at the Council meeting showing the area recommended for readoption.

DN/p

RESOLUTION NUMBER _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE IDENTIFYING THE AREA DESCRIBED HEREIN AS BEING UNDER CONSIDERATION FOR FUTURE ANNEXATION

WHEREAS, pursuant to N.C.G.S. 160A-49(i), the City Council of the City of Fayetteville adopted Resolution Number R1990-48 on April 16, 1990, incorporating by reference a "Map of Resolution of Consideration for Future Annexation;"

AND WHEREAS, Resolution Number R1990-48 consolidated three areas which had been previously identified, by resolution, as being under consideration for future annexation;

AND WHEREAS, the City Council of the City of Fayetteville desires to adopt a Resolution of Consideration for Future Annexation pursuant to N.C.G.S. 160A-49(i), and thereby continue in effect Resolution Number R1990-48;

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

Section 1. That pursuant to N.C.G.S. 160A-49(i), the following described area is hereby identified as being under consideration for future annexation by the City of Fayetteville, North Carolina, under the provisions of Part 3, Article 4A of Chapter 160A of the General Statutes of North Carolina:

(a) Any and all area which is shown on the attached map (Exhibit A) as "area to be considered," Exhibit A being incorporated by reference as if fully set out herein;

(b) The "area to be considered" shown on the attached map is designated by the following hatched pattern:

Section 2. That the outer "boundary line for area of annexation consideration" shown in Exhibit A is the same as that shown on the map incorporated in Resolution Number R1990-48.

Section 3. That the "area to be considered" shown on Attachment A is the same as the area shown on the map incorporated in Resolution Number R1990-48, except for changes caused by subsequent annexations.

Section 4. That the "existing City limit line" shown on Exhibit A is the same as that shown on the map incorporated in Resolution Number R1990-48, except for changes caused by subsequent annexations.

Section 5. That except as set forth herein, nothing in this resolution shall be construed to amend, change, or vary the map incorporated in Resolution Number R1990-48.

Section 6. That the "area to be considered" shown on the map incorporated in Resolution Number R1990-48 has been under consideration for annexation for over one year since the map was adopted, and that the "area to be considered" shown on Exhibit A, being one and the same, except as set forth herein, will continue to have been under consideration for annexation for over one year after the date of adoption of this resolution.

Section 7. That a copy of this resolution shall be filed with the City Clerk.

Adopted this _____ day of _____, 1992.

CITY OF FAYETTEVILLE

_____
J. L. Dawkins, Mayor

ATTEST:

_____
Bobbie A. Joyner, City Clerk

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

CITY MANAGER FAYETTEVILLE, NC 28301-5537 433 HAY STREET

February 26, 1992

MEMORANDUM

TO: The Mayor and Members of City Council

FROM: John P. Smith, City Manager

SUBJECT: Commercial Garbage Collection

Attached for your information are the following documents:

1. Memo to members of the User Committee outlining options for fiscal year 92-93.

2. Spreadsheet on proposals received from ARS, Waste Industries and BFI.

3. Copy of the request for proposals.

On February 19, 1992, City staff met with Mr. Lonnie Player and Mr. Tommy Bradford to discuss the six options outlined in the attached memo. (The third member of the User Committee was unable to attend). At that meeting we discussed the short and long term ramifications of each of the six options on the City and the commercial garbage customers. The first four options were included in the bids. Options five and six are limited franchises and free competition. Mr. Player and Mr. Bradford both recommend either option five or option six, which would allow for open competition among haulers. Both felt that open competition was better and would provide for better pricing and service in the long run, than City subsidized service with one hauler. They both felt that some City regulation might be desirable, however, regulation might interfere with competition among haulers and be counter productive.

Having heard the recommendations of the User Committee, it is my recommendation that the City adopt option six, which is to allow haulers to compete openly and freely for business in the City, just as they do throughout the rest of the county. If open competition creates problems in the future, there is nothing to preclude the City from stepping in with regulations and granting non-exclusive franchises. The Committee believes that any action by

the City that limits the choice by customers will be detrimental to the cost and quality of service in the long run. I agree, and therefore recommend that the City reject the bids and allow the free market to operate beginning July 1, 1992.

JPS/kbla

Attachments

cc: Members of User Committee

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

CITY MANAGER FAYETTEVILLE, NC 28301-5537 433 HAY STREET

February 13, 1992

MEMORANDUM

TO: Commercial Garbage User Committee

FROM: John P. Smith, City Manager

SUBJECT: Committee Meeting

The Committee is scheduled to meet on Wednesday, February 19, at 3:30 p.m. in the City Manager's Conference Room. The purpose of the meeting will be to discuss the bids received for service beginning July 1, 1992. A summary of those bids is attached.

Under alternatives 1 and 2, the City would award an exclusive contract and continue to pay for one pick-up per week. Under alternatives 3 and 4, the City would award an exclusive franchise but would not pay for any pick-ups. Under each option the customer would pay the disposal fee based upon the current 80 pounds per cubic yard.

There are other options to consider which were not part of the bid package. One option is to simply allow open competition among haulers with no City involvement. Another option is for the City to issue non-exclusive franchises setting forth certain standards for service and/or specifying maximum fees. Under a non-exclusive franchise any hauler agreeing to abide by the terms of franchise could compete for business in the City.

In summary, the Committee should be prepared to discuss the following options:

1. City enters into a one-year contract with ARS with the City paying the collection cost of one pick-up per week. Customers would pay the disposal fee. Customers would also pay a collection fee of 54 cents per cubic yard for additional collection beyond once per week. The advantage of this arrangement is a fixed price. The disadvantage is the elimination of competition.

2. The second option is the same as the first except for the length of the term of the contract and a slightly lower fee.

3. The City awards an exclusive franchise for five years. The hauler pays the City a franchise fee. The City regulates but does not subsidize the service.

4. This is the same as option three except the hauler does not pay a fee to the City.

5. An option not included in the bids is for the City to grant non-exclusive franchises by setting standards for service. The advantage of this option is that the City sets standards but allows for competition.

6. Another option not included in the bids is for the City to allow totally open competition and not regulate the service. This option takes the City totally out of the picture and allows the free market to set standards and prices.

All of these options will be presented to the City Council. I hope to include in the Council material any recommendations or input from the user committee.

Please feel free to call either me or Roger Stancil (433-1990) if you have any questions before your meeting on February 19.

JPS/kbli

Attachment

COMMERCIAL GARBAGE PROPOSALS

Alternative 1: One year annual contract with City providing subsidy for collection.

	ARS	Waste	BFI
City pay once-a-week	.51	.579	.62
Customer pays additional	.54	.579	.66

Alternative 2: City shall award franchise for five years and provide subsidy for collection.

	ARS	Waste	BFI
City pays once-a-week	.49	.568	.59
Customer pays additional	.52	.568	.66

Alternative 3: City shall award franchise for five years and franchisee shall pay the City for the franchise.

	ARS	Waste	BFI
Franchisee bills customer	.55	.598	.72

Alternative 4: City shall award franchise for five years.

	ARS	Waste	BFI
Franchisee bills customer	.52	.568	.62

ESTIMATE 600,000 CUBIC YARDS COLLECTED PER YEAR. UNDER ALTERNATIVES 1 & 2 IN WHICH THE CITY PROVIDES A SUBSIDY THE ANNUAL COST UNDER EACH PROPOSAL WOULD BE AS FOLLOWS:

ALTERNATIVE 1	ARS	WASTE	BFI
	$ 306,000	$ 347,400	$ 372,000

ALTERNATIVE 2	ARS	WASTE	BFI
	$ 294,000	$ 340,800	$ 354,000

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

CITY CLERK
433 HAY STREET

FAYETTEVILLE, NC 28301-5537

(919) 433-1989
FAX (919) 433-1780

February 26, 1992

MEMORANDUM

TO: John P. Smith, City Manager

FROM: Bobbie A. Joyner, City Clerk

SUBJECT: **AGENDA ITEM MARCH 2, 1992 CITY COUNCIL MEETING - NOMINATIONS TO BOARDS AND COMMISSIONS**

A. APPEARANCE COMMISSION - 2 Vacancies

Meets 4th Tuesday, 7:00 p.m., City Hall

Nominations are needed to fill the unexired term of Lonnie M. Player (W/M), at large category, term to December 1993. Nominations are still open to fill the unexpired term to December 1992 of Mr. Gordon Rose (W/M) - Engineer Category.

B. HUMAN RELATIONS COMMISSION - 7 Vacancies

Meets 2nd Thursday, 7:00 p.m., City Hall Council Chambers

Nominations are open to fill the following vacancies:

(1) L. Colon Oliver (B/M) - Not eligible - served two terms
(2) Harry Rulnick (W/M) - Not eligible - served two terms
(3) R.H. Beatty (B/M) - Not eligible - served two terms
(4) Dr. Bruce Pulliam (W/M) - Eligible
(5) Judy Lowe (W/F) - Eligible
(6) Mettarene McLean (B/F) - Eligible
(7) Carrie Malveau (B/F) - Eligible

The attendance roster is attached.

Nomination Forms are also attached for your use.

Attachments

2-25-92

MEMBERSHIP OF

HUMAN RELATIONS COMMISSION

2-year Terms		Race	Sex	Appointed	Expires	
1st	James A. Florence 1879 Gola Dr. (01) (h) 488-5484 (w) 486-1164	B	M	2-18-92 (to fill term of Courson)	March 1993	
2nd	Macie Presler 115 Hearthstone Dr. (14) P.O. Box 40232 (09) (h) 864-3006 (w) 484-6492	W	F	March 1991	March 1993	
1st	Dr. Bruce Pulliam 700 Clarendon	W	M	5/7/90 (to fill term of C. Smith)	March 1992	eligible
2nd	Mary Davis 722 Rustland Dr. (01) (h) 488-5257	B	F	March 1991	March 1993	
2nd	~~L. Colon Oliver~~ ~~810 Silk Lane (05)~~ ~~(h) 485-1525~~	B	M	4/2/90	March 1992	NOT eligible
1st	(Ms) Brownie Smathers 146 Lofton Dr. (11) (h) 678-2921	W	F	March 1991	March 1993	

B

MEMBERSHIP OF

HUMAN RELATIONS COMMISSION
(continued)

2-year Terms		Race	Sex	Appointed	Expires	
1st	Ms. Judy Lowe 2708 Compton Place (04) (h) 323-820	W	F	11/5/90 to fill term of Harper	March 1992	eligible
1st	Mettarene McLean 422 Campbell Ave. (01)	B	F	4/2/90	March 1992	eligible
1st	Carrie Malveau 756 Chadwick Rd. (01)	B	F	4/2/90	March 1992	eligible
2nd	*R.H. Beatty 513 Spalding St. (01) (h) 483-3240	B	M	4/2/90	March 1992	Not eligible
2nd	Harry Rulnick 2301 Westdale Dr. (03) (h) 484-1445	W	M	4/2/90	March 1992	NOT eligible

(continued)

B

MEMBERSHIP OF

HUMAN RELATIONS COMMISSION
(continued)

Terms	Race	Sex	Appointed	Expires

Ex-Officio

Patricia L. Crain
HQS XVIII ABN Corps
Ft. Bragg (07)

Dennis F. White
Chief of Social Actions
317 TAW/SL
Pope Air Force Base (08)

B

*Chairman
**Vice-Chairman
Staff: Elmer Floyd, Human Relations Dept.

FAYETTEVILLE HUMAN RELATIONS COMMISSION
ATTENDANCE ROSTER

1991-1992

COMMISSIONER	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN 16TH	JAN 25TH	FEB	MA
MALVEAU, CARRIE (Chairperson)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Banquet	
PRESLER, MARIE (Vice Chairperson)	✓	✓	✓	✓	✓	✓	✓	Ex	✓	✓	✓		
BEATTY, ROBERT H.	✓	✓	✓	✓	A	Ex	✓	✓	E	✓	✓		
[redacted] RESIGNATION EFFECTIVE 08/08/91	E	✓	A	✓	[redacted]								
DAVIS, MARY	E	A	✓	A	E	✓	E	✓	✓	✓	A		
LOWE, JUDY	E	✓	✓	✓	E	✓	E	✓	✓	✓	✓		
MCLEAN, METTARENE	✓	✓	A	✓	✓	✓	✓	A	✓	E	E		
OLIVER, L. COLON	✓	✓	✓	✓	✓	A	✓	✓	✓	E	E		
PULLIAM, DR. BRUCE	✓	✓	✓	E	✓	✓	✓	✓	✓	E	✓		
RULNICK, HARRY M.	✓	✓	✓	E	✓	✓	✓	✓	E	E	✓		
SMATHERS, BROWNIE	(Kiewra) ✓	✓	✓	✓	✓	A	E	✓	A	✓	A		
CRAIN, PATRICIA (Ex Officio)	E	A	✓	✓	A	A	A	Ex	A	A	A		
WHITE, DENNIS (Ex Officio)	✓	A	White ✓ Gerhart ✓	A	✓	Ex	A	✓	E	✓	✓	[redacted]	
COURSON, SHARON ****Appointed	[redacted]					✓	✓	Ex	E	E	E	RESIGNED	
FLOYD, ELMER	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
ROBINSON, JERILYNN M.	✓	✓	✓	✓	✓	Ex	E	Ex	✓	RESIGNED			
FORTUNA, PATRICIA A.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		

Annual RECOGNITION

W

NOMINATION FORM

BOARDS, COMMITTEES AND COMMISSIONS

CITY OF FAYETTEVILLE

(PLEASE PRINT OR TYPE)

NOMINATION FOR VACANCY ON THE _____

BY COUNCILMEMBER_____ DATE:_____

Mr./Mrs./Ms._____ DOES LIVE IN CITY LIMITS AND IS NOT SERVING ON ANOTHER BOARD OR COMMISSION

ADDRESS_____ ZIP:_____
(Street and/or P.O. Box)

TELEPHONE: HOME_____ BUSINESS_____

BUSINESS_____ JOB TITLE:_____

RACE_____ SEX_____

ACTIVITIES:_____

_____

_____

OTHER INFORMATION:_____

_____

_____

Received by City Clerk_____ _____
(date)

Elected: YES____ NO____ Letter:_____

COF-031-91

NOMINATION FORM

BOARDS, COMMITTEES AND COMMISSIONS

CITY OF FAYETTEVILLE

(PLEASE PRINT OR TYPE)

NOMINATION FOR VACANCY ON THE _____

BY COUNCILMEMBER_____ DATE: _____

Mr./Mrs./Ms._____ DOES LIVE IN CITY LIMITS AND IS NOT SERVING ON ANOTHER BOARD OR COMMISSION

ADDRESS_____ ZIP: _____
(Street and/or P.O. Box)

TELEPHONE: HOME_____ BUSINESS_____

BUSINESS_____ JOB TITLE: _____

RACE_____ SEX_____

ACTIVITIES: _____

_____

_____

OTHER INFORMATION: _____

_____

_____

Received by City Clerk_____ _____
(date)

Elected: YES____ NO____ Letter: _____

COF-031-91

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

TRAFFIC SERVICES DEPARTMENT
339 ALEXANDER STREET
FAYETTEVILLE, NC 28301-5797
TEL. (919) 433-1660

SIGNS AND MARKINGS DIVISION 433-1795
SIGNALS DIVISION 433-1796
339 ALEXANDER STREET
FAYETTEVILLE, NC 28301-5797

February 11, 1992

MEMORANDUM

TO: John P. Smith, City Manager

FROM: Louis A. Chalmers, Jr., P.E., LAC
Director, Traffic Services Department

REFERENCE: Street Lighting Improvement Program

City staff has been meeting with Public Works Commission (PWC) Staff during the past year to develop a city wide Street Lighting Improvement Program. This program development has included identification of areas for proposed lighting improvements, maintenance of CBD lighting fixtures, and city wide street lighting maintenance.

The Traffic Services Department has worked with the Fayetteville Police Department to develop a list of 12 areas in need of immediate street lighting improvements to assist in reduction of crime activity and traffic accident experience. Public Works Commission's Electrical Engineering has prepared an estimate of $290,000 to make street lighting improvements in these 12 areas. It is our understanding that PWC budgets $50,000 per year to improve street lighting in the City including new subdivisions and annexed areas.

Public Works Commission staff has advised that they are unable to maintain street lighting fixtures in the CBD because they feel the National Electrical Code requires a licensed electrician to perform maintenance work on street lights. In response to PWC's inability to maintain our CBD Street Lighting, we have drafted a Street Lighting Maintenance Contract for advertisement with our local electrical contractors. We estimate the annual cost of contracted street lighting maintenance in the CBD to be $10,000. In addition, the City would have to maintain a $60,000 inventory of street lighting fixtures to maintain these over 300 light fixtures of 19 varieties.

Our review of city wide street lighting maintenance focused on improving the quality of existing street lighting around the city through an annual re-lamping program and trimming tree limbs that block street lighting fixtures. PWC staff advises that 8 to 10 years ago they abandoned street light re-lamping in favor of retrofitting mercury vapor fixtures with high pressure sodium fixtures - but they will now re-evaluate the need for systematic re-lamping. PWC staff advises that they are unable to trim tree limbs reported blocking street lighting fixtures as part of their 5 year power line tree trimming program. PWC recommends that the Parks and Recreation Department take on trimming tree limbs blocking street lighting fixtures.

In summary, we note the following issues which need to be resolved prior to implementing our Street Lighting Improvement Program:

1) Funding necessary to improve street lighting around the city to Illuminating Engineer's Society Standards adopted by the City Council and PWC Commission.

2) Funding for maintenance and inventory of CBD lighting fixtures.

3) Annual re-lamping of street lighting fixtures.

4) Trimming limbs blocking street lighting fixtures.

LAC/psc

Enclosures
Proposed Street Lighting Improvement Program (01/17/92)
Street Lighting Map

cc: Roger L. Stancil Assistant City Manager - Operations

ROBERT C. WILLIAMS, CHAIRMAN
W. LYNDO TIPPETT, VICE CHAIRMAN
WILLIAM H. OWEN, SECRETARY
ROBERT O. McCOY, TREASURER
TIMOTHY WOOD, GENERAL MANAGER

PWC

PUBLIC WORKS COMMISSION

OF THE CITY OF FAYETTEVILLE

ELECTRIC & WATER UTILITIES

508 PERSON STREET
PO DRAWER 1089
FAYETTEVILLE, NORTH CAROLINA 28302 1089
TELEPHONE (AREA CODE 919) 483 1401
FAX (AREA CODE 919) 483-1429

February 12, 1992

MEMO TO: Roger Stancil

FROM: Tim Wood

SUBJECT: Interim Report on Street Lighting

PWC electric system employees have coordinated street lighting activities with the city since the beginning of the fiscal year.

Requests for additional or improved street lighting are forwarded to City Traffic Engineer Louis Chalmers. His investigation includes discussions with the Fayetteville Police Department, with final recommendations referred to PWC for action.

Our FY '93 budget will include a $75,000 appropriation for lighting enhancements. These funds will be spent in areas having the highest priority assigned jointly by the police department, traffic engineering department and the PWC. Areas slated for improvements next year include Branson/Bryan/Broadfoot Street areas and Owen Drive.

We continue to have problems with vandalism in some areas of the city. Street lights are frequently rendered inoperable as a result of small arms fire. The cost to replace bulbs and refractors is escalating due to increasing damage. It has become less costly and more efficient to replace bulbs and to remove (without replacement) refractors.

We are not aware of any commercially available bullet-proof refractors. Lexan refractors have been tried with limited success. They are effective against "BB" shot, but not effective against 9mm, 32 Cal., 38 Cal., or 357 Cal., handguns. The Lexan also has a tendency to "yellow" with age.

Please let me know if further information is needed.

TW:gm

cc: James Martin
Louis Chalmers

Fayetteville North Carolina
North Carolina's 4th Largest Metro

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

TRAFFIC SERVICES DEPARTMENT
339 ALEXANDER STREET
FAYETTEVILLE, NC 28301-5797
TEL. (919) 433-1660

PAINT/SIGN DIVISION 433-1638
SIGNALS DIVISION 433-1639
333 ALEXANDER STREET
FAYETTEVILLE, NC 28301-5797

January 17, 1992

Mr. James Martin
Director of Electrical Services
Public Works Commission
P. O. Drawer 1089
Fayetteville, NC 28302

Dear Mr. Martin:

REFERENCE: Proposed FY 91 - 92
Street Lighting Improvement Program

We have reviewed our proposed FY 91 - 92 Street Lighting Improvement Program of September 24, 1991 and revised items 3 and 4 in accordance with the findings of a street lighting survey performed November 5, 1991:

1) Branson Street Area - (Including Broadfoot Avenue, Bryan Street, Clark Street, Davis Street and Turn Pike Road).

2) Owen Drive - Camden Road to Eastern Boulevard.

3) Murchison Road - Filter Plant Road to Jasper Street; Shaw Road to City limits.

4) Person Street/Clinton Road - North Water Street to City limits.

5) Cool Spring Street - Russell Street South to End.

6) Country Club Drive - Lakecrest Road to Rosehill Road.

7) Preston Avenue - Southwest of Murchison Road.

8) Eastern Boulevard - Owen Drive to East Mountain Drive.

9) McDaniel/Harrison Street Area (South of Russell Street).

10) Cooper Street - Fayhart Street to Gillespie Street.

11) Barrett Street - Winslow Street to Hedgepeth Street.

12) Bragg Boulevard and Hay Street (Intersection).

We have included a summary of our street lighting survey on Person Street and Murchison Road for your information. This survey indicates that our major street lighting need on these streets is to improve the uniformity of lighting by improving fixture spacing and mounting height. Many studies indicate that poor uniformity in street lighting can contribute to nighttime accident experience because drivers are unable to see obstructions in darkended street areas.

We are requesting that your staff review these 12 street lighting project areas and prepare preliminary estimates for bringing street lighting levels into conformance with IES Standards.

Once these preliminary estimates are prepared, we would like to review both our proposed FY 91 - 92 Street Lighting Imrovement Program and the past year's accomplishments with the City Manager.

Sincerely,

Louis A. Chalmers, Jr., P.E.
Director, Traffic Services Department

LAC/psc

Enclosures
Summary
Map

cc: Roger L. Stancil, Assistant City Manager - Operations
Sgt Dalton, Fayetteville Police Department

SUMMARY
STREET LIGHTING SURVEY
NOVEMBER 5, 1991

STREET	FROM	TO	I.E.S. RECOMMENDED FOOTCANDLE AVG.	I.E.S. RECOMMENDED FOOTCANDLE MAX/MIN	OBSERVED FOOTCANDLE AVG.	OBSERVED FOOTCANDLE MAX/MIN
Person Street						
10 accidents	Franklin Street	Eastern Boulevard	2.0	3:1	4.0	20:1
6 accidents	Eastern Boulevard	North Water Street	2.0	3:1	2.4	5:1
6 accidents	North Water Street	City Limits	1.4	3:1	0.4	*
Murchison Road						
2 accidents	West Rowan Street	Blue Street	2.0	3:1	2.7	8:1
8 accidents	Blue Street	Filter Plant Road	2.0	3:1	1.5	7:1
11 accidents	Filter Plant Road	Langdon Street	2.0	3:1	3.1	23:1
12 accidents	Langdon Street	Jasper Street	1.4	3:1	3.2	110:1
	Jasper Street	Preston Avenue	2.0	3:1	4.0	24:1
	Preston Avenue	US 401 Bypass	2.0	3:1	3.6	45:1
	US 401 Bypass	Bowden Street	2.0	3:1	2.1	30:1
	Bowden Street	Shaw Mill Road	2.0	3:1	1.9	45:1
	Shaw Mill Road	Shaw Road	2.0	3:1	1.0	20:1
	Shaw Road	City Limits	2.0	3:1	0	*

* Undefined - 0 Footcandle Observations

ROBERT C. WILLIAMS, CHAIRMAN
W. LYNDO TIPPETT, VICE CHAIRMAN
WILLIAM H. OWEN, SECRETARY
ROBERT O. McCOY, TREASURER
TIMOTHY WOOD, GENERAL MANAGER

PWC

PUBLIC WORKS COMMISSION
OF THE CITY OF FAYETTEVILLE

ELECTRIC & WATER UTILITIES

508 PERSON STREET
PO. DRAWER 1089
FAYETTEVILLE, NORTH CAROLINA 28302-1089

TELEPHONE (AREA CODE 919) 483-1401

January 28, 1992

MEMO TO: Louis Chalmers

FROM: James D. Martin Jim
Director of Electrical Systems

SUBJECT: Street Lighting Improvement Estimates

PWC's Electrical Engineering Department has prepared the enclosed preliminary estimates on the roadway lighting improvement projects outlined in your January 17, 1992 letter. Our estimates are based on $4.00 per linear street foot for residential streets, $6.00 for intermediate streets and $8.00 per foot for commercial thoroughfares. Special requirements could change the figures considerably.

I have reviewed your proposed contract for Central Business District Lighting Maintenance. The contract looks good and is certainly an appropriate method of providing this maintenance. I did make a safety related notation on Section Three.

Sam Stryker and I are available for further discussion with you on both these items before you meet with the City Manager.

JDM/gb

enclosure

cf RLS
Sgt. Dalton FPD

STREET LIGHTING IMPROVEMENT ESTIMATES

1	Branson/Bryan/Broadfoot Street Area	$58,200
2	Owen Drive	$27,200
3	Murchison Road	$15,000
4	Person Street/Clinton Road	$84,800
5	Cool Spring Street	$14,800
6	Country Club Drive	$25,200
7	Preston Avenue	$ 9,200
8	Eastern Boulevard	$20,800
9	McDaniel/Harrison Street Area	$12,800
10	Cooper Street	$ 4,000
11	Barrett Street	$ 2,000
12	Bragg Boulevard/Hay Street Intersection	$16,000
		$290,000

PWC Electrical Engineering Department
1-28-92

THE CITY OF FAYETTEVILLE
NORTH CAROLINA
CHARTERED 1762

COMMUNITY SERVICES DEPARTMENT

POST OFFICE BOX 635
(919) 433-1595

FAYETTEVILLE, NC 28302-0635

February 26, 1992

MEMORANDUM

TO: Mayor J. L. Dawkins and Members of the Fayetteville City Council

FROM; Richard Herrera, Community Services Director

SUBJECT: Annual Brotherhood Banquet

Your City of Fayetteville Human Relations Commission has again conducted a highly successful annual Brotherhood Banquet with two hundred and thirty (230) attendees this year. Those who were not in attendance missed an exciting event which annually recognizes not only adult recipients of service awards but also honors the winners of essay and poster contests for students at the elementary school, junior high and high school level. It is always exciting to see the pride parents show in the accomplishments of their students and it is also gratifying to see the non-judgemental cooperation between those students who practice the theme of the program - **BROTHERHOOD.**

The guest speaker this year was LTC Kenneth J. Glover from Pope Air Force Base, our student winners came from Willis, Walker-Spivey and Manchester elementary schools, Rockfish, Westover and Lewis Chapel junior high schools and Cape Fear High School. For your additional information, I am enclosing a list of the adult 1992 award winners.

I would like to express the Commission's appreciation to Dr. Harry Ghee, Ms Jennifer Horton, Ms Robbie Salak and Mrs. Gladys Rosser for serving as judges for the contest and to United National Bank, Shaw Food Service, Fast Service Food Mart, Howard Johnson Plaza Hotel, Holmes Electric, and Creative Builders for generously donating to the success of this program.

c: Mr. Elmer Floyd
Human Relations Director

HUMAN RELATIONS COMMISSION

ANNUAL RECOGNITION BANQUET
14 February 1992
7:00 p.m.
at the
Howard Johnson Plaza Hotel

1992 AWARD WINNERS

ORGANIZATION/COMMISSION AWARD

VOLUNTEER CENTER
Award being accepted by: MARTHA SUTTON, Director

INEZ EASLEY AWARD

Award Recipient: JOHN WILEY SMITH, JR.
Ferguson-Easley Elementary School

ESTHER DEPT AND MARY MCALLISTER AWARD

Award Recipient: ASHLEY ROZIER, II
Aids Education Project
Cumberland County Minority Aids Educator

INDUSTRY/BUSINESS AWARD

NORTH CAROLINA NATURAL GAS
Award being accepted by: LOUIS HANNEMAN, Vice President, Human Resources

BURTON/PATE AWARD

Award Recipient: HARRY M. RULNICK
Fayetteville Human Relations Commission

MINUTES OF THE
FAYETTEVILLE HISTORIC RESOURCES COMMISSION
REGULAR MEETING
TUESDAY, JANUARY 28, 1992
4:00 P.M.
CITY HALL, MULTIPURPOSE ROOM, FIRST FLOOR

MEMBERS PRESENT	STAFF PRESENT
W. Wayne McGary, Chairperson	Lisa Novick
Robert Nimocks, Vice Chairperson	Matt Rooney
Sue Bandy	
Henry Player	
Ruby Murchison	
Arnetha Robinson	

MEMBERS ABSENT	OTHERS PRESENT
Dr. Jon Young	Bill Hester

1. Roll Call

Chairperson McGary called the meeting to order at 4:00 p.m.

2. Approval of the Minutes of the Regular November 26, 1991 Meeting

Chairperson McGary asked if there were any corrections to the minutes of the Regular Meeting of November 26. There were no corrections and the motion was made by Mrs. Bandy, seconded by Mr. Nimocks, to approve the minutes as mailed.

3. Administrative Matters

a. Report - Local Register

Chairperson McGary told the Commission that the City Council voted unanimously at their January 21, 1992 meeting to designate the Oates House a local landmark. He continued that there was a question about two properties that were on the Fayetteville Historic Property Register, the question being that no supportive documentation could be found. He asked Ms. Novick to update the Commission. Ms. Novick, said that upon consultation with City Attorney Robert Cogswell and the Register of Deeds, and the County Tax Office, no supporting documentation could be found in those offices or in the Commission office for either property. Ms. Novick concluded by saying that it appeared to be an administrative error in that both properties, the First Presbyterian Church and the Sedberry-Holmes House were both listed on the Local Property Register, however, there was nothing in the files on the properties. She said that it was our understanding that they were placed on the Register some years ago. Chairperson McGary asked for discussion which centered briefly around contacting the owners. Mrs. Murchison made the motion that Ms. Novick contact the property owners regarding the

INFORMATION

Local Register and their interest in being placed on the Local Register. The motion was seconded by Mr. Nimocks and passed unanimously.

b. Election of Officers

Chairperson McGary said election of officers was held in January and asked for nominations. A nomination for Chairperson was W. Wayne McGary and the Vice Chairperson as Robert Nimocks, was made by Mrs. Bandy after a brief discussion. Mr. Nimocks accepted the nomination on the condition that it be for one year as he could not commit to being Chairperson. Motion was made by Mrs. Robinson, seconded by Mr. Player, the nominations be closed and that Mr. McGary and Mr. Nimocks be elected respectively as Chairperson and Vice Chairperson. They were elected unanimously.

c. Appointment of Commissioners to Committees

Chairperson McGary asked the Commissioners to consider which committees they wish to serve on for the 1992 calendar year. He reviewed the committees 1) Administration Committee, 2) Publication and Plaque Committee, and 3) Downtown Loan Committee. Mrs. Robinson, Mr. McGary, and Mr. Nimocks volunteered to serve on the Administration Committee. Mrs. Bandy and Mrs. Murchison volunteered to serve on the Publications and Plaque Committee, and Chairperson McGary assigned Dr. Young to that committee. After a brief discussion it was decided that the Downtown Loan Committee membership would be decided at a later date.

4. Goal-Setting Session

Chairperson McGary began the discussion with an introduction of Commission responsibilities which included the Local Register and Certificates of Appropriateness. He then asked Ms. Novick to conduct the Goal-Setting Session and Ms. Novick introduced Matt Rooney, her supervisor at the Planning Board, who was in attendance to act as a facilitator and write down the goals because Ms. Novick was suffering from an injury to her ankle. After the introduction, the goal setting began with a brief discussion of what was envisioned for the future of the Preservation Program, and Mr. McGary discussed plaques, and the idea of plaques within the context of the Historic Resources Commission. The goals were set up as short-range and long-range. The short-range goals included:

- Scotch Spring Plaque
- Plaques for all locally designated landmarks (properties)
- Brochure publication
- Historic tour
- National Register Plaques for City-owned properties
- Identify potential locally designated properties
- Certified Local Government Program

Long Range Goals:

- Naming of Historic Buildings
- Identify National Register Properties not locally designated
- Fayetteville State University Internship Program

The goal-setting session concluded.

5. Discussion

Mr. Player asked to update the Commission on the Kyle House. He said that the floors were refinished and that alot of columns which had been extremely damaged, were going to be restored and filled with epoxy by a Restoration Specialist from Hillsborough. Chairperson McGary thanked Mr. Player for the update on the Kyle House.

6. Adjournment

There being no further business, Chairperson McGary asked for a motion for adjournment. The motion was made by Mrs. Robinson, seconded by Mr. Player and was unanimous.

The meeting was adjourned at 5:15 p.m.

Respectfully submitted,

Lisa Novick
Historic Resources Planner/Commission Secretary

LN/be

PLANNING DEPARTMENT

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CUMBERLAND COUNTY JOINT PLANNING BOARD

John Britt
CHAIRMAN

George Vaughan
PLANNING DIRECTOR

MINUTES
CUMBERLAND COUNTY JOINT PLANNING BOARD
FEBRUARY 4, 1992
7:30 P.M.

Members Present

John Britt, Chairman
John Davis, Vice-Chairman
David Hasan
Merrill McLaurin
Robert McNeill
Ernest Morine
William Tew
Peggy Vick

Members Absent

John Canady
Dawson Carr
James Lucas
W.E. Maxwell, Sr.
Roland Schmidt

Staff Present

George Vaughan
Frances Jackson

1. ROLL CALL AND APPROVAL OF THE MINUTES OF THE JANUARY 21, 1992 REGULAR MEETING

Chairman Britt called the meeting to order at 7:35 p.m. in Public Hearing Room #3 of the Old County Courthouse. He asked if there were any corrections to the Minutes. A motion was made by Vice-Chairman Davis and seconded by Mr. Hasan to approve the Minutes of January 21, 1992 as written. The motion passed unanimously.

2. DISCUSSION

A. BRIEFING ON AMERICANS WITH DISABILITIES ACT

Ms. Frances Jackson briefed the Board on the Fayetteville Area System of Transit Americans with Disabilities Act (ADA) and the ADA legislation. Ms. Jackson reviewed the necessary changes in equipment to take place on the fixed route system as well as the vans operated by the City and Human Services Transportation.

The Board discussed the need for transportation services outside of the City of Fayetteville area for the general population as well as for persons with disabilities.

B. UPDATE ON COMPREHENSIVE PLAN

Mr. Vaughan briefed the Board on the Governmental Association meeting and stated that the staff intends to finish the map for the March 31, 1992 Governmental Association meeting.

INFORMATION

Chairman Britt asked about the status of the Downtown element. Mr. Vaughan indicated that the staff has revised the draft to incorporate comments and has asked the Olde Fayetteville staff to review it. Chairman Britt asked that members of the Planning Board receive copies of the draft.

C. MARCH 3, 1992 DINNER MEETING - DISCUSSION OF THREE-YEAR WORK PLAN

Mr. Vaughan discussed with the Board the content of the meeting for the March 3, 1992 Planning Board meeting regarding the Three-Year Work Program. The Board agreed to meet at 6:30 p.m.

D. BUDGET AMENDMENT

Chairman Britt stated that the Administrative Committee met at 6:45 p.m. to consider a matter involving a Planning staff member and the Town of Stedman. He indicated that the Administrative Committee felt that the Town is due reimbursement for additional expense caused by the Planning staff. A motion was made by Mr. McNeill and seconded by Ms. Vick to direct the Planning Director to amend the budget to comply with the Town's request. The motion passed unanimously.

3. ADJOURNMENT

There being no further business, the meeting adjourned at 8:02 p.m.

bs