

FAYETTEVILLE CITY COUNCIL  
AGENDA  
REGULAR MEETING  
AUGUST 3, 1992  
7:00 P.M.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice to ensure transparency and accountability.

2. In the second section, the author outlines the various methods used to collect and analyze data. This includes both qualitative and quantitative approaches, with a focus on identifying trends and patterns over time.

3. The third section provides a detailed overview of the results obtained from the study. It highlights the key findings and discusses their implications for the field of research.

4. Finally, the document concludes with a series of recommendations for future research. It suggests that further exploration is needed in certain areas to better understand the underlying mechanisms and to develop more effective strategies.



FAYETTEVILLE CITY COUNCIL  
AGENDA  
REGULAR MEETING  
AUGUST 3, 1992  
7:00 P.M.

INVOCATION - PLEDGE OF ALLEGIANCE

RECOGNITION: Miss Fayetteville 1993, Desiree McCormick

ITEM 1. Approval of Agenda

ITEM 2. Consent:

- A. Approve minutes of regular meeting of July 20, 1992.
- B. Set public hearing for September 8, 1992, to consider the rezoning from R6 Residential District to P2 Professional District or to a more restrictive zoning classification for an area located on the east side of Rosehill Road (SR 1615) and the west side of Rosehill Road Extension, between Dowfield and Rutledge Drives. (P92-73)
- C. Set public hearing for August 17, 1992, to consider petitions for 25 miles per hour speed zones on the following streets:
  - 1. Karen Lake Drive
  - 2. Kathy Street
  - 3. Oakwood Street
  - 4. Palomar Street
- D. Authorize readvertisement of sale of property located at 331-333 Hay Street.
- E. Approval of the following budget matters:
  - 1. Adoption of Budget Ordinance Amendment 93-1
  - 2. Adoption of Budget Ordinance Amendment 93-3
- F. Approve bid award for purchase of substation equipment for the Kelly Springfield substation to Power Supply, Inc., low bidder.

ITEM 3. Public Hearings:

- A. Consideration of resolution confirming assessment roll and levying assessments for sanitary sewer collection system into the following streets:(PWC)
  - 1. Lansdowne Road
  - 2. Farmington Street
  - 3. Elstree Place
  - 4. Dahlgren Avenue
  - 5. Cornish Street

PRESENTED BY: PWC Staff

RECOMMENDED ACTION: Adoption

- B. Consideration of the rezoning from C1P Shopping Center District to C3 Heavy Commercial District or to a more restrictive zoning classification for an area located on the south side of Tamarack Drive, west of Rosehill Road (SR 1615). (P92-68)

PRESENTED BY: Planning Board Staff

RECOMMENDED ACTION: Planning Board recommends denial

ITEM 4. PWC Matters:

- A. Consideration of contract with SCT Governmental Systems, Inc., and Digital Equipment corporation for in-house computer system.

PRESENTED BY: PWC Staff

RECOMMENDED ACTION: Authorize Mayor and Clerk to execute contracts.

- B. Consideration of resolution declaring intent of Council to reimburse PWC from proceeds of tax-exempt financing for construction of a Thermal Energy Storage project at Butler-Warner Generation Plant.

PRESENTED BY: PWC Staff

RECOMMENDED ACTION: Public Works Commission recommends adoption

- C. Consideration of PWC 1992-93 Capital Project Fund.

PRESENTED BY: PWC Staff

RECOMMENDED ACTION: Public Works Commission recommends approval

ITEM 5. Planning Board Matters:

- A. Consideration of the rezoning from R10 Residential District to R5A Residential District or to a more restrictive zoning classification for an area located at the northwest corner of Cain Road and Varrene Court. (P92-63)

PRESENTED BY: Planning Board Staff

RECOMMENDED ACTION: Planning Board recommends denial of R5A and approval of R6

ITEM 6. Consideration of adoption of Capital Project Ordinance 93-1 (Police Department Headquarters Station and park improvements).

PRESENTED BY: City Manager

RECOMMENDED ACTION: Adoption

ITEM 7. Consideration of request to appear before City Council from General Joseph Nagel representing Habitat for Humanity.

- ITEM 8. Consideration of resolution amending policy for disposal of real property.
- PRESENTED BY: City Manager
- RECOMMENDED ACTION: Adoption
- ITEM 9. Consideration of resolutions fixing date of public hearing on question of annexation (five petition-initiated contiguous areas). (Recommended Public Hearing Date is August 17, 1992):
- A. Perry Property (Cedar Creek Road)
  - B. Country Club North, Section 6, Part A, Phase 3 (Property of March Development Corporation)
  - C. Greystone Farms, Section 2 (Property of Broadwell-Weber Investments)
  - D. Country Club Hills - Remainder of land (Property of Broadwell Land Company and Fayetteville Country Club Hills Homeowners Association)
  - E. McLean and Thompson Property (McArthur Road)
- PRESENTED BY: Deputy City Manager
- RECOMMENDED ACTION: Adoption of resolutions
- ITEM 10. Consideration of award of contract for purchase of Mobile Police Station to Gore Trailer Manufacturing, Inc., lowest responsible bidder.
- PRESENTED BY: City Manager
- RECOMMENDED ACTION: Approval
- ITEM 11. Consideration of petition for City acceptance for maintenance of Quiet Cove.
- PRESENTED BY: City Manager
- RECOMMENDED ACTION: No action
- ITEM 12. Consideration of amendment of Section 10-12 of the Fayetteville City Code.
- PRESENTED BY: City Attorney
- RECOMMENDED ACTION: Adoption
- ITEM 13. Appointments:
- A. Election of nominee to Joint Planning Board.
- ITEM 14. Administrative Reports:
- A. Update on Fall Planning Retreat

#### **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.

#### **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.

FAYETTEVILLE CITY COUNCIL  
AGENDA  
REGULAR MEETING  
AUGUST 3, 1992  
7:00 P.M.

INVOCATION - PLEDGE OF ALLEGIANCE

RECOGNITION: Miss Fayetteville 1993, Desiree McCormick

A 9/10 ITEM 1. Approval of Agenda

ITEM 2. Consent:

A. Approve minutes of regular meeting of July 20, 1992.

A  
All but F  
A-E  
9/10

B. Set public hearing for September 8, 1992, to consider the rezoning from R6 Residential District to P2 Professional District or to a more restrictive zoning classification for an area located on the east side of Rosehill Road (SR 1615) and the west side of Rosehill Road Extension, between Dowfield and Rutledge Drives. (P92-73)

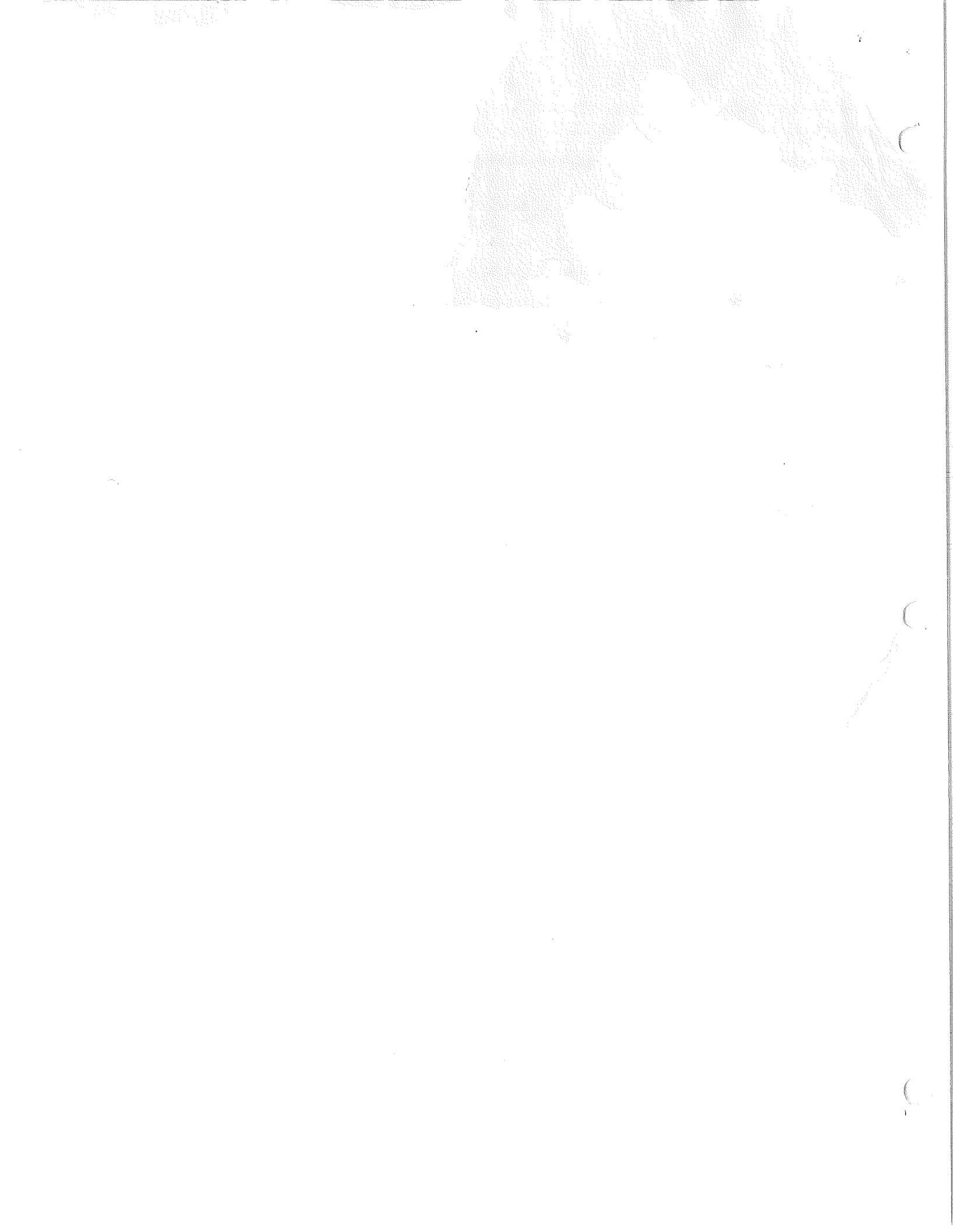
C. Set public hearing for August 17, 1992, to consider petitions for 25 miles per hour speed zones on the following streets:

1. Karen Lake Drive
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3. Oakwood Street
4. Palomar Street

D. Authorize readvertisement of sale of property located at 331-333 Hay Street.

E. Approval of the following budget matters:

1. Adoption of Budget Ordinance Amendment 93-1
2. Adoption of Budget Ordinance Amendment 93-3





A 9/10  
F. Approve bid award for purchase of substation equipment for the Kelly Springfield substation to Power Supply, Inc., low bidder.

ITEM 3. Public Hearings:

Send to  
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(check) 2/7  
Revisit prior assess.

A. Consideration of resolution confirming assessment roll and levying assessments for sanitary sewer collection system into the following streets:(PWC)

- 1. Lansdowne Road
- 2. Farmington Street
- 3. Elstree Place
- 4. Dahlgren Avenue
- 5. Cornish Street

A 6/13 (from  
PWC  
not)

PRESENTED BY: PWC Staff

RECOMMENDED ACTION: Adoption

B. Consideration of the rezoning from C1P Shopping Center District to C3 Heavy Commercial District or to a more restrictive zoning classification for an area located on the south side of Tamarack Drive, west of Rosehill Road (SR 1615). (P92-68)

A  
TO PLB  
8/11 (Kend)  
- bring back  
overlay  
- consider mini-  
storage in C1P

ITEM 4. PWC Matters:

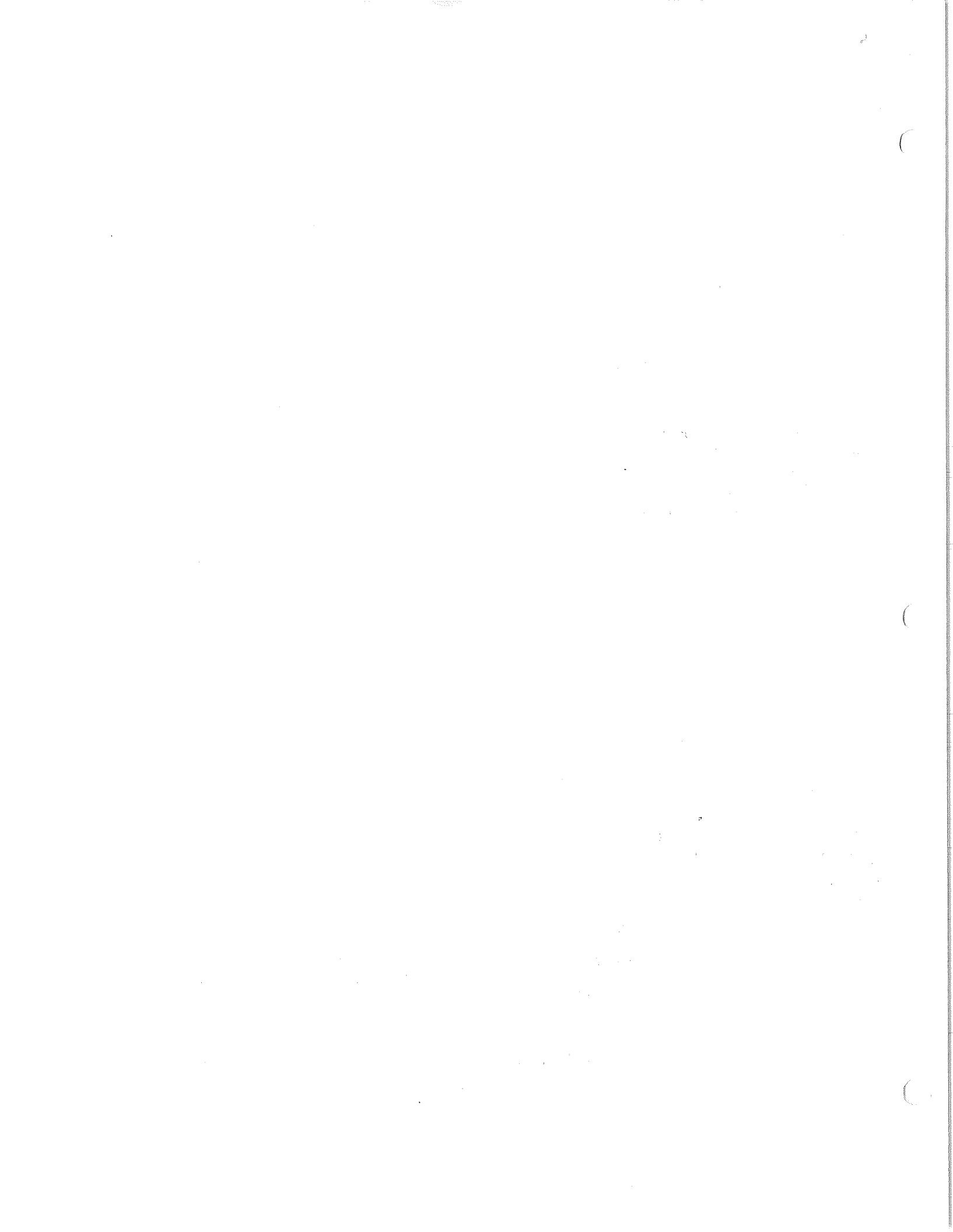
A. Consideration of contract with SCT Governmental Systems, Inc., and Digital Equipment corporation for in-house computer system.

A 9/10

PRESENTED BY: PWC Staff

RECOMMENDED ACTION: Authorize Mayor and Clerk to execute contracts.

27  
9/10  
6/7



A 9/10

B. Consideration of resolution declaring intent of Council to reimburse PWC from proceeds of tax-exempt financing for construction of a Thermal Energy Storage project at Butler-Warner Generation Plant.

PRESENTED BY: PWC Staff

RECOMMENDED ACTION: Public Works Commission recommends adoption

A 9/10

C.

Consideration of PWC 1992-93 Capital Project Fund.

PRESENTED BY: PWC Staff

RECOMMENDED ACTION: Public Works Commission recommends approval

ITEM 5. Planning Board Matters:

A. Consideration of the rezoning from R10 Residential District to R5A Residential District or to a more restrictive zoning classification for an area located at the northwest corner of Cain Road and Varrene Court. (P92-63)

PRESENTED BY: Planning Board Staff

RECOMMENDED ACTION: Planning Board recommends denial of R5A and approval of R6

Delay  
with  
next  
meeting  
8/17

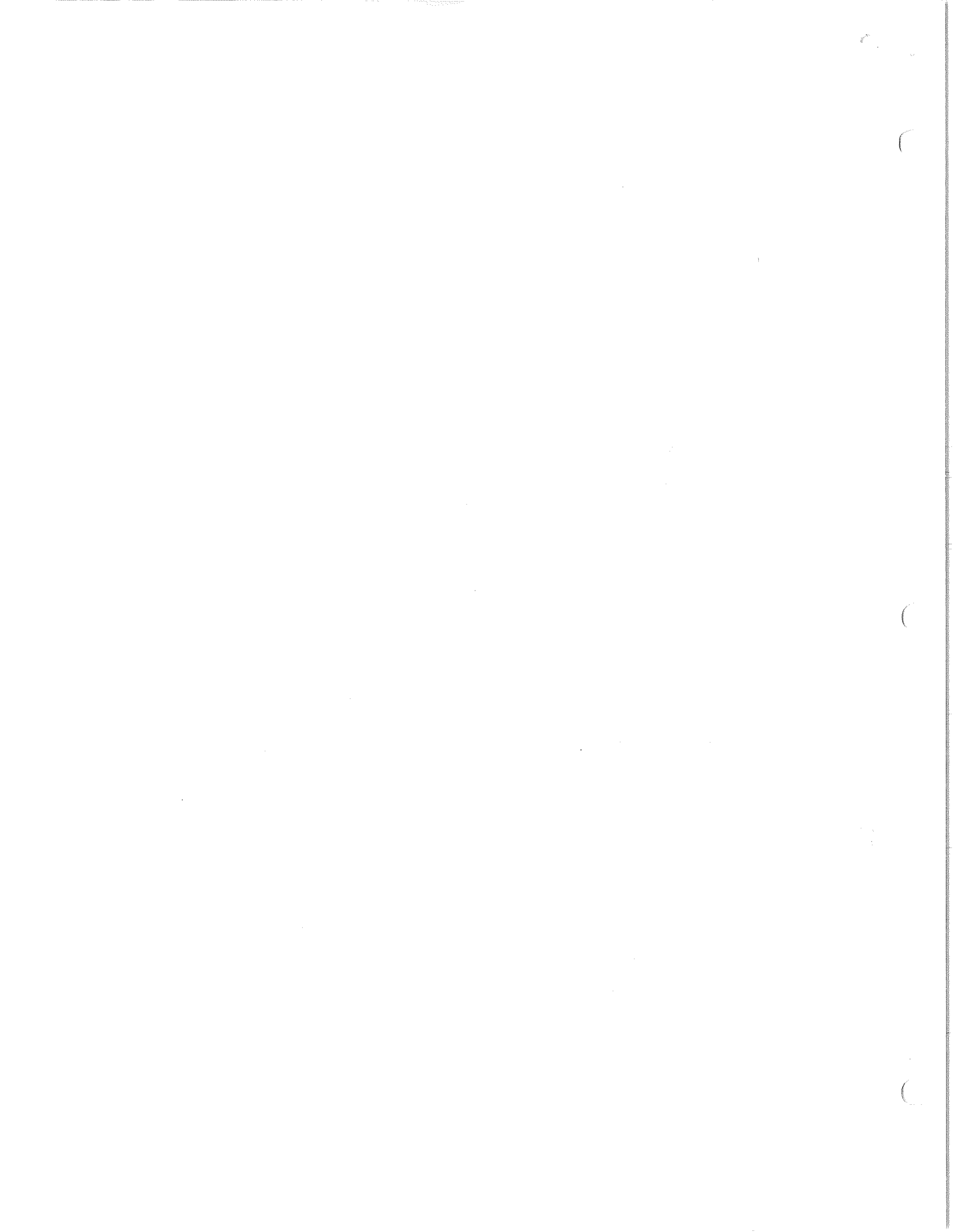
Delay 5/18  
Approval R6

ITEM 6. Consideration of adoption of Capital Project Ordinance 93-1 (Police Department Headquarters Station and park improvements).

A 8/11

PRESENTED BY: City Manager

RECOMMENDED ACTION: Adoption



ITEM 7. Consideration of request to appear before City Council from General Joseph Nagel representing Habitat for Humanity.

*off*  
*cont*  
*to 8/3*

ITEM 8. Consideration of resolution amending policy for disposal of real property.

*A 9/0*

PRESENTED BY: City Manager

RECOMMENDED ACTION: Adoption

ITEM 9. Consideration of resolutions fixing date of public hearing on question of annexation (five petition-initiated contiguous areas). (Recommended Public Hearing Date is August 17, 1992):

- A. Perry Property (Cedar Creek Road)
- B. Country Club North, Section 6, Part A, Phase 3 (Property of March Development Corporation)
- C. Greystone Farms, Section 2 (Property of Broadwell-Weber Investments)
- D. Country Club Hills - Remainder of land (Property of Broadwell Land Company and Fayetteville Country Club Hills Homeowners Association)
- E. McLean and Thompson Property (McArthur Road)

*A 9/0*  
*A & 7/2 (cont)*

PRESENTED BY: Deputy City Manager

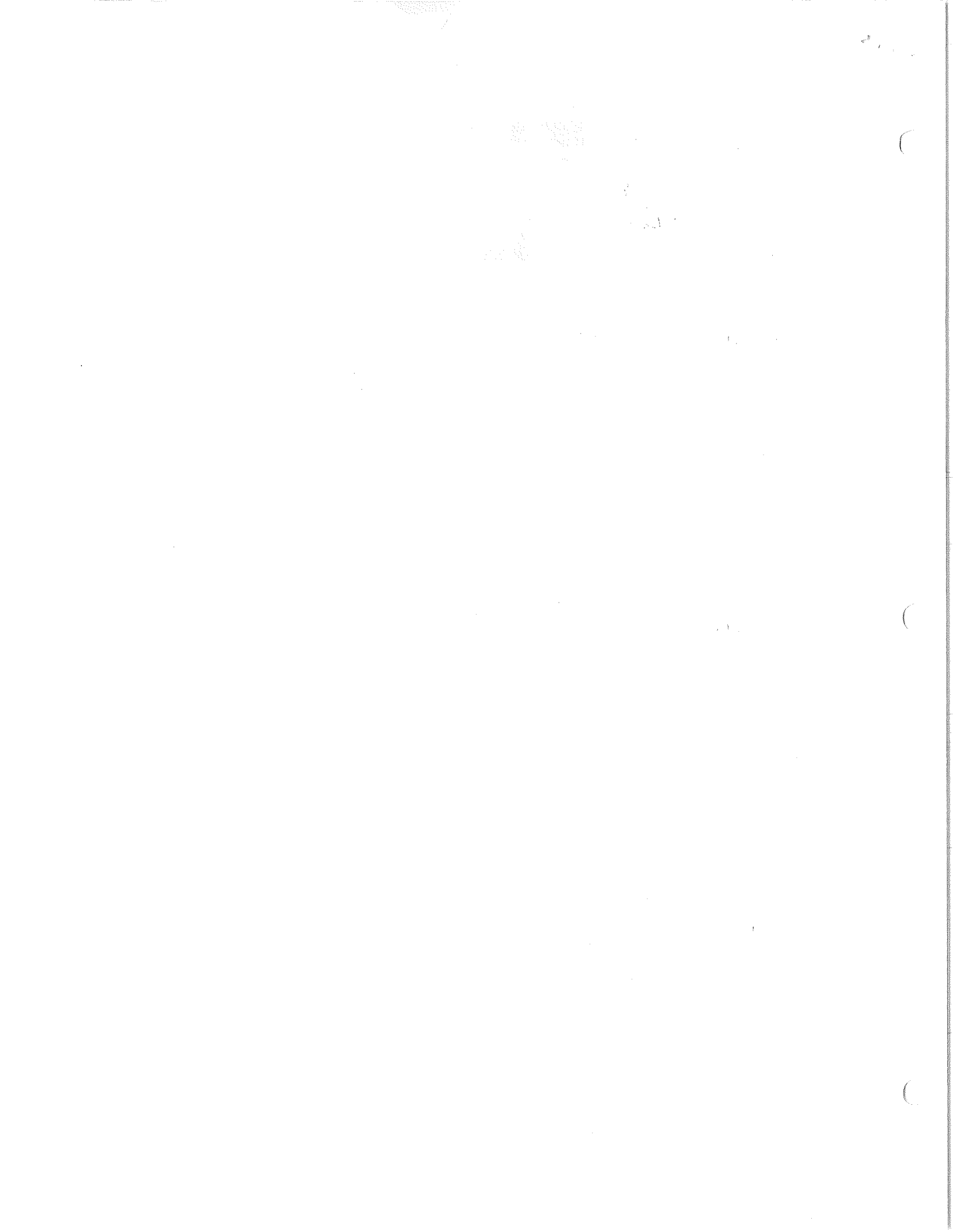
RECOMMENDED ACTION: Adoption of resolutions

ITEM 10. Consideration of award of contract for purchase of Mobile Police Station to Gore Trailer Manufacturing, Inc., lowest responsible bidder.

*A 9/0*

PRESENTED BY: City Manager

RECOMMENDED ACTION: Approval



ITEM 11. Consideration of petition for City acceptance for maintenance of Quiet Cove.

PRESENTED BY: City Manager

RECOMMENDED ACTION: No action

ITEM 12. Consideration of amendment of Section 10-12 of the Fayetteville City Code.

PRESENTED BY: City Attorney

RECOMMENDED ACTION: Adoption

A 9/10

ITEM 13. Appointments:

A. Election of nominee to Joint Planning Board.

*Charleston (4)  
Legatsky (5)*

ITEM 14. Administrative Reports:

A. Update on Fall Planning Retreat

#### POLICY REGARDING NON-PUBLIC HEARING AGENDA ITEMS

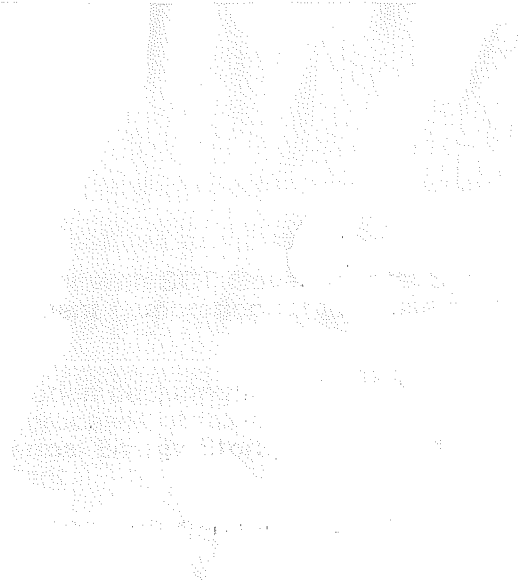
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**AUGUST 3, 1992 COUNCIL MEETING**

**RECOGNITION:**

**MISS FAYETTEVILLE 1993**

**DESIREE McCORMICK**

R E C O G N I T I O N

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice to ensure transparency and accountability.

2. The second section outlines the procedures for handling discrepancies between the recorded amounts and the actual cash received. It states that any such variance must be investigated immediately and reported to the appropriate authority.

3. The third part of the document details the process of reconciling the accounts at the end of each month. It requires that the total amount recorded in the books must match the total amount shown in the bank statements.

4. The fourth section discusses the role of the internal audit department in monitoring the financial records. It notes that the audit team should conduct regular reviews to identify any potential areas of concern.

5. The fifth part of the document describes the process of preparing the annual financial statements. It highlights the need for a thorough review of all records to ensure that the statements accurately reflect the organization's financial performance.

6. The sixth section outlines the requirements for the external audit. It states that the organization must provide all necessary documentation to the auditors and cooperate fully with their inquiries.

7. The seventh part of the document discusses the importance of maintaining up-to-date records of all assets and liabilities. It emphasizes that this information is crucial for the organization's financial health and stability.

8. The eighth section outlines the procedures for the disposal of assets. It states that any disposal must be properly documented and approved by the appropriate authority.

9. The ninth part of the document discusses the process of handling any changes to the financial records. It requires that any such changes be properly justified and approved by the appropriate authority.

10. The tenth and final section of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice to ensure transparency and accountability.



# DRAFT

FAYETTEVILLE CITY COUNCIL AGENDA  
REGULAR MEETING MINUTES  
CITY HALL COUNCIL CHAMBERS  
433 HAY STREET  
MONDAY, JULY 20, 1992  
7:00 P.M.

Present: Mayor J. L. Dawkins

Councilmembers J. Breeden Blackwell (at-large);  
Milo McBryde (at-large); Tommy Bolton  
(District 1); Ida Ross (District 2);  
Robert A. Massey, Jr. (District 3);  
Thelbert Torrey (District 4); Suzan Cheek  
(District 5); and Mark Kendrick (District  
6)

Absent: Nat Robertson, Jr. (at-large) - excused

Others Present: John P. Smith, City Manager  
Roger L. Stancil, Deputy City Manager  
John B. Brown, Jr., Assistant City Manager  
for Administration and Finance  
Jimmy Teal, Assistant City Manager for  
Planning and Development  
Robert C. Cogswell, Jr., City Attorney  
Jason Brady, Public Information Officer  
Mike Walker, City Engineer  
Pete Piner, Fire Chief  
Louis Chalmers, Traffic Services Director  
Gerald Croll, Engineer II  
Tom Ray, Airport Manager  
Tom McNeill, PWC Property Acquisition  
Supervisor  
Henry Powers, PWC Water/Sewer Operations  
Superintendent  
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

Reverend Cureton Johnson, Moore Street First Baptist Church offered the invocation followed by the Mayor leading in the Pledge of Allegiance to the American Flag.

#### RECOGNITION

First Place Winners in 5th Grade Division at National Invitational Double Dutch Classic (rope jumping). Team members from Edgewood Recreation Center that were present tonight were Tanilya Ferguson and Tenisha Washington. Other team members were Tenisha McClain and Tewanna Autry.

Mayor Dawkins recognized Robby Eaves, Youth Council member present tonight.

Councilmember Bolton moved to excuse Councilmember Robertson as requested, seconded by Councilmember Kendrick and carried unanimously 8 to 0.

#### 1. Approval of Agenda

City Manager John Smith requested Council change Item 2B to read "advertise sale" instead of "approve sale" due to an upset bid that had been received. Councilmember Kendrick moved to approve the agenda with the change in Item 2B, seconded by Councilmember Bolton and carried unanimously 8 to 0.

2. Consent:

A. Approve minutes of regular meeting of July 6, 1992.

Mayor Dawkins presented the consent agenda and asked if any items should be removed before calling for action. Councilmember Massey requested to pull Items C and E. Councilmember McBryde moved to approve the consent agenda with the exception of Items C and E and the change in Item 2B. After a second from Councilmember Bolton, the consent agenda and following items were unanimously approved.

B. Advertise sale of property at 331 and 333 Hay Street to Inge Gaspar.

C. (Pulled for discussion)

D. Adopt resolution declaring cost and ordering preparation of preliminary assessment roll and setting time and place for public hearing on preliminary assessment roll for installation of sanitary sewer collection system in: (Public Hearing date: August 17, 1992) (PWC)

- |                      |                  |
|----------------------|------------------|
| 1. Hearthstone Drive | 5. Old Gate Road |
| 2. Onie Court        | 6. Docia Circle  |
| 3. Morganton Road    | 7. Merritt Drive |
| 4. Maywood Avenue    | 8. Pamalee Drive |

RESOLUTION DECLARING COST AND ORDERING PREPARATION OF PRELIMINARY ASSESSMENT ROLL AND SETTING TIME AND PLACE FOR PUBLIC HEARING ON PRELIMINARY ASSESSMENT ROLL FOR INSTALLATION OF SANITARY SEWER COLLECTION SYSTEM. RESOLUTION NO. R1992-097.

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

E. (Pulled for discussion)

F. Adopt Capital Project Ordinance Amendment Change 93-1 (CAP 90-8).

Council authorized construction contract on May 18, 1992, for the fire training facility for the Airport Improvement Project No. 12. The cost is now estimated at \$4,646,112 and the original federal grant commitment was \$3,632,174. A 15% amendment in the grant will increase the federal commitment to \$4,177,000 with state and local contributions totalling \$232,056 and \$237,056, respectively.

Project elements and estimated costs are as follows:

Security	\$ 874,718
Environmental Assessment	105,700
Truck Rehabilitation	55,000
Land	88,000
Fire Training Facility	<u>3,522,694</u>
Total	\$4,646,112

G. Adopt ordinance amending Section 28-43(a), Taxicab Ordinance, in regard to maximum number of passengers.

AN ORDINANCE AMENDING SECTION 28.43(a). ORDINANCE NO. S1992-012.

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

2C. Award contract for purchase of approximately 1,320,000 Bill Processing Envelopes (one year's supply) to Tension Envelope Corporation, sole bidder meeting specifications (PWC) in the amount of \$29,383.20.

Councilmember Massey asked for a clarification as to the sole bidder. He asked if there were others offered the opportunity to bid. Mr. Powers responded that PWC had sent requests for bids to seven companies with only one responding. Mr. Massey asked if any of these companies had been minority businesses and Mr. Powers answered that he did not know.

Councilmember Massey moved to award the contract to the sole bidder of Tension Envelope Corporation in the amount of \$29,383.20. The motion was seconded by Councilmember Ross and carried unanimously 8 to 0.

2E. Adopt Special Revenue Project Ordinance Amendment Number 92-5.

Councilmember Massey asked what the increase in equipment consisted of and the decrease in personnel. Mr. Smith responded that the increase was for the trailers for the police mobile units. And the figure shown under personnel was a budget correction.

The Police Department applied for a budget amendment that would increase the State grant by the amount of \$14,905 and increase the local share by \$4,968, resulting in a total grant of \$130,141 from the original awarded amount of \$110,268. This is an increase of \$19,873 for the program which is designed to provide a systematic approach to drug prevention and other criminal problems in neighborhoods.

Councilmember Massey moved to adopt the special revenue project ordinance amendment No. 92-5, seconded by Councilmember Ross and carried unanimously 8 to 0.

3. Public Hearings:

Mayor Dawkins read the policy on the time limit for the public hearings and nonpublic hearings.

A. Consideration of rezoning from R10 Residential District to R5 Residential District or to a more restrictive zoning classification for an area located at 3000 Lake Club Drive. (P92-55)

This item was presented by Al Mitchell, Assistant Planning Director, stating that there was a valid protest petition and the Planning Staff and Planning Board recommends denial based on the fact that this tract does not meet the criteria for high density residential district and the 1971 and proposed 2010 Land Use Plans call for the low-density residential development at this location.

The public hearing was opened at 7:15 p.m. and speaking in favor of the rezoning was Victor Hyatt, 3000 Lake Club Drive, representing the Moose Lodge. He stated they are appealing the Planning Board's denial because they feel it is in the Moose Lodge's best interest to make the best use of their property as they see fit, and this rezoning is one of the best ways they see of doing this. Council had a question and answer session with Mr. Hyatt.

Appearing in opposition was Mr. Glen Jernigan, representing Briarwood/Clairway subdivisions. He stated that this would increase the traffic flow and the residents are concerned with the flood plain, egress and ingress would be limited, there are some safety factors, decreasing property values and the adverse effect this rezoning could have on the quality of life. There were approximately 115 residents appearing in opposition to this rezoning.

Mr. Ed Donaldson, 2415 Rolling Hill Road concurred with Mr. Jernigan and added that he has concerns about the crime

rate, the dam needing repair and the strain the rezoning would create on the schools in the area. The public hearing was closed at 7:30 p.m.

Councilmember McBryde moved to deny the rezoning request, seconded by Councilmember Kendrick and carried unanimously 8 to 0.

B. Consideration of adoption of resolutions confirming assessment rolls and levying assessments for installation of sanitary sewer collection system in the following streets:

1. U.S. 401 North/Ramsey Street

The public hearing was opened at 7:43 p.m. and there being none to speak in favor or opposition the public hearing was closed.

RESOLUTION CONFIRMING ASSESSMENT ROLLS AND LEVYING ASSESSMENTS FOR INSTALLATION OF SANITARY SEWER COLLECTION SYSTEM. RESOLUTION NO. R1992-098.

Councilmember McBryde introduced the foregoing resolution and moved its adoption, seconded by Councilmember Massey, carried unanimously 8 to 0 at 7:45 p.m.

2. Amstead Avenue

The public hearing was opened at 7:43 p.m. and there being none to speak in favor or opposition the public hearing was closed.

RESOLUTION CONFIRMING ASSESSMENT ROLLS AND LEVYING ASSESSMENTS FOR INSTALLATION OF SANITARY SEWER COLLECTION SYSTEM. RESOLUTION NO. R1992-099.

Councilmember McBryde introduced the foregoing resolution and moved its adoption, seconded by Councilmember Massey, carried unanimously 8 to 0 at 7:45 p.m.

3. Blairmore Place

The public hearing was opened at 7:43 p.m. and there being none to speak in favor or opposition the public hearing was closed.

RESOLUTION CONFIRMING ASSESSMENT ROLLS AND LEVYING ASSESSMENTS FOR INSTALLATION OF SANITARY SEWER COLLECTION SYSTEM. RESOLUTION NO. R1992-100.

Councilmember McBryde introduced the foregoing resolution and moved its adoption, seconded by Councilmember Massey, carried unanimously 8 to 0 at 7:45 p.m.

4. Cliffdale Road

The public hearing was opened at 7:43 p.m. and there being none to speak in favor or opposition the public hearing was closed.

RESOLUTION CONFIRMING ASSESSMENT ROLLS AND LEVYING  
ASSESSMENTS FOR INSTALLATION OF SANITARY SEWER  
COLLECTION SYSTEM. RESOLUTION NO. R1992-101.

Councilmember McBryde introduced the foregoing resolution and moved its adoption, seconded by Councilmember Massey, carried unanimously 8 to 0 at 7:45 p.m.

5. Windermere Drive

The public hearing was opened at 7:43 p.m. and there being none to speak in favor or opposition the public hearing was closed.

RESOLUTION CONFIRMING ASSESSMENT ROLLS AND LEVYING  
ASSESSMENTS FOR INSTALLATION OF SANITARY SEWER  
COLLECTION SYSTEM. RESOLUTION NO. R1992-102.

Councilmember McBryde introduced the foregoing resolution and moved its adoption, seconded by Councilmember Massey, carried unanimously 8 to 0 at 7:45 p.m.

6. Lynhurst Drive

The public hearing was opened at 7:45 p.m. and there was none to speak in favor. Speaking in opposition was Mr. James Broome, 333 Lynhurst Drive, stating that he is being assessed for 75 foot of sewer but there is no sewer in front of his property. His house is being serviced by a 4-inch sewer lateral coming from a manhole adjacent to his property. Mr. Broome stated he did not mind being assessed for what he received but he objected to arbitrarily being assessed for 75 feet of sewer because that is how much front footage he has. He further stated that in order to get to this lateral he had to tear up his driveway and travel diagonally across the front part of his lawn and put in extra sewer pipe by a plumber at additional costs. Mr. Powers responded that it would be a waste of money and everyone's interest to extend the line all the way across their property when all PWC has to do is reach their property to serve it. The 4 inch service is much cheaper than running an 8-inch main and the service is the same.

Mrs. Pearl Martin, 362 Lynhurst Drive, stated she was angry because she had been annexed against their wishes and now they are getting astronomical bills for City sewer being installed to receive City services. Mrs. Martin further stated that a number of the neighbors were not at the meeting tonight because their letter of notice had different dates. She added that this is a low income area with several elderly and sick on a limited income that cannot afford this assessment. Mrs. Martin complained that the large trucks and equipment was driven onto her property with damage also to her mailbox with nothing being done after complaining to an inspector. She also could not get into her driveway for several days because the workers had not fixed the driveway entrance. Mrs. Martin stated her house is on a corner lot and faces Lynhurst Drive. She did not receive notice of this meeting but received information concerning Dahlgren Avenue. Mr. Powers responded he was not aware of any damages to her property and in checking the map it was discovered she was assessed for Dahlgren Avenue beside her property. He would check further and make adjustments to the Lynhurst Drive frontage. Mayor Dawkins asked Mr. Smith to check into the damages to her property.

Mr. Tim Mulhall, 429 Landsdowne Road, stated he was representing a friend, Betty Knox, and concurred with Mrs. Martin concerning older citizens not being able to afford the high assessment. Mr. Mulhall also asked how assessments are figured. Mr. Powers responded that on the last annexation the cost was in excess of \$36 per foot. PWC's assessment was 27% of total cost, leaving 73% to be paid by the City.

There being none further to be heard, the public hearing was closed at 8:00 p.m.

Councilmember Cheek asked Mr. Powers if any penalties were assessed to the contractors due to the problems PWC had with them. Mr. Powers answered there was \$10,000 between the City drainage project and PWC water and sewer project. These figures were deducted from final costs. Councilmember Cheek stated she felt that residents should benefit by paying less assessments rates than others that had no problems. Mr. Smith responded that up until recently, PWC policy was to assess 1/3 of the cost on either side of the road. Since this project was done, PWC has set a lower flat rate of \$12 per foot on sewer making the rate a lot less on this area than it would have been.

Following some discussion, Councilmember Cheek moved to approve the assessment roll at \$11 per foot instead of \$12 as recommended by PWC. There was no second to the motion.

Councilmember McBryde moved to adopt the resolution confirming the assessment roll and levying assessments as recommended, seconded by Councilmember Blackwell and carried 7 to 1 with Councilmember Cheek voting in opposition at 8:13 p.m. The resolution title is as follows:

RESOLUTION CONFIRMING ASSESSMENT ROLL AND LEVYING ASSESSMENTS FOR INSTALLATION OF SANITARY SEWER COLLECTION SYSTEM (Lynhurst Drive). RESOLUTION NO. R1992-103.

Copies of the foregoing resolutions are on the file in the Clerk's office in Resolutions Book R1992.

At this time City Attorney Cogswell stated that we work with the residents any way we can with their assessment payments.

- C. Consideration of adoption of ordinance amending Chapter 20, Motor Vehicles and Traffic, to reduce speed limit to 25 miles per hour for Shannon Drive from a point 880 feet north of the north back of curb on Bragg Boulevard, north to its end.

This item was presented by Traffic Engineer Louis Chalmers with a recommendation to adopt the ordinance.

The public hearing was opened at 8:15 p.m. and there being none to speak in favor or opposition the public hearing was closed.

AN ORDINANCE AMENDING SECTION 20-106, MOTOR VEHICLES AND TRAFFIC (SCHEDULE NO. 8-SPEED CONTROL) ORDINANCE NO. NS1992-030.

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

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

- D. Consideration of adoption of Collector Street Plan.

This item was presented by Traffic Engineer Louis Chalmers stating that this is a public hearing for citizen input since it is time for an update of the plan that was adopted in 1981. He recommended that the proposed Collector Street Plan be adopted.

The public hearing was opened at 8:25 p.m. Mr. Walter Moorman, representing Moorman and Kizer, Inc., expressed concerns about conflict and right-of-ways of residential areas



if a street is put on the plan. Also this could produce a lot of nonconforming properties by cutting off front yards of homes. Mr. Moorman submitted a list of questions to Mr. Chalmers, such as what criteria was used in selecting a street to be added to the Street Collecting Plan.

Mr. Don Broadwell, Broadwell Land Company, requested to have some input in the committee activities for this plan. He stated that most of the time the connector street does not serve the neighborhood it is put into, rather to handle a bottlenecked area. He asked that the City continue it's policy concerning the additional costs.

There being none further to be heard on this matter, the public hearing was closed at 8:33 p.m. Councilmember Bolton moved to refer this item to the Council Streets and Roads Committee and notify those concerned. The motion was seconded by Councilmember McBryde and carried unanimously 8 to 0.

E. Consideration of adoption of ordinance amending Section 2-27, change in statutory reference regarding Historic Resources Commission.

This item was presented by the City Attorney with a recommendation to adopt the ordinance.

The public hearing was opened at 8:35 p.m. and there being none to be heard in favor or opposition to this matter, the public hearing was closed.

AN ORDINANCE AMENDING SECTION 2-27. ORDINANCE NO. S1992-013.

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

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

At this time Councilmember Bolton requested to be excused from tonight's meeting due to a prior commitment at this time and requested that Item 9A be continued until the next regular meeting so that he and Councilmember Robertson could be present to vote on this matter.

9. Appointments:

A. Nominations to fill one vacancy on the Joint Planning Board.

Councilmember Cheek moved to continue Item 9A until the next meeting as requested, seconded by Councilmember McBryde. The vote was 4 to 4 with the Mayor breaking the tie by voting in the affirmative. The motion carried 5 to 4 with Councilmembers Blackwell, Torrey, Ross and Massey voting in opposition.

Councilmember McBryde moved to excuse Councilmember Bolton from the meeting at this time, seconded by Councilmember Cheek and carried unanimously 7 to 0 at 8:38 p.m.

4. Consideration of request from CONTRAVES USA, Inc., to waive the surety bond requirements for the propanecomputer technology contract for fire training facility.

This item was presented by City Attorney Bob Cogswell. He referred to the materials in the agenda packet and the summary paragraph of his memo states that in exchange for waiving the bond requirement and becoming the surety, the City does not have to pay any monies to CONTRAVES USA, Inc., until final completion and acceptance of the project and they have provided

sufficient security to guaranty performance for a period of one year. Based upon this, Mr. Cogswell recommends the surety requirement be waived. He stated that this had FAA approval and the Airport Commission has approved this unanimously.

There was some lengthy discussion with Councilmember Cheek expressing concerns that CONTRAVES might get into a financial bind and request money from the City in the future.

Councilmember Kendrick moved to approve the request to waive the surety bond requirements as recommended, seconded by Councilmember McBryde. Mr. Cogswell requested that the motion include the City Attorney having authority to make any future changes in the amendment and the contract consistent with the conditions agreed upon. Mr. Kendrick included this in his motion. Mayor Dawkins called for a vote and the motion carried 6 to 1 with Councilmember Cheek voting in opposition.

5. Consideration of petition for maintenance of private streets, Stonebridge Section VII.

This item was presented by City Manager John Smith stating that he could not recommend acceptance of any private streets until the Council's Policy Committee has met on the street standards and addressed the entire issue of private streets.

Councilmember Torrey moved to take no action on this item, seconded by Councilmember Kendrick and carried unanimously 7 to 0.

6. Consideration of acceptance of dedication of Briarwood Gardens' private streets known as:

- A. Hanbury Lane
- B. Fashion Lane
- C. Stride Lane

This item was presented by City Manager John Smith with a recommendation to act favorably on this item since Council had previously acted favorably on these petitions.

Councilmember McBryde moved to accept the dedication of Briarwood Gardens' private streets as recommended, seconded by Councilmember Kendrick and carried unanimously 7 to 0.

7. Consideration of acceptance of Interlocal Agreement for purchase, utilization, and sharing of a Geographic Information System.

This item was presented by City Manager John Smith with a recommendation to adopt the Interlocal Agreement.

Councilmember Kendrick moved to adopt the Interlocal Agreement as recommended, seconded by Councilmember Blackwell and carried unanimously 7 to 0.

8. Consideration of adoption of ordinances regulating parking in the City Hall parking lot and the Amtrack/City Employee parking lot.

AN ORDINANCE CREATING NEW SECTIONS 20-67.2 AND 20-67.3 (CITY HALL PARKING LOT AND AMTRACK/CITY HALL EMPLOYEE PARKING LOT). ORDINANCE NO. S1992-014.

Councilmember Kendrick introduced the foregoing ordinance and moved its adoption, seconded by Councilmember Cheek and carried unanimously 7 to 0.

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

9. Appointments:

- A. Nominations to fill one vacancy on the Joint Planning Board.

This item was considered following Item 3E and was unanimously postponed until the August 3, 1992, meeting.

10. Consideration of offer by Prince Charles Hotel to purchase adjacent City-owned property.

This item was presented by City Manager John Smith stating that this property was not included in the original sale because public improvements on public property were part of the grant agreement. The UDAG is now closed out and the grant requirements no longer apply. It is his recommendation to advertise this property for upset bids.

Councilmember McBryde moved to follow the recommendation, seconded by Councilmember Kendrick and carried unanimously 7 to 0.

11. Administrative Reports:

- A. Report on proposed renaming of Murchison Road.

Mr. Smith responded to a letter received from NCDOT concerning Council's action to rename Murchison Road to Martin Luther King Boulevard. He stated that the letter is somewhat unclear.

Councilmember Massey moved that the City Council receive the administrative report on the proposed renaming of Murchison Road and authorize the City Manager to seek clarification from the Department of Transportation on the two issues found in Secretary Harrelson's letter to John Smith dated June 29, 1992. Those issues are: (1) under what conditions are roads and state highways renamed--and this is not inquiring about the naming of a portion of a highway in honor of any given celebrity; (2) what situations need to be resolved before the Board of Transportation will consider City Council's request favorably. The motion was seconded by Councilmember Torrey.

At this time Mayor Dawkins informed Reverend Aaron Johnson, present in the audience and requesting to be heard, that this is not a public hearing and he would not be able to speak unless Council asked a direct question. Councilmember McBryde asked Reverend Johnson why he had his hand up. Reverend Johnson asked if the public will have an opportunity for input.

Councilmember Massey responded that the first thing we really need to do is clarify exactly what it is we are dealing with--clarify exactly what our parameters are. He stated that at the appropriate time, obviously Council would not want to do anything that would exclude the citizens of either Murchison Road or the citizens of Fayetteville. Following some discussion, Mayor Dawkins called for a vote on the motion to authorize the City Manager to contact NCDOT for clarification and the vote was unanimous 7 to 0.

- B. Report on disposal of surplus property of minimal value.

A copy of the list of surplus property disposed of is attached to and made a part of these minutes.

- C. Statement of taxes collected for the month of June 1992 from the Cumberland County Tax Collector.

Council accepted the report showing total collections of taxes for the month of June 1992, in the amount of \$158,952.67.

At this time Councilmember McBryde referred to a memo from Traffic Services Director Louis Chalmers to City Manager John Smith in the Information section of the agenda packet concerning a traffic light at Sycamore Dairy Road and Wagoner Drive. He stated he wanted to clarify to Mr. Chalmers that he did not want anything done there, he was only asking if it would not make more sense to put a traffic light where a subdivision empties into a road rather than in front of a shopping center. He asked if the other location warranted the light. Mr. Smith responded that both locations do. Councilmember McBryde then referred to Assistant City Manager for Planning and Development Jimmy Teal's memo of July 15, 1992, concerning the response to his request for a survey of other towns and how they handle assessments. Mr. McBryde stated he wanted more places contacted for a larger study and then set a time to review these. Mr. Smith stated he will get responses from South Carolina also.

Councilmember McBryde asked who decides how we assess water and sewer--is it PWC or Council. Mr. Smith responded that this raises an interesting legal question. The statutes say that City Council assesses but there is a charter provision that says that PWC has the authority to set rates, fees and charges. Mr. Smith stated that we need legal counsel to determine which to follow. PWC has established their assessment rate up to this date.

At this time City Attorney Bob Cogswell informed everyone of two free concerts at Methodist College, one on Tuesday, with Donna Stevenson and one on Wednesday, with Randall Atcheson, both perform regularly at Carnegie Hall and the Opera in New York.

Mayor Dawkins reminded everyone of the joint meeting with PWC in the Council Chamber and then moved to first floor Multipurpose Room on Monday, July 27, at 7:00 p.m.

There being no further business, the meeting was adjourned upon motion and seconded at 9:15 p.m.

Respectfully submitted,

---

Bobbie A. Joyner  
City Clerk

---

J. L. Dawkins, Mayor

BAJ/bef

MEMORANDUM  
July 10, 1992  
Page 2

<u>DATE</u>	<u>SURPLUS ITEMS SOLD</u>	<u>TO WHOM SOLD</u>	<u>SALE PRICE</u>
01-06-92	Salvage Bookshelf	Catherine Elliott	5.00
01-15-92	Salvage Tires	Mullin Tire Barn	105.00
01-21-92	✓ Recycled Paper	Paper Stock Dealers	1307.55
01-21-92	Salvage Batteries	Beacon Auto Parts	60.00
01-21-92	✓ Scrap Metal	Cohen & Green Salvage	637.10
01-23-92	Salvage Lawn Mower	Wade & Sons	50.00
01-23-92	Salvage Air Compressor	Wade & Sons	65.00
01-21-92	Scrap Metal	Cohen & Green Salvage	165.05
01-21-92	Recycled Paper	Paper Stock Dealers	312.90
03-03-92	Salvage Tires	Mullins Tire co.	50.00
03-03-92	Recycled Paper	Paper Stock Dealers	339.60
03-16-92	✓ Scrap Metal	Cohen & Green Salvage	635.51
04-08-92	Scrap Metal	Cohen & Green Salvage	249.15
04-08-92	✓ Recycle Paper	Paper Stock Dealers	668.96
04-29-92	Salvage Batteries	Beacon Auto Parts	40.00
04-29-92	Salvage Tires	Tire Barn	120.00
04-29-92	Recycled Tires	Paper Stock Dealers	392.33
05-13-92	Scrap Metal	Cohen & Green Salvage	343.35
06-11-92	Recycled Paper	Paper Stock Dealers	195.30
06-17 92	Scrap Metal	Cohen & Green Salvage	164.90
06-29-92	Salvage Batteries	Beacon Auto Parts	40.00

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# PLANNING DEPARTMENT

Post Office Box 1829  
Fayetteville, NC 28302  
Telephone (919) 678-7600

## CUMBERLAND COUNTY JOINT PLANNING BOARD

John Britt  
CHAIRMAN

George Vaughan  
PLANNING DIRECTOR

July 29, 1992

MEMO TO: FAYETTEVILLE CITY COUNCIL  
FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD  
SUBJECT: PUBLIC HEARING ITEMS TO BE SET

- A. CASE NO. P92-73. THE REZONING FROM R6 RESIDENTIAL DISTRICT TO P2 PROFESSIONAL DISTRICT OR TO A MORE RESTRICTIVE ZONING CLASSIFICATION FOR AN AREA LOCATED ON THE EAST SIDE OF ROSEHILL ROAD (SR 1615) AND THE WEST SIDE OF ROSEHILL ROAD EXTENSION, BETWEEN DOWFIELD AND RUTLEDGE DRIVES. (FAYETTEVILLE ORDINANCE)

PLANNING BOARD DATE:	JULY 21, 1992
PLANNING BOARD ACTION:	RECOMMENDED DENIAL
CITY COUNCIL SUGGESTED MEETING DATE:	SEPTEMBER 8, 1992

:skc

Attachments

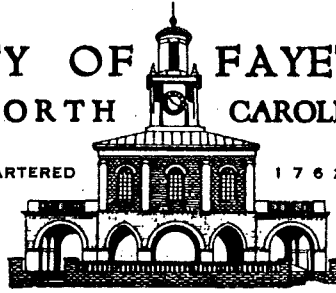
**ITEM 2.B.**

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THE CITY OF FAYETTEVILLE  
NORTH CAROLINA

CHARTERED 1762



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

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

July 29, 1992

MEMORANDUM

TO: John P. Smith, City Manager

FROM: Louis A. Chalmers, Jr., P.E., City Traffic Engineer *LAC*

REFERENCE: Petitions for 25 Miles Per Hour Speed Zone -  
1. Karen Lake Drive, Kathy Street, Oakwood Street  
2. Palomar Street

We have received petitions signed by the majority of residents on the above referenced streets requesting a 25 Miles Per Hour Speed Zone on their streets.

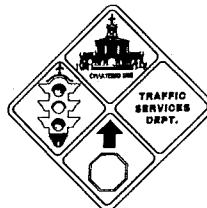
We would suggest that City Council hold a public hearing at their August 17, 1992 meeting to receive public input on these requested speed limit reductions.

LAC/psc

Enclosures  
Petitions  
Area Maps

cc: Roger L. Stancil, Deputy City Manager  
Jimmy Teal, Assistant City Manager - Planning/Development  
William H. Melvin, Signs and Markings Supervisor

An Equal Opportunity



Affirmative Action Employer

ITEM 2.C.



DATE June 25, 1992

We, the undersigned residents of Kathy Street  
from The start of Kathy Street to The end of Kathy Street  
do hereby petition the City Council to reduce the speed limit on our street to 25 Miles Per  
Hour:

PRINTED NAME

ADDRESS

TELEPHONE #

SIGNATURE

✓ GLYNDON D. BELL

4424 KATHY ST.

867-9773

Glyndon D Bell

*ONLY  
HOUSES ON  
KATHY STREET*

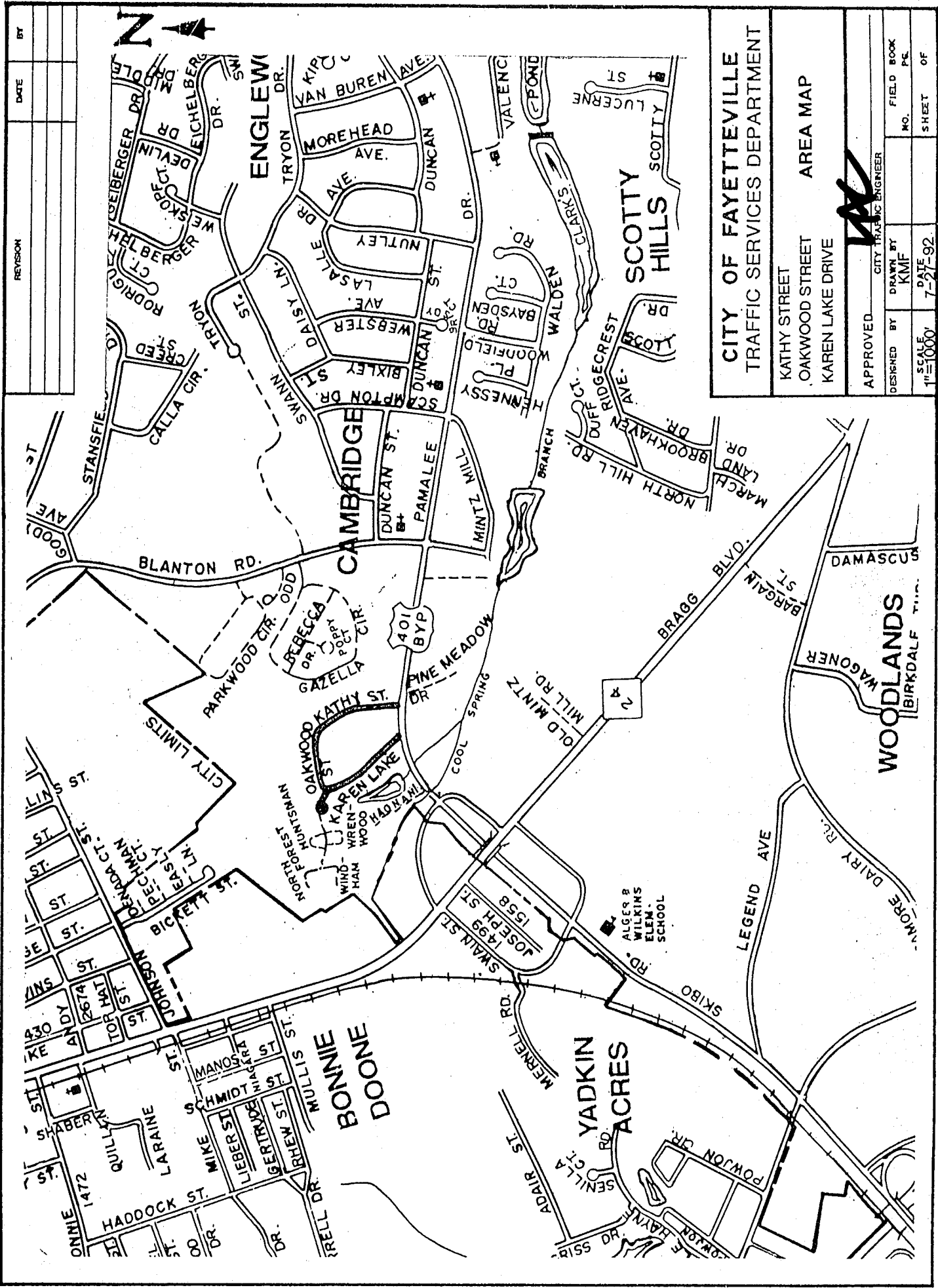


DATE 1 July 92

We, the undersigned residents of Palomar St (Westwood Subdivision)  
from Cliffdale Road to Whitney Drive

do hereby petition the City Council to reduce the speed limit on our street to 25 Miles Per  
Hour:

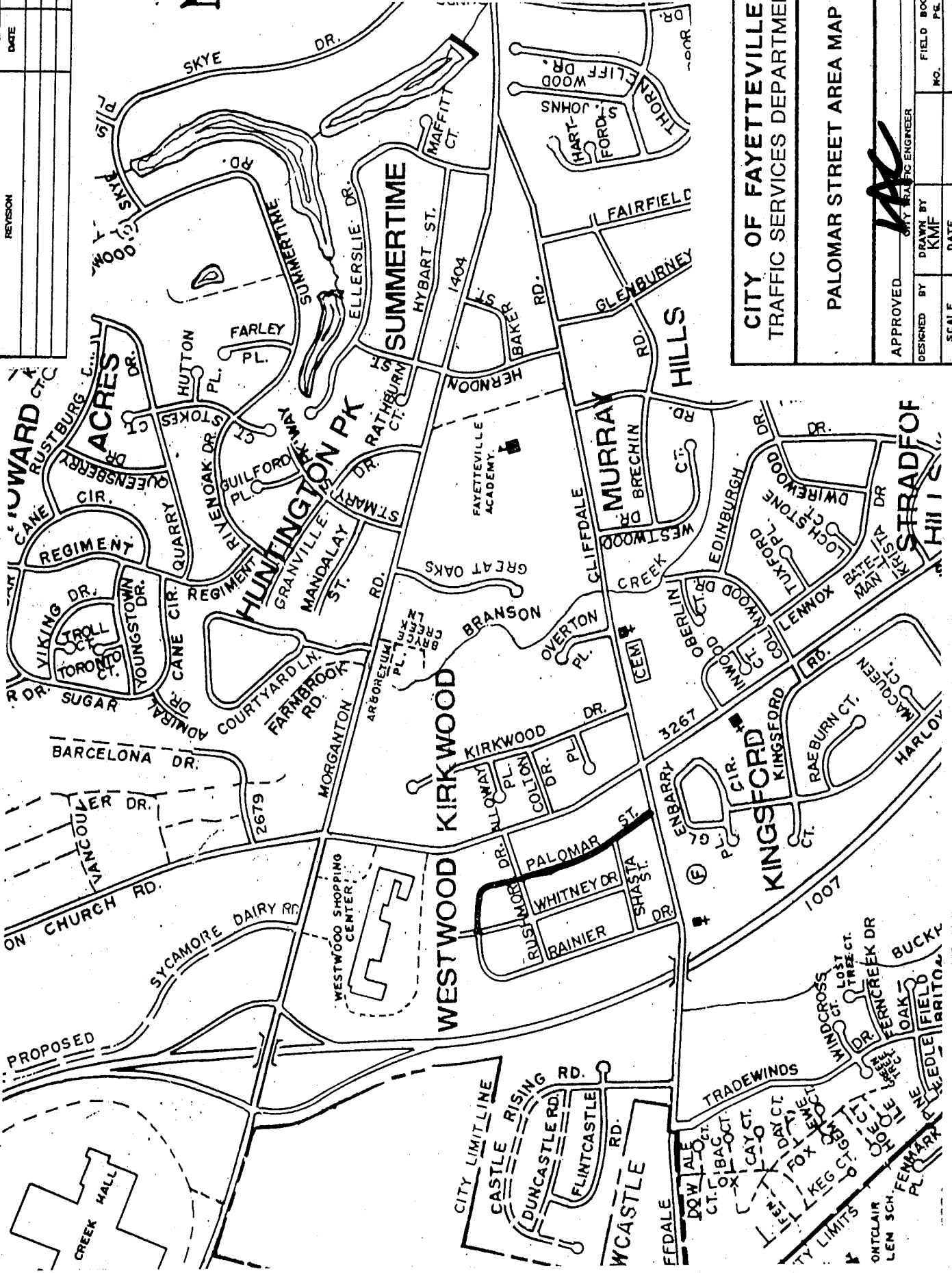
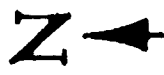
<u>PRINTED NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE #</u>	<u>SIGNATURE</u>
✓ Mrs Clinton L. Rudisill	317 Palomar St.	868-5512	Mary H. Rudisill
✓ Mr. & Mrs Michael Fletcher	321 Palomar St.	867-2382	Laura L. Fletcher
✓ Mr. and Mrs. Charles Maroney	312 Palomar St	867-7664	Judy Maroney
✓ Mrs Richard Earle	313 Palomar St	864-4560	Catherine Earle
✓ Mrs. Colleen L. Alding	324 Palomar St	867-2728	Colleen Alding
✓ Mrs Joseph Rodwin	332 Palomar St	867-0393	Mrs. J. J. Rodwin
✓ Ann Parker	320 Palomar St	482 1563	Ann Parker
✓ Abigail Hurt	304 Palomar St	867 5495	Abigail Hurt
✓ Mrs EDWARD BATES	305 PALOMAR ST	867-0946	Mrs Edward Bates
✓ HARRY A DODDY	328 Palomar St	864 2141	Harry A. Doddy
✓ Sally L. Scarpa	345 Palomar St.	864-8577	Sally L. Scarpa
✓ Alice Zahran	335 Palomar		Alice Zahran
✓ FRANCES THORNE	309 PALOMAR ST.	867-2050	Frances Thorne
✓ Jim Paul	329 Palomar St.	867-8914	Jim Paul
✓ Joe SULLIVAN	339 PALOMAR ST	867-7932	Joe Sullivan
✓ Edward FAIRCLOTH JR	304 Palomar St	487 1459	Edward Faircloth Jr



CITY OF FAYETTEVILLE TRAFFIC SERVICES DEPARTMENT	
KATHY STREET OAKWOOD STREET KAREN LAKE DRIVE	AREA MAP
APPROVED	CITY TRAFFIC ENGINEER
DESIGNED BY	KMF
SCALE	1"=1000'
DATE	7-27-92
NO.	FIELD BOOK
	PAGE
	OF


REVISION	DATE	BY

REVISION	DATE	BY



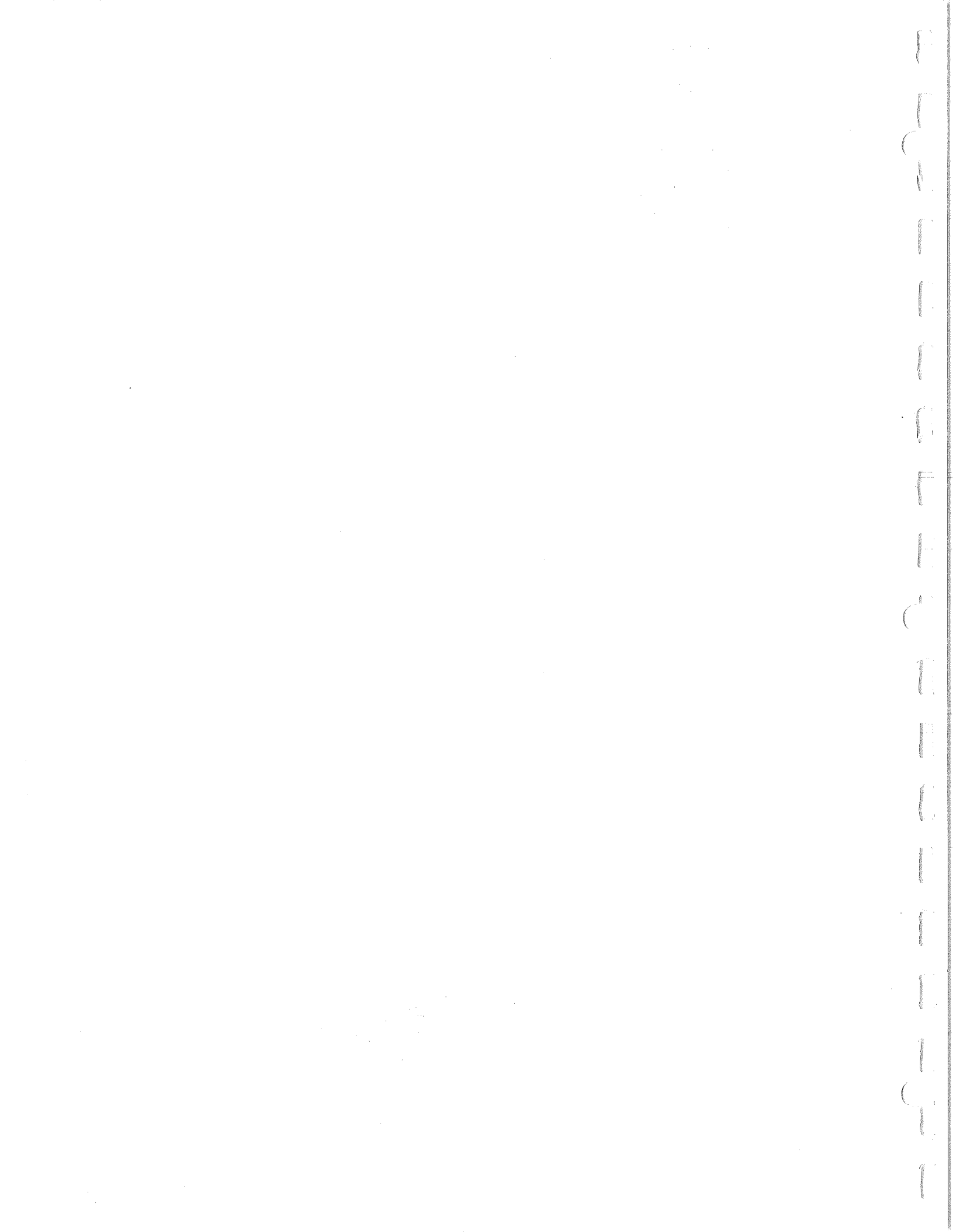
**CITY OF FAYETTEVILLE**  
**TRAFFIC SERVICES DEPARTMENT**

**PALOMAR STREET AREA MAP**

APPROVED:  CITY TRAFFIC ENGINEER

DESIGNED BY: **KMF** DRAWN BY: **KMF** FIELD BOOK NO. **7-27-92**

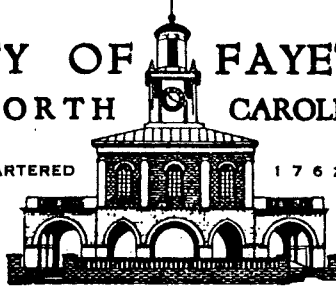
1" = 1000' DATE: **7-27-92** SHEET **OF**





THE CITY OF FAYETTEVILLE  
NORTH CAROLINA

CHARTERED 1762



CITY MANAGER

FAYETTEVILLE, NC 28301-5537

433 HAY STREET

JULY 30, 1992

MEMORANDUM

TO: The Mayor and Members of City Council  
FROM: John P. Smith, City Manager *JPS*  
SUBJECT: 331-333 Hay Street

We have received another upset bid on 331-333 Hay Street. I recommend we advertise this bid.

JPS:ssm

An Equal Opportunity  
City of



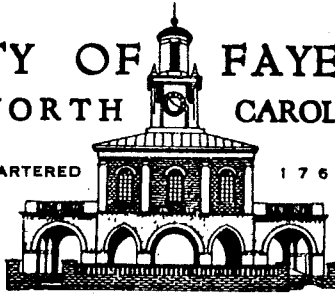
Affirmative Action Employer  
Dogwoods

**ITEM 2.D.**



THE CITY OF FAYETTEVILLE  
NORTH CAROLINA

CHARTERED 1762



FAYETTEVILLE, NC 28302-1748

FINANCE DEPARTMENT  
2ND FLOOR, CITY HALL

433 HAY STREET  
P.O. DRAWER D

July 27, 1992

MEMORANDUM

TO: Kai D. Nelson, Finance Director *KDN*

FROM: Lisa T. Smith, Financial Planning & Reports Manager *LTS*

SUBJECT: Budget Ordinance Amendment 93-1

The attached budget ordinance amendment is necessary to transfer funds from the Engineering Department to the Real Estate Division in the Community Services Department.

Effective July 1, 1992, the Real Estate section was transferred to the Community Services Department in conjunction with the recent reorganization. The amount of the transfer reflects the division's requirements for various operating supplies and services, contract services and equipment.

Please submit Budget Ordinance Amendment 93-1 for Council consideration.

An Equal Opportunity  
City of



Affirmative Action Employer  
Dogwoods

ITEM 2.E.1.



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1992-1993 BUDGET ORDINANCE AMENDMENT  
CHANGE 93-1

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

That the City of Fayetteville Budget Ordinance adopted June 15, 1992, 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, 1992, and ending June 30, 1993 to meet the appropriations listed in Section 2.

ITEM	LISTED AS	REVISION	REVISED AMOUNT
------	-----------	----------	----------------

<u>Schedule A:</u>			
General Fund			
No change in General Fund			
Revenues			

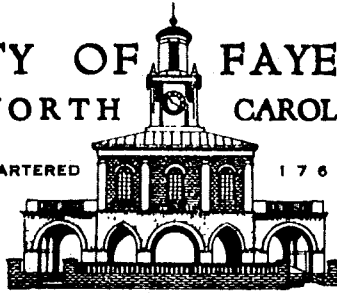
1992 - 1993 BUDGET ORDINANCE AMENDMENT  
CHANGE 93-1

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, 1992, and ending June 30, 1993, according to the following schedules:

ITEM	LISTED AS	REVISION	REVISED AMOUNT
Schedule A:			
General Fund			
Engineering	\$951,522	(\$10,560)	\$940,962
Community Services	291,786	10,560	302,346
All Other General Fund Expenditures	<u>37,771,480</u>	<u>0</u>	<u>37,771,480</u>
	<u>39,014,788</u>	<u>0</u>	<u>39,014,788</u>

THE CITY OF FAYETTEVILLE  
NORTH CAROLINA

CHARTERED 1762



FAYETTEVILLE, NC 28302-1748

FINANCE DEPARTMENT  
2ND FLOOR, CITY HALL

433 HAY STREET  
P.O. DRAWER D

July 29, 1992

MEMORANDUM

TO: Kai D. Nelson, Finance Director *UPR*

FROM: Lisa T. Smith, Financial Planning & Reports Manager *LS*

SUBJECT: Budget Ordinance Amendment 93-3

The attached budget ordinance amendment will appropriate additional fund balance in the amount of \$270,000 for various projects including: renovations to the former City Hall, improvements to the Special Populations Center, modifications to provide access to the handicapped and the repair of the retaining wall at the Central Fire Station.

The projects were included in the City Manager's recommended budget for FY 1992/93; however, approval of the projects was temporarily delayed and therefore not included in the FY 1992/93 budget ordinance.

Please submit Budget Ordinance Amendment 93-3 for Council consideration.

An Equal Opportunity  
City of



Affirmative Action Employer  
Dogwoods

ITEM 2.F.2.





1992 - 1993 BUDGET ORDINANCE AMENDMENT  
CHANGE 93-3

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

That the City of Fayetteville Budget Ordinance adopted June 15, 1992, 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, 1992, and ending June 30, 1993 to meet the appropriations listed in Section 2.

ITEM	LISTED AS	REVISION	REVISED
<u>Schedule A:</u>			
General Fund			
Fund Balance Appropriation	\$852,430	\$270,000	\$1,122,430
All Other General Fund Revenues	<u>38,162,358</u>	<u>0</u>	<u>38,162,358</u>
	<u>\$39,014,788</u>	<u>\$270,000</u>	<u>\$39,284,788</u>

1992 - 1993 BUDGET ORDINANCE AMENDMENT  
CHANGE 93-3

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, 1992, and ending June 30, 1993, according to the following schedules:

ITEM	LISTED AS	REVISION	REVISED
Schedule A:			
General Fund			
Administrative Services	\$1,118,106	\$270,000	\$1,388,106
All Other General Fund Expenditures	<u>37,896,682</u>	<u>0</u>	<u>37,896,682</u>
	<u>\$39,014,788</u>	<u>\$270,000</u>	<u>\$39,284,788</u>

ORIGINAL  
PUBLIC WORKS COMMISSION  
ACTION REQUEST FORM

ITEM NO 4

TO: Mr. Tim Wood, General Manager DATE: July 20, 1992

FROM: Kenneth W. Horne, Purchasing Agent

ACTION REQUESTED: Award bid for (2) S & C Circuit Switchers for the Kelly Springfield Substation

PROJECT NAME: Substation Equipment for the Kelly Springfield Substation  
BID DATE: June 23, 1992 PROJECT NUMBER: N/A

BIDDERS	TOTAL PRICE
Power Supply, Inc., Matthews, NC	\$66,960.00
Elite Electric, Charlottesville, VA	\$68,820.00
Rigby Electric, Rocky Mount, NC	\$67,250.00
Scott-Parish, Raleigh, NC	\$67,282.40

AWARD RECOMMENDED TO: Power Supply, Inc.

BASIS OF AWARD: Lowest bidder

BUDGETED AMOUNT: \_\_\_\_\_  
DEPARTMENT: \_\_\_\_\_

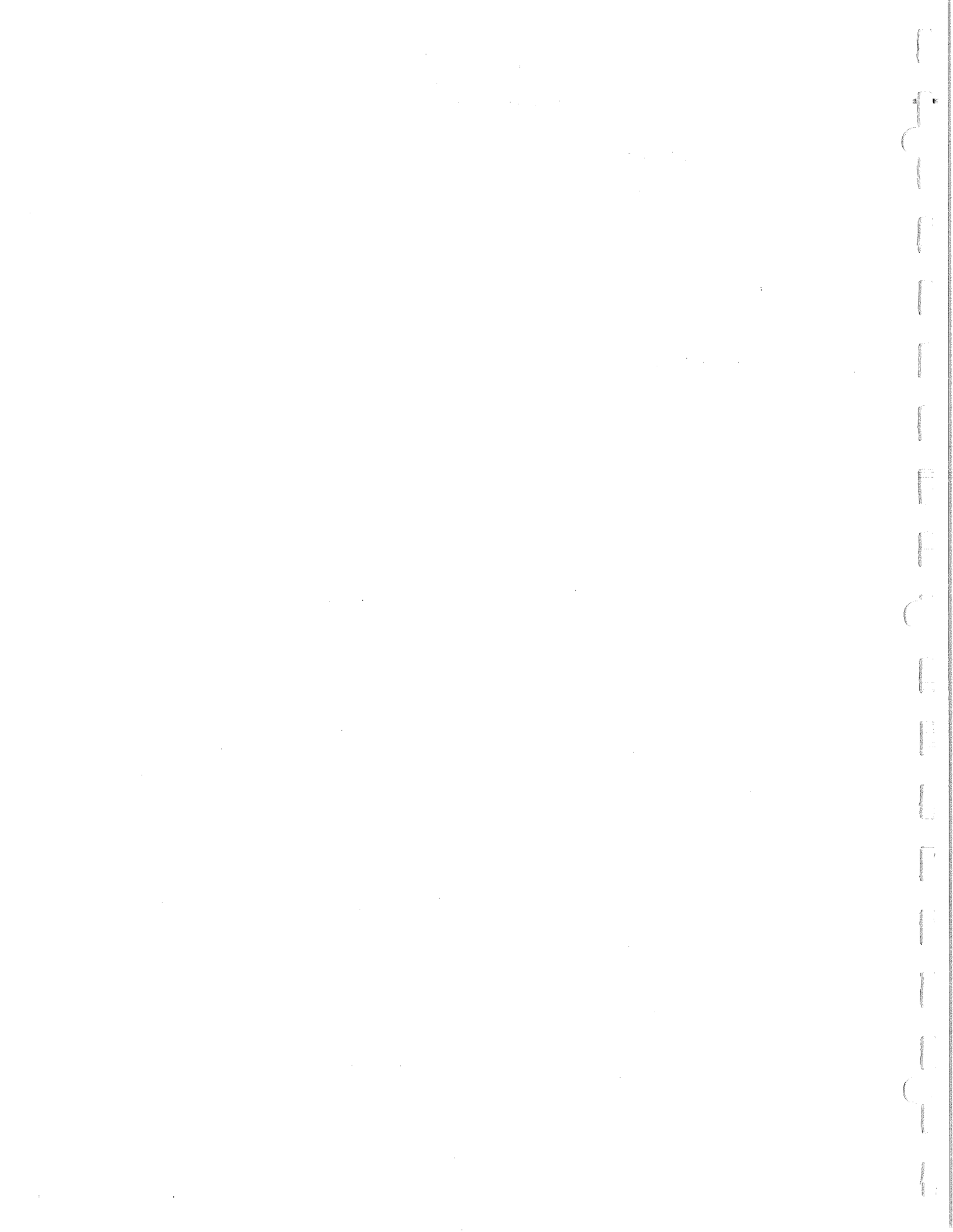
AWARD RECOMMENDED BY: Kenneth Horne and Robert E. Wicker, PE, Booth & Assoc.

COMMENTS: Bids were solicited from ten (10) vendors with four (4) vendors responding.

SUBMITTED BY:  
*Kenneth W. Horne*  
KENNETH W. HORNE  
PURCHASING AGENT

ACTION BY COMMISSION  
APPROVED:  REJECTED: \_\_\_\_\_  
DATE: 7/23/92  
ACTION BY COUNCIL  
APPROVED: \_\_\_\_\_ REJECTED: \_\_\_\_\_  
DATE: \_\_\_\_\_

ITEM 2.F.





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

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

508 PERSON STREET  
P.O. DRAWER 1009  
FAYETTEVILLE, NORTH CAROLINA 28302-1009  
TELEPHONE (AREA CODE 919) 483-1401  
FAX (AREA CODE 919) 483-1429

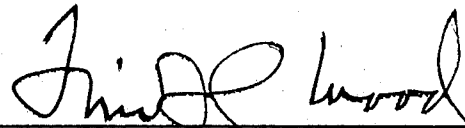
**ELECTRIC & WATER UTILITIES**

**CERTIFICATE OF MAILING OF NOTICES OF PREPARATION OF PRELIMINARY  
ASSESSMENT ROLL AND PUBLIC HEARING TO PROPERTY OWNERS**

TO THE HONORABLE MAYOR AND CITY COUNCIL  
OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA

I, Timothy Wood, General Manager, do hereby certify that notices of preparation of the Preliminary Assessment Roll for sanitary sewer collection system in **LANSLOWNE ROAD, FARMINGTON STREET, ELSTREE PLACE, DAHLGREN AVENUE, AND CORNISH STREET**, and of the public hearing thereon, were mailed by first class mail on the 16th day of July, 1992, to all the owners of real property shown thereon, indicating to each such owner the amount of the assessment against his property.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of July, 1992.

 (SEAL)

Timothy Wood, General Manager





**RESOLUTION CONFIRMING ASSESSMENT ROLL  
AND LEVYING ASSESSMENTS  
FOR INSTALLATION OF SANITARY SEWER COLLECTION SYSTEM**

WHEREAS, the City Council of the City of Fayetteville has on August 3, 1992, held a public hearing, after due notice as required by law, on the Assessment Roll for the extension of sanitary sewer collection system in:

**LANSLOWNE ROAD, west side, from northeast corner of P. J. Lynch .13 acre tract, to southeast corner of Lot 24, Block K, Hermitage Place, Section 7; and, LANSLOWNE ROAD, east side, from Cliffdale Road to Lynhurst Drive; and**

WHEREAS, the City Council has heard all those present who requested to be heard, and has found the said Assessment Roll to be proper and correct.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Fayetteville, that:

1. The Assessment Rolls for the extension of sanitary sewer collection system in **LANSLOWNE ROAD** is hereby declared to be correct, and is hereby confirmed in accordance with Chapter 160A, Section 228, of the General Statutes of North Carolina.
2. The City Council of the City of Fayetteville, pursuant to authority conferred by Chapter 160A, Section 216, of the General Statutes of North Carolina, and following sections, does hereby levy assessments as contained in the said Assessment Roll, attached hereto as Exhibit A and incorporated by reference a if fully set forth herein.
3. The City Attorney is hereby directed to deliver to the PWC Deputy Tax Collector the said Assessment Roll.

**ITEM 3. A. 1**

4. Pursuant to the policy of the City Council of the City of Fayetteville adopted on September 21, 1987, a thirty percent (30%) discount shall be applied to any assessments paid before the expiration of thirty (30) days from the date that notice is published of confirmation of the Assessment Rolls pursuant to Chapter 160A, Section 229, of the General Statutes of North Carolina.
5. The PWC Deputy Tax Collector is hereby charged with the collection of said assessments in accordance with the procedure established by Chapter 160A, Sections 232 and 233, of the General Statutes of North Carolina.
6. The PWC Deputy Tax Collector is hereby further directed to publish once on the 2nd day of September 1992, the notice required by Chapter 160A, Section 229, of the General Statutes of North Carolina.

This the 3rd day of August, 1992, at \_\_\_\_\_ p.m.

\_\_\_\_\_  
J. L. DAWKINS, MAYOR

ATTEST:

\_\_\_\_\_  
BOBBIE A. JOYNER, CITY CLERK

The following City Councilmembers voted for the passage of the above resolution:

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

The following City Councilmembers voted against passage of the above resolution:

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

PUBLISH: September 2, 1992



07/27/92  
16:48:31

Public Works Commission  
Assessment Roll For Water and Sewer  
LANSDDWNE ROAD

Page: 1  
arrrriss

In order by Street, Site Address

Project: HERMITAGE PLACE

Submitted to City Council : 8-3-92

Final Approval by City Council: \_\_\_\_\_

To City Clerk: 7-9-92

To PWC Tax Collector: \_\_\_\_\_

Property Owner	Property Description	Lot#	Book/Page	Frontage	Water	Sewer	Total
TOMOKO N CHRISTOPHER 209 LANSDDWNE ROAD FAYETTEVILLE NC 28314	0407-07-79-0148 209 LANSDDWNE ROAD HERMITAGE BLK I SEC 3	11	977 610	75.00	0.00	900.00	900.00
CHARLES N BUSH 213 LANSDDWNE ROAD Fayetteville NC 28314	0407-07-69-9167 213 LANSDDWNE ROAD HERMITAGE BLK I SEC 3	10	983 25	75.00	0.00	900.00	900.00
ERNEST S BOSHER PO BOX 294 Fayetteville NC 28302	0407-07-69-8117 221 LANSDDWNE ROAD HERMITAGE BLK I	8	2473 385	75.00	0.00	900.00	900.00
JOHNNY A ROBINSON 225 LANSDDWNE ROAD Fayetteville NC 28314	0407-07-69-7148 225 LANSDDWNE ROAD HERMITAGE BLK I SEC 3	7	3729 649	75.00	0.00	900.00	900.00
GALLAGHER PROPERTIES INC 1609 BARBER AVENUE Fayetteville NC 28303	0407-07-69-6168 229 LANSDDWNE ROAD HERMITAGE BLK I SEC 3	6	3779 595	75.00	0.00	900.00	900.00
BOBBIE L ALKINS 231 LANSDDWNE ROAD Fayetteville NC 28314	0407-07-69-5188 231 LANSDDWNE ROAD HERMITAGE BLK I SEC 3	5	3467 360	75.00	0.00	900.00	900.00
MARK J MATTSOIN 235 LANSDDWNE ROAD Fayetteville NC 28314	0407-07-69-5118 235 LANSDDWNE ROAD HERMITAGE BLK I SEC 3	4	3525 431	75.00	0.00	900.00	900.00
MARY JO GRAY 239 LANSDDWNE ROAD Fayetteville NC 28314	0407-07-69-4138 239 LANSDDWNE ROAD HERMITAGE BLK I SEC 3	0	1116 212	150.07	0.00	1,800.84	1,800.84
JIMMIE L SLADE 305 LANSDDWNE ROAD Fayetteville NC 28314	0407-07-69-3172 305 LANSDDWNE ROAD HERMITAGE BLK I SEC 3	2	2760 1	111.30	0.00	1,335.60	1,335.60
JAMES M WALEN 308 LANSDDWNE ROAD FAYETTEVILLE NC 28314	0407-07-69-1163 308 LANSDDWNE ROAD HERMITAGE BLK K SEC 7 & ADJ UN LOT	31	3530 536	90.81	0.00	1,089.72	1,089.72

later main assessment equals: .00 per front footage of property abutting street.

Sanitary Sewer main assessment equals: 12.00 per front footage of property abutting street.

Assessments are to be paid within thirty (30) days after approval of assessment in cash with no interest, or in five (5) annual installments in accordance with N.C.G.S. 160A-232(2), bearing an annual interest of eight percent (8%) payable

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07/27/92  
16:48:31

Public Works Commission  
Assessment Roll For Water and Sewer  
LANSDDOWNE ROAD

Page: 2  
arrrlss

In order by Street, Site Address

Project: HERMITAGE PLACE  
Submitted to City Council : 8-3-92  
Final Approval by City Council:  
To City Clerk: 7-9-92  
To PWC Tax Collector: \_\_\_\_\_

Property Owner	Property Description	Lot#	Book/Page	Frontage	Water	Sewer	Total
LIESELOTTE HILBOURN 312 LYNHURST DRIVE FAYETTEVILLE NC 28314	0407-07-79-1139 312 LYNHURST DRIVE HERMITAGE BLK I SEC 3 ASSMT LANSDDOWNE	12	2581 38	116.99	0.00	1,403.88	1,403.88
FELIX A PENDENCE 28 CHARLES STREET PENACOOK NH 03301	0407-07-69-1064 314 LANSDDOWNE ROAD HERMITAGE BLK K SEC 7	30	2618 117	80.00	0.00	960.00	960.00
GERTRUDE A HJTNER 318 LANSDDOWNE ROAD FAYETTEVILLE NC 28314	0407-07-68-1947 318 LANSDDOWNE ROAD HERMITAGE SEC 7 BLK K	29	2000 341	80.00	0.00	960.00	960.00
SHERIDAN L BYERLY 61 WILDWOOD DRIVE FAYETTEVILLE NC 28304	0407-07-68-0936 322 LANSDDOWNE ROAD HERMITAGE SEC 7 BLK K & REAR .48 AC	28	2964 597	80.00	0.00	960.00	960.00
DEBRA A MUSSELWHITE 328 LANSDDOWNE ROAD FAYETTEVILLE NC 28314	0407-07-68-1801 328 LANSDDOWNE ROAD HERMITAGE	UN	3483 262	75.00	0.00	900.00	900.00
MARY B BGDASHAW 333 LANSDDOWNE ROAD Fayetteville NC 28314	0407-07-68-2652 333 LANSDDOWNE ROAD HERMITAGE BLK H SEC 4	24	2864 783	121.67	0.00	1,460.04	1,460.04
HILDA H TURNER 338 LANSDDOWNE ROAD Fayetteville NC 28314	0407-07-68-0547 338 LANSDDOWNE ROAD HERMITAGE SEC 7 BLK K	24	2007 617	76.59	0.00	919.08	919.08
JOSEPH B TANT JR 1415 FLETCHER DRIVE PHEONIX CITY AL 368671517	0407-07-67-1903 409 LANSDDOWNE ROAD HERMITAGE SEC 4 BLK F	2	3070 533	85.13	0.00	1,021.56	1,021.56
ANTHONY BLACK 413 LANSDDOWNE ROAD Fayetteville NC 28314	0407-07-67-1804 413 LANSDDOWNE ROAD HERMITAGE BLK F SEC 4	1	2941 118	125.93	0.00	1,511.16	1,511.16
JAMES F MULHALL 429 LANSDDOWNE ROAD Fayetteville NC 28314	0407-07-67-1532 429 LANSDDOWNE ROAD HERMITAGE SEC 4 BLK E	1	995 547	105.00	0.00	1,260.00	1,260.00

Water main assessment equals: .00 per front footage of property abutting street.

Sanitary Sewer main assessment equals: 12.00 per front footage of property abutting street.

Assessments are to be paid within thirty (30) days after approval of assessment in cash with no interest, or in five (5) annual installments in accordance with N.C.G.S. 160A-232(2), bearing an annual interest of eight percent (8%) payable

07/27/92  
16:48:31

Public Works Commission  
Assessment Roll For Water and Sewer  
LANSDDWNE ROAD

Page: 3  
arrrriss

In order by Street, Site Address

Project: HERMITAGE PLACE

Submitted to City Council : 8-3-92

Final Approval by City Council: \_\_\_\_\_

To City Clerk: 7-9-92

To PWC Tax Collector: \_\_\_\_\_

Property Owner	Property Description	Lot#	Book/Page	Frontage	Water	Sewer	Total
JOHNNY W THROCKMORTON 455 LANSDDWNE ROAD Fayetteville NC 28314	0407-11-67-2157 455 LANSDDWNE ROAD HERMITAGE BLK D SEC 4	2	996 25	75.00	0.00	900.00	900.00
DOROTHY N WELCH 461 LANSDDWNE ROAD Fayetteville NC 28314	0407-11-67-2088 461 LANSDDWNE ROAD HERMITAGE BLK D SEC 4	1	3725 894	112.56	0.00	1,350.72	1,350.72
JAMES R HEMINGWAY RT 12 BOX 763-B FAYETTEVILLE NC 28306	0407-11-66-3961 465 LANSDDWNE ROAD LT LANSDDWNE ROAD	UN	0 0	150.00	0.00	1,800.00	1,800.00
MARIA E JACKSON 600 4TH AVENUE BRUNSWICK GA 315209511	0407-11-67-2215 6041 BLAIRMORE PLACE HERMITAGE BLK D SEC 4 ASSMT LANSDDWNE	3	2892 97	112.56	0.00	1,350.72	1,350.72
J P RIDDLE PO BOX 53646 Fayetteville NC 28305	0407-07-68-0689 LANSDDWNE ROAD HERMITAGE & LT 26 SEC 7 BLK K	25	2073 113	167.55	0.00	2,010.60	2,010.60
ANNA M HARRIS 329 LANSDDWNE ROAD FAYETTEVILLE NC 28314	0407-07-68-2771 LANSDDWNE ROAD HERMITAGE SEC 4 BLK H	1	1004 615	88.43	0.00	1,061.16	1,061.16
PAMELA J LYNCH 833 BRAGG BOULEVARD FAYETTEVILLE NC 28301	0407-07-69-1260 LANSDDWNE ROAD HERMITAGE BLK K .13 ADJ LT 31	UN	2554 809	20.00	0.00	240.00	240.00
WILLIAM P FITZGERALD 2116 BEDLOE STREET Fayetteville NC 28304	0407-07-69-8197 LANSDDWNE ROAD HERMITAGE BLK I SEC 3	9	2411 769	75.00	0.00	900.00	900.00
					\$ .00	\$ 31,495.03	\$ 31,495.03

28 Owners

Water main assessment equals: .00 per front footage of property abutting street.

Sanitary Sewer main assessment equals: 12.00 per front footage of property abutting street.

Assessments are to be paid within thirty (30) days after approval of assessment in cash with no interest, or in five (5) annual installments in accordance with N.C.G.S. 160A-232(2), bearing an annual interest of eight percent (8%) payable annually.

PUBLIC HEARING - SPEAKERS

SUBJECT: ASSESSMENT - LANSDOWNE RD

DATE: Aug. 3, 1992

PROPONENT (In Favor)

(Name - Print)

(Address - Print)

- 1. P
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

OPPONENT - (Against)

(Name - Print)

(Address - Print)

- 1. PAMELA ALKINS (by letter)
- 2. Garris Neil Harborough (by letter)  
Randall L Robinson
- 3. ~~Ruby + Mack Mattoon~~
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_

- 231 Lansdowne Rd.
- 200 Dick St. Representing neighborhood  
213 Lansdowne Rd.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

PUBLIC HEARING - SPEAKERS

SUBJECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CITIZEN INPUT

(Name - Print)

(Address - Print)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

Hermitage Place Subdivision  
231 Lansdowne Road  
Fayetteville, NC 28314  
July 28, 1992

Ms. Bobbie Joyner, City Clerk  
CITY OF FAYETTEVILLE  
433 Hay Street  
Fayetteville, NC 28301-5537

RE: DESIRE TO SPEAK AT PUBLIC HEARING ON AUGUST 3rd, 1992

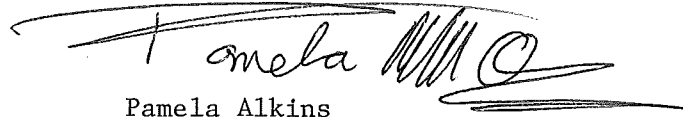
Dear Ms. Joyner:

Please take notice that I, Pamela Alkins, wish to address the City Council at the Public Hearing noted above regarding the assessment roll for my property and that of all individuals in Hermitage Place Subdivision.

I understand that the Public Hearing is to begin at 7:00 p.m. in the Council Chambers of City Hall on Monday, August 3, 1992. I will have handouts to present to the City Councilmen at that time.

Thank you for your attention to my request.

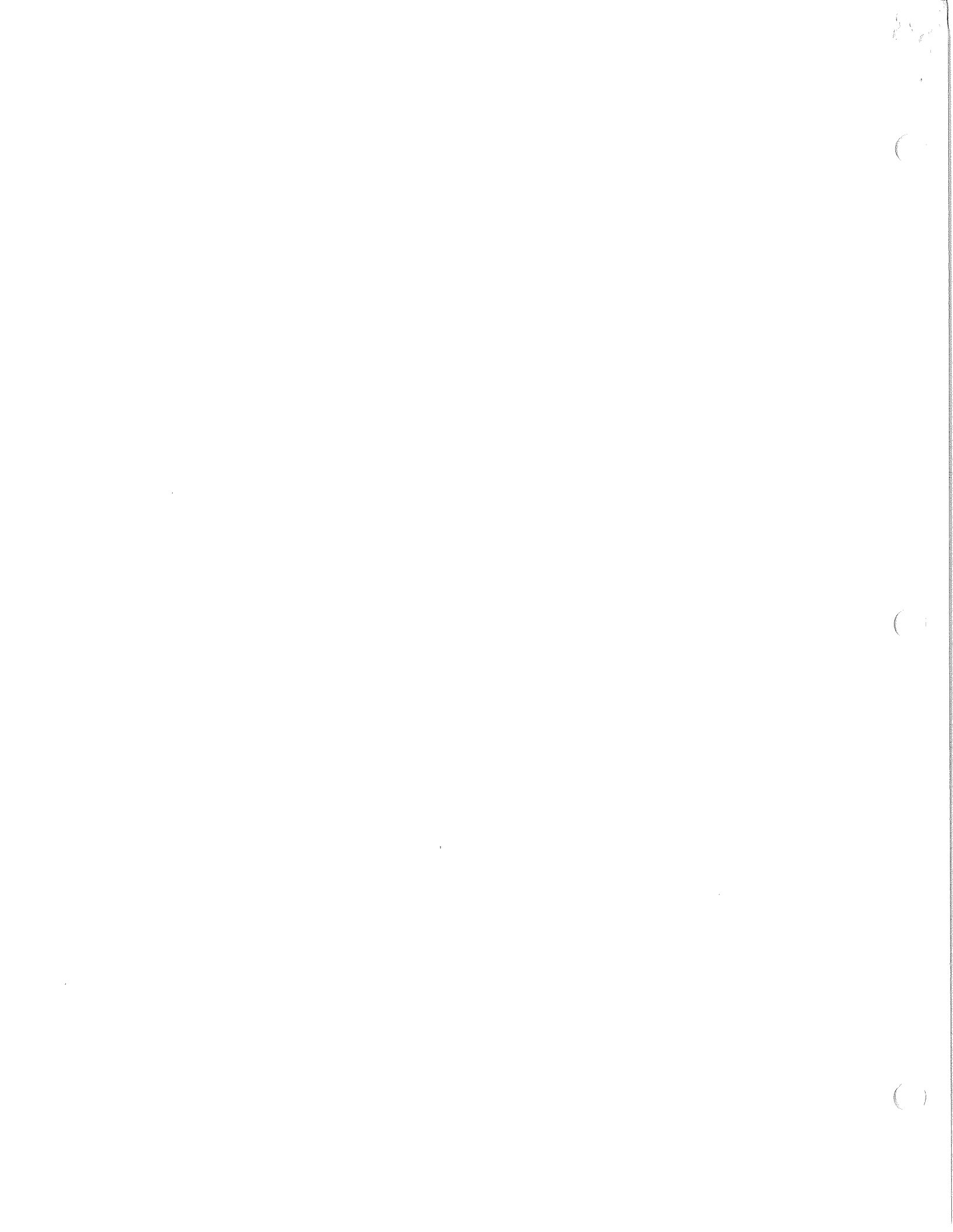
Sincerely,

A handwritten signature in black ink, appearing to read "Pamela Alkins", with a large, stylized flourish extending to the right.

Pamela Alkins

PA/jg

lcc





Garris Neil Yarborough  
Attorney-at-Law  
Heritage Building, Suite A  
200 Dick St., Fayetteville, N.C.

Facsimile: (919) 433-2233

Telephone: (919) 433-4433

FAX COVER SHEET

TO: City Clerk  
FAX NUMBER: 433 1980 DATE: 8/3/92  
FROM: GNY SENDER: GNY  
NUMBER OF PAGES TRANSMITTED (Including this page): 1

Please sign me up as group representative for  
item 3 A 1,2,3,4&5 There may be other people  
in neighborhood speaking also, but I want my three  
minutes and the three of Pearl Martin & Donnie  
... as I have ... as I have to me ...

TOTAL P.01

*Dianna  
Rhodes  
also  
wishes  
her three  
to me.*

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**RESOLUTION CONFIRMING ASSESSMENT ROLL  
AND LEVYING ASSESSMENTS  
FOR INSTALLATION OF SANITARY SEWER COLLECTION SYSTEM**

WHEREAS, the City Council of the City of Fayetteville has on August 3, 1992, held a public hearing, after due notice as required by law, on the Assessment Roll for the extension of sanitary sewer collection system in:

**FARMINGTON STREET, from Lansdowne Road to Lynhurst Drive; and**

WHEREAS, the City Council has heard all those present who requested to be heard, and has found the said Assessment Roll to be proper and correct.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Fayetteville, that:

1. The Assessment Rolls for the extension of sanitary sewer collection system in **FARMINGTON STREET** is hereby declared to be correct, and is hereby confirmed in accordance with Chapter 160A, Section 228, of the General Statutes of North Carolina.
2. The City Council of the City of Fayetteville, pursuant to authority conferred by Chapter 160A, Section 216, of the General Statutes of North Carolina, and following sections, does hereby levy assessments as contained in the said Assessment Roll, attached hereto as Exhibit A and incorporated by reference as if fully set forth herein.
3. The City Attorney is hereby directed to deliver to the PWC Deputy Tax Collector the said Assessment Roll.
4. Pursuant to the policy of the City Council of the City of Fayetteville adopted on September 21, 1987, a thirty percent (30%) discount shall be

**ITEM 3.A.2.**

applied to any assessments paid before the expiration of thirty (30) days from the date that notice is published of confirmation of the Assessment Rolls pursuant to Chapter 160A, Section 229, of the General Statutes of North Carolina.

5. The PWC Deputy Tax Collector is hereby charged with the collection of said assessments in accordance with the procedure established by Chapter 160A, Sections 232 and 233, of the General Statutes of North Carolina.
6. The PWC Deputy Tax Collector is hereby further directed to publish once on the 2nd day of September 1992, the notice required by Chapter 160A, Section 229, of the General Statutes of North Carolina.

This the 3rd day of August, 1992, at \_\_\_\_\_ p.m.

\_\_\_\_\_  
J. L. DAWKINS, MAYOR

ATTEST:

\_\_\_\_\_  
BOBBIE A. JOYNER, CITY CLERK

The following City Councilmembers voted for the passage of the above resolution:

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

The following City Councilmembers voted against passage of the above resolution:

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

PUBLISH: September 2, 1992

07/27/92  
16:50:18

Public Works Commission  
Assessment Roll For Water and Sewer  
FARMINGTON STREET

Page: 1  
arr:155

In order by Street, Site Address

Project: HERMITAGE PLACE

Submitted to City Council : 8-3-92

Final Approval by City Council: \_\_\_\_\_

To City Clerk: 7-9-92

To PWC Tax Collector: \_\_\_\_\_

Property Owner	Property Description	Lot#	Book/Page	Frontage	Water	Sewer	Total
ALVIN H TURNER 313 LANGSDOWNE ROAD Fayetteville NC 28314	0407-07-69-3041 313 LANGSDOWNE ROAD HERMITAGE BLK I SEC 3	1	978 49	131.34	0.00	1,576.08	1,576.08
KAZIMIERZ BALL 321 LANGSDOWNE ROAD Fayetteville NC 28314	0407-07-68-2891 321 LANGSDOWNE ROAD HERMITAGE BLK H SEC 4 ASSMT FARMINGTON	2	1033 429	87.00	0.00	1,044.00	1,044.00
WILLIAM H COLE 6005 FARMINGTON STREET Fayetteville NC 28314	0407-07-68-9880 6005 FARMINGTON STREET HERMITAGE BLK H SEC 3	11	3022 217	75.00	0.00	900.00	900.00
GRADY WILKERSON 6013 FARMINGTON STREET Fayetteville NC 28314	0407-07-69-9091 6006 FARMINGTON STREET HERMITAGE BLK I SEC 3	15	2749 20	75.00	0.00	900.00	900.00
ROBERT K MATLACK 411 THORNCLIFF DRIVE Fayetteville NC 28303	0407-07-68-9800 6009 FARMINGTON STREET HERMITAGE BLK H SEC 3	10	3674 863	75.00	0.00	900.00	900.00
MARY S AVERITT 6010 FARMINGTON STREET Fayetteville NC 28314	0407-07-69-9012 6010 FARMINGTON STREET HERMITAGE BLK I SEC 3	16	976 623	75.00	0.00	900.00	900.00
GRADY L WILKERSON 6013 FARMINGTON STREET FAYETTEVILLE NC 28314	0407-07-68-8821 6013 FARMINGTON STREET HERMITAGE SEC 3 BLK H	9	977 527	75.00	0.00	900.00	900.00
THOMAS A JOHNSON 6014 FARMINGTON STREET Fayetteville NC 28314	0407-07-69-8042 6014 FARMINGTON STREET HERMITAGE BLK I SEC 3	17	3278 689	75.00	0.00	900.00	900.00
FLOYD W RETTMAN 6018 FARMINGTON STREET Fayetteville NC 28314	0407-07-69-7062 6018 FARMINGTON STREET HERMITAGE BLK I SEC 3	18	983 569	75.00	0.00	900.00	900.00
PAUL V GWIAZDZINSKI 6021 FARMINGTON STREET Fayetteville NC 28314	0407-07-68-6872 6021 FARMINGTON STREET HERMITAGE SEC 3 BLK H	7	2550 681	77.62	0.00	931.44	931.44

Water main assessment equals: .00 per front footage of property abutting street.

Sanitary Sewer main assessment equals: 12.00 per front footage of property abutting street.

Assessments are to be paid within thirty (30) days after approval of assessment in cash with no interest, or in five (5) annual installments in accordance with N.C.G.S. 160A-232(2), bearing an annual interest of eight percent (8%) payable

07/27/92  
16:50:18

Public Works Commission  
Assessment Roll For Water and Sewer  
FARMINGTON STREET

Page: 2  
arrrlss

In order by Street, Site Address

Project: HERMITAGE PLACE

Submitted to City Council : 8-3-92

Final Approval by City Council:

To City Clerk: 7-9-92

To PWC Tax Collector: \_\_\_\_\_

Property Owner	Property Description	Lot#	Book/Page	Frontage	Water	Sewer	Total
CHARLES F GILLISPIE 6022 FARMINGTON STREET Fayetteville NC 28314	0407-07-69-6082 6022 FARMINGTON STREET HERMITAGE BLK I SEC 3	19	2006 169	75.46	0.00	905.52	905.52
THERESA A SMITH 6025 FARMINGTON STREET Fayetteville NC 28314	0407-07-68-6802 6025 FARMINGTON STREET HERMITAGE SEC 3 BLK H	6	988 511	77.62	0.00	931.44	931.44
EVA MAE MONROE 6026 FARMINGTON STREET Fayetteville NC 28314	0407-07-69-6013 6026 FARMINGTON STREET HERMITAGE SEC 3 BLK I	20	3352 583	75.46	0.00	905.52	905.52
DEBORAH J DREWIS 6013 FARMINGTON STREET Fayetteville NC 28314	0407-07-68-5832 6029 FARMINGTON STREET HERMITAGE SEC 3 BLK H	5	3418 469	77.62	0.00	931.44	931.44
JOSE LUIS FRAGOSO 6030 FARMINGTON STREET Fayetteville NC 28314	0407-07-69-5033 6030 FARMINGTON STREET HERMITAGE BLK I	21	3504 22	75.46	0.00	905.52	905.52
EDWIN N BAEZ 6033 FARMINGTON STREET Fayetteville NC 28314	0407-07-68-4852 6033 FARMINGTON STREET HERMITAGE SEC 4 BLK H	4	2339 72	77.67	0.00	932.04	932.04
BILLIE C SMITH 6034 FARMINGTON STREET Fayetteville NC 28314	0407-07-69-4052 6034 FARMINGTON STREET HERMITAGE BLK I SEC 3	22	2164 677	88.04	0.00	1,053.48	1,053.48
ARTHUR ELKINS PO BOX 44032 Fayetteville NC 28309	0407-07-68-3881 6037 FARMINGTON STREET HERMITAGE SEC 4 BLK H	3	1077 635	77.62	0.00	931.44	931.44
INGEBORG S TIRENSKY 6017 FARMINGTON STREET Fayetteville NC 28314	0407-07-68-7851 FARMINGTON STREET HERMITAGE BLK F SEC 3	8	3367 681	75.00	0.00	900.00	900.00
					\$0.00	\$18,250.92	\$18,250.92

19 Owners

Water main assessment equals: \$0.00 per front footage of property abutting street.

Sanitary Sewer main assessment equals: 12.00 per front footage of property abutting street.

Assessments are to be paid within thirty (30) days after approval of assessment in cash with no interest, or in five (5) annual installments in accordance with N.C.G.S. 160A-232(2), bearing an annual interest of eight percent (8%) payable annually.

PUBLIC HEARING - SPEAKERS

SUBJECT: ASSESSMENT - FARMINGTON ST.

DATE: Aug. 3, 1992

PROPONENT (In Favor)

(Name - Print)

(Address - Print)

- 1. \_\_\_\_\_
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OPPONENT - (Against)

(Name - Print)

(Address - Print)

- 1. Garris Neil Garbarough (by letter)
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_

- 200 Dick St. representing neighborhood
- \_\_\_\_\_
- \_\_\_\_\_
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- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

PUBLIC HEARING - SPEAKERS

SUBJECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CITIZEN INPUT

(Name - Print)

(Address - Print)

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**RESOLUTION CONFIRMING ASSESSMENT ROLL  
AND LEVYING ASSESSMENTS  
FOR INSTALLATION OF SANITARY SEWER COLLECTION SYSTEM**

WHEREAS, the City Council of the City of Fayetteville has on August 3, 1992, held a public hearing, after due notice as required by law, on the Assessment Roll for the extension of sanitary sewer collection system in:

**ELLSTREE PLACE, from Lansdowne Road to Lynhurst Drive; and**

WHEREAS, the City Council has heard all those present who requested to be heard, and has found the said Assessment Roll to be proper and correct.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Fayetteville, that:

1. The Assessment Rolls for the extension of sanitary sewer collection system in **ELLSTREE PLACE** is hereby declared to be correct, and is hereby confirmed in accordance with Chapter 160A, Section 228, of the General Statutes of North Carolina.
2. The City Council of the City of Fayetteville, pursuant to authority conferred by Chapter 160A, Section 216, of the General Statutes of North Carolina, and following sections, does hereby levy assessments as contained in the said Assessment Roll, attached hereto as Exhibit A and incorporated by reference as if fully set forth herein.
3. The City Attorney is hereby directed to deliver to the PWC Deputy Tax Collector the said Assessment Roll.
4. Pursuant to the policy of the City Council of the City of Fayetteville adopted on September 21, 1987, a thirty percent (30%) discount shall be

**ITEM 3.A.3.**

applied to any assessments paid before the expiration of thirty (30) days from the date that notice is published of confirmation of the Assessment Rolls pursuant to Chapter 160A, Section 229, of the General Statutes of North Carolina.

5. The PWC Deputy Tax Collector is hereby charged with the collection of said assessments in accordance with the procedure established by Chapter 160A, Sections 232 and 233, of the General Statutes of North Carolina.
6. The PWC Deputy Tax Collector is hereby further directed to publish once on the 2nd day of September 1992, the notice required by Chapter 160A, Section 229, of the General Statutes of North Carolina.

This the 3rd day of August, 1992, at \_\_\_\_\_ p.m.

\_\_\_\_\_  
J. L. DAWKINS, MAYOR

ATTEST:

\_\_\_\_\_  
BOBBIE A. JOYNER, CITY CLERK

The following City Councilmembers voted for the passage of the above resolution:

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

The following City Councilmembers voted against passage of the above resolution:

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

PUBLISH: September 2, 1992

07/27/92  
16:46:58

Public Works Commission  
Assessment Roll For Water and Sewer  
ELSTREE PLACE

Page: 1  
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In order by Street, Site Address

Project: HERMITAGE PLACE

Submitted to City Council : 8-3-92

Final Approval by City Council: \_\_\_\_\_

To City Clerk: 7-9-92

To PWC Tax Collector: \_\_\_\_\_

Property Owner	Property Description	Lot#	Book/Page	Frontage	Water	Sewer	Total
MARGARET W JONES STREIT 2220 KINGSWOOD ROAD Fayetteville NC 28303	0407-07-68-1482 345 LANGSDOWNE ROAD HERMITAGE BLK G SEC 4 ASSMT ELSTREE	2	2080 537	83.25	0.00	999.00	999.00
CARMEN G BETANCOURT PO BOX 40201 Fayetteville NC 28309	0407-07-68-9463 6005 ELSTREE PLACE HERMITAGE BLK G SEC 2	12	2727 217	75.00	0.00	900.00	900.00
RAY E BOYLES 6006 ELSTREE PLACE Fayetteville NC 28314	0407-07-68-9675 6006 ELSTREE PLACE HERMITAGE BLK H SEC 2	15	973 403	75.00	0.00	900.00	900.00
ANNA G ANTILL 6009 ELSTREE PLACE FAYETTEVILLE NC 28314	0407-07-68-8483 6009 ELSTREE PLACE HERMITAGE SEC 2 BLK G	11	3437 60	75.00	0.00	900.00	900.00
ARNOLD A HAMMELL 6010 ELSTREE PLACE FAYETTEVILLE NC 28314	0407-07-68-8696 6010 ELSTREE PLACE HERMITAGE SEC 2 BLK H	16	2217 33	75.00	0.00	900.00	900.00
SUZANNE R MCNEILL 6013 ELSTREE PLACE FAYETTEVILLE NC 28314	0407-07-68-8404 6013 ELSTREE PLACE HERMITAGE SEC 2 BLK G	10	2950 465	75.00	0.00	900.00	900.00
JAMES E SPELL 1020 PAMALEE DRIVE FAYETTEVILLE NC 28303	0407-07-68-8626 6014 ELSTREE PLACE HERMITAGE SEC 2 BLK H	17	2456 24	75.00	0.00	900.00	900.00
DONALD W AUTRY RT 1 BOX 69 STEDMAN NC 28391	0407-07-68-7434 6017 ELSTREE PLACE HERMITAGE SEC 2 BLK G	9	2973 433	75.00	0.00	900.00	900.00
MILTON D HIGHSMITH 6018 ELSTREE PLACE Fayetteville NC 28314	0407-07-68-7646 6018 ELSTREE PLACE HERMITAGE BLK H SEC 2	18	2416 335	75.00	0.00	900.00	900.00
JOE L CROMARTIE 6021 ELSTREE PLACE Fayetteville NC 28314	0407-07-68-6455 6021 ELSTREE PLACE HERMITAGE SEC 4 BLK G	8	3596 834	79.67	0.00	956.04	956.04

later main assessment equals: .00 per front footage of property abutting street.

Sanitary Sewer main assessment equals: 12.00 per front footage of property abutting street.

Assessments are to be paid within thirty (30) days after approval of assessment in cash with no interest, or in five (5) annual installments in accordance with N.C.G.S. 160A-232(2), bearing an annual interest of eight percent (8%) payable

07/27/92  
16:46:58

Public Works Commission  
Assessment Roll For Water and Sewer  
ELSTREE PLACE

Page: 2  
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In order by Street, Site Address

Project: HERMITAGE PLACE

Submitted to City Council : 8-3-92

Final Approval by City Council: \_\_\_\_\_

To City Clerk: 7-9-92

To PWC Tax Collector: \_\_\_\_\_

Property Owner	Property Description	Lot#	Book/Page	Frontage	Water	Sewer	Total
FRANCES P COLVIN 6022 ELSTREE PLACE Fayetteville NC 28314	0407-07-68-6677 6022 ELSTREE PLACE HERMITAGE SEC 4 BLK H	19	989 167	73.58	0.00	882.96	882.96
GRACE H BREWER 6025 ELSTREE PLACE Fayetteville NC 28314	0407-07-68-5485 6025 ELSTREE PLACE HERMITAGE SEC 4 BLK G	7	2155 619	79.67	0.00	956.04	956.04
CLAUDE W FRANKLIN 6026 ELSTREE PLACE Fayetteville NC 28314	0407-07-68-5697 6026 ELSTREE PLACE HERMITAGE SEC 4 BLK H	20	3437 62	73.58	0.00	882.96	882.96
OSCAR BRIGMAN 6029 ELSTREE PLACE FAYETTEVILLE NC 28314	0407-07-68-5405 6029 ELSTREE PLACE HERMITAGE SEC 4 BLK G	6	2815 5	79.67	0.00	956.04	956.04
HOWARD W JACKSON 6030 ELSTREE PLACE Fayetteville NC 28314	0407-07-68-5617 6030 ELSTREE PLACE HERMITAGE SEC 4 BLK H	21	3470 318	73.58	0.00	882.96	882.96
CYNTHIA R CARPENTER 6033 ELSTREE PLACE Fayetteville NC 28314	0407-07-68-4434 6033 ELSTREE PLACE HERMITAGE SEC 4 BLK G	5	3671 339	79.67	0.00	956.04	956.04
LLOYD H JACKSON 6034 ELSTREE PLACE Fayetteville NC 28314	0407-07-68-4646 6034 ELSTREE PLACE HERMITAGE SEC 4 BLK H	22	1021 273	73.58	0.00	882.96	882.96
FREDERICK JOHNSON 6037 ELSTREE PLACE FAYETTEVILLE NC 28314	0407-07-68-3454 6037 ELSTREE PLACE HERMITAGE PT LY 4 SEC 4 BLK G	4	3546 819	76.57	0.00	918.84	918.84
RAYMOND S MORLANDO 6038 ELSTREE PLACE Fayetteville NC 28314	0407-07-68-3675 6038 ELSTREE PLACE HERMITAGE SEC 4 BLK H	23	3493 64	79.05	0.00	948.60	948.60
ROBERT A ROGERS PO BOX 413 HOPE MILLS NC 28348	0407-07-68-2483 ELSTREE PLACE HERMITAGE SEC 4 BLK G	3	3435 326	75.00	0.00	900.00	900.00

Water main assessment equals: .00 per front footage of property abutting street.

Sanitary Sewer main assessment equals: 12.00 per front footage of property abutting street.

Assessments are to be paid within thirty (30) days after approval of assessment in cash with no interest, or in five (5) annual installments in accordance with N.C.G.S. 160A-232(2), bearing an annual interest of eight percent (8%) payable

20 Owners

\$ .00    \$18,322.44    \$18,322.44

=====

Water main assessment equals: .00 per front footage of property abutting street.  
Sanitary Sewer main assessment equals: 12.00 per front footage of property abutting street.  
Assessments are to be paid within thirty (30) days after approval of assessment in cash with no interest, or in five (5) annual installments in accordance with N.C.G.S. 160A-232(2), bearing an annual interest of eight percent (8%) payable annually.



PUBLIC HEARING - SPEAKERS

SUBJECT: ASSESSMENT - ELSTREE PL.

DATE: Aug. 3, 1992

PROPONENT (In Favor)

(Name - Print)

(Address - Print)

- 1. Don \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_

OPPONENT - (Against)

(Name - Print)

(Address - Print)

- 1. Garris Neil Yarbrough (by letter) 200 Dick St. representing neighborhood
- 2. Don Antry 6017 Elstree PL
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_

PUBLIC HEARING - SPEAKERS

SUBJECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CITIZEN INPUT

(Name - Print)

(Address - Print)

1. \_\_\_\_\_
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**RESOLUTION CONFIRMING ASSESSMENT ROLL  
AND LEVYING ASSESSMENTS  
FOR INSTALLATION OF SANITARY SEWER COLLECTION SYSTEM**

WHEREAS, the City Council of the City of Fayetteville has on August 3, 1992, held a public hearing, after due notice as required by law, on the Assessment Roll for the extension of sanitary sewer collection system in:

**DAHLGREN AVENUE, from Lansdowne Road to Lynhurst Drive; and**

WHEREAS, the City Council has heard all those present who requested to be heard, and has found the said Assessment Roll to be proper and correct.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Fayetteville, that:

1. The Assessment Rolls for the extension of sanitary sewer collection system in **DAHLGREN AVENUE** is hereby declared to be correct, and is hereby confirmed in accordance with Chapter 160A, Section 228, of the General Statutes of North Carolina.
2. The City Council of the City of Fayetteville, pursuant to authority conferred by Chapter 160A, Section 216, of the General Statutes of North Carolina, and following sections, does hereby levy assessments as contained in the said Assessment Roll, attached hereto as Exhibit A and incorporated by reference as if fully set forth herein.
3. The City Attorney is hereby directed to deliver to the PWC Deputy Tax Collector the said Assessment Roll.
4. Pursuant to the policy of the City Council of the City of Fayetteville adopted on September 21, 1987, a thirty percent (30%) discount shall be

**ITEM 3.A.4.**



applied to any assessments paid before the expiration of thirty (30) days from the date that notice is published of confirmation of the Assessment Rolls pursuant to Chapter 160A, Section 229, of the General Statutes of North Carolina.

5. The PWC Deputy Tax Collector is hereby charged with the collection of said assessments in accordance with the procedure established by Chapter 160A, Sections 232 and 233, of the General Statutes of North Carolina.
6. The PWC Deputy Tax Collector is hereby further directed to publish once on the 2nd day of September 1992, the notice required by Chapter 160A, Section 229, of the General Statutes of North Carolina.

This the 3rd day of August, 1992, at \_\_\_\_\_ p.m.

\_\_\_\_\_  
J. L. DAWKINS, MAYOR

ATTEST:

\_\_\_\_\_  
BOBBIE A. JOYNER, CITY CLERK

The following City Councilmembers voted for the passage of the above resolution:

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

The following City Councilmembers voted against passage of the above resolution:

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

PUBLISH: September 2, 1992

07/28/92  
11:53:32

Public Works Commission  
Assessment Roll For Water and Sewer  
DAHLGREN AVENUE

Page: 1  
arrrlss

In order by Street, Site Address

Project: HERMITAGE PLACE  
Submitted to City Council : 8-3-92  
Final Approval by City Council: \_\_\_\_\_  
To City Clerk: 7-9-92  
To PWC Tax Collector: \_\_\_\_\_

Property Owner	Property Description	Lot#	Book/Page	Frontage	Water	Sewer	Total
H R KELLY 349 LANSLOWNE ROAD Fayetteville NC 28314	0407-07-68-1255 349 LANSLOWNE ROAD HERMITAGE BLK G SEC 4 ASSMT DAHLGREN	1	1007 281	154.76	0.00	1,857.12	1,857.12
JACKIE R MARTIN SR 362 LYNHURST DRIVE FAYETTEVILLE NC 28314	0407-07-78-0255 362 LYNHURST DRIVE HERMITAGE BLK G SEC 2 ASMT DAHLGREN	15	959 561	122.50	0.00	1,470.00	1,470.00
WALTER P DUNN 370 LYNHURST DRIVE FAYETTEVILLE NC 28314	0407-07-78-0057 370 LYNHURST DRIVE HERMITAGE BLK F ASSMT DAHLGREN	14	3574 824	105.15	0.00	1,261.80	1,261.80
SAMUEL WHITE 2304 VESTAL AVENUE Fayetteville NC 28301	0407-07-68-1014 401 LANSLOWNE ROAD HERMITAGE BLK F SEC 4 ASSMT DAHLGREN	3	3225 507	105.63	0.00	1,267.56	1,267.56
MALCOLM W KING 6337 BRAGG BOULEVARD Fayetteville NC 28303	0407-07-68-9258 6006 DAHLGREN AVENUE HERMITAGE BLK G SEC 2	16	3392 669	75.00	0.00	900.00	900.00
KENNETH L NELSON 6010 DAHLGREN AVENUE FAYETTEVILLE NC 28314	0407-07-68-8279 6010 DAHLGREN AVENUE HERMITAGE SEC 2 BLK G	17	1147 99	75.00	0.00	900.00	900.00
SETH R KNOX JR 6013 DAHLGREN AVENUE Fayetteville NC 28314	0407-07-68-7087 6013 DAHLGREN AVENUE HERMITAGE SEC 2 BLK F	11	2454 661	75.00	0.00	900.00	900.00
MARIE L COFFIN 6014 DAHLGREN AVENUE FAYETTEVILLE NC 28314	0407-07-68-8209 6014 DAHLGREN AVENUE HERMITAGE SEC 2 BLK G	18	971 340	75.00	0.00	900.00	900.00
LARRY S GODFREY 6017 DAHLGREN AVENUE Fayetteville NC 28314	0407-07-68-7017 6017 DAHLGREN AVENUE HERMITAGE SEC 2 BLK F	10	3489 507	75.00	0.00	900.00	900.00
JOHN F HUSKEY 1624 TRYON DRIVE Fayetteville NC 28303	0407-07-68-7320 6018 DAHLGREN AVENUE HERMITAGE SEC 2 BLK G	19	3107 773	75.00	0.00	900.00	900.00

Water main assessment equals: .00 per front footage of property abutting street.  
Sanitary Sewer main assessment equals: 12.00 per front footage of property abutting street.  
Assessments are to be paid within thirty (30) days after approval of assessment in cash with no interest, or in five (5) annual installments in accordance with N.C.G.S. 160A-232(2), bearing an annual interest of eight percent (8%) payable

07/28/92  
11:53:32

Public Works Commission  
Assessment Roll For Water and Sewer  
DAHLGREN AVENUE

Page: 2  
arrrlss

order by Street, Site Address

Project: HERMITAGE PLACE

Submitted to City Council : 8-3-92

Final Approval by City Council:

To City Clerk: 7-9-92

To PWC Tax Collector: \_\_\_\_\_

Property Owner	Property Description	Lot#	Book/Page	Frontage	Water	Sewer	Total
RAY E BOYLES III PO BOX 64402 Fayetteville NC 28314	0407-07-68-6038 6021 DAHLGREN AVENUE HERMITAGE SEC 2 BLK F	9	3080 91	84.11	0.00	1,009.32	1,009.32
LANE CHAMBERS 322 DAHLGREN AVENUE Fayetteville NC 28314	0407-07-68-6340 6022 DAHLGREN AVENUE HERMITAGE SEC 4 BLK G	20	2779 807	78.20	0.00	938.40	938.40
ROBERT J WALCOTT JR 2800 AMHERST AVENUE FULLERTON CA 92631	0407-07-68-5058 6025 DAHLGREN AVENUE HERMITAGE SEC 2 BLK F	8	2779 82	84.11	0.00	1,009.32	1,009.32
MARY L WILLIAMS 6026 DAHLGREN AVENUE FAYETTEVILLE NC 28314	0407-07-68-5360 6026 DAHLGREN AVENUE HERMITAGE SEC 4 BLK G	21	2702 638	78.20	0.00	938.40	938.40
RUBY L WESTFALL 6029 DAHLGREN AVENUE Fayetteville NC 28314	0407-07-68-4087 6029 DAHLGREN AVENUE HERMITAGE SEC 2 BLK F	7	2206 181	84.11	0.00	1,009.32	1,009.32
CLIFFORD E BRUNER 330 DAHLGREN AVENUE Fayetteville NC 28314	0407-07-68-4380 6030 DAHLGREN AVENUE HERMITAGE SEC 4 BLK G	22	3416 598	78.20	0.00	938.40	938.40
ROBERT K MATLACK 11 THORNCLIFF DRIVE Fayetteville NC 28303	0407-07-68-4006 6033 DAHLGREN AVENUE HERMITAGE SEC 2 BLK F	6	3150 640	84.11	0.00	1,009.32	1,009.32
JOHNSON CHESTNUTT 5.5 PERSON STREET Fayetteville NC 28301	0407-07-68-4209 6034 DAHLGREN AVENUE HERMITAGE SEC 4 BLK G	23	2901 361	78.20	0.00	938.40	938.40
JOHN DEMPSEY 6037 DAHLGREN AVENUE FAYETTEVILLE NC 28314	0407-07-68-3015 6037 DAHLGREN AVENUE HERMITAGE SEC 4 BLK F	5	3461 889	96.08	0.00	1,152.96	1,152.96
SARAH A OLIVER 6038 DAHLGREN AVENUE FAYETTEVILLE NC 28314	0407-07-68-3227 6038 DAHLGREN AVENUE HERMITAGE SEC 4 BLK G	24	3502 130	75.00	0.00	900.00	900.00

Water main assessment equals: .00 per front footage of property abutting street.

Sanitary Sewer main assessment equals: 12.00 per front footage of property abutting street.

Assessments are to be paid within thirty (30) days after approval of assessment in cash with no interest, or in five (5) annual installments in accordance with N.C.G.S. 160A-232(2), bearing an annual interest of eight percent (8%) payable

07/28/92  
11:53:32

Public Works Commission  
Assessment Roll For Water and Sewer  
DAHLGREN AVENUE

Page: 3  
arrrlss

In order by Street, Site Address

Project: HERMITAGE PLACE

Submitted to City Council : 8-3-92

Final Approval by City Council: \_\_\_\_\_

To City Clerk: 7-9-92

To PWC Tax Collector: \_\_\_\_\_

Property Owner	Property Description	Lot#	Book/Page	Frontage	Water	Sewer	Total
DAVID F RHODES 6041 DAHLGREN AVENUE FAYETTEVILLE NC 28314	0407-07-68-2014 6041 DAHLGREN AVENUE HERMITAGE SEC 4 BLK F	4	944 448	96.08	0.00	1,152.96	1,152.96
MICHAEL B FRAZIER 6042 DAHLGREN AVENUE FAYETTEVILLE NC 28314	0407-07-68-2257 6042 DAHLGREN AVENUE HERMITAGE SEC 4 BLK G	25	3663 276	80.00	0.00	960.00	960.00
MITCHELL S JACKSON 6009 DAHLGREN AVENUE FAYETTEVILLE NC 28314	0407-07-68-8067 DAHLGREN AVENUE HERMITAGE SEC 2 BLK F	12	3401 267	75.00	0.00	900.00	900.00
JOHN K BAUMANN 6005 DAHLGREN AVENUE FAYETTEVILLE NC 28314	0407-07-68-9046 DAHLGREN AVENUE HERMITAGE SEC 2 BLK F	13	3444 444	75.00	0.00	900.00	900.00
					\$ .00	\$25,013.28	\$25,013.28
24 Owners					=====	=====	=====

Water main assessment equals: .00 per front footage of property abutting street.  
Sanitary Sewer main assessment equals: 12.00 per front footage of property abutting street.  
Assessments are to be paid within thirty (30) days after approval of assessment in cash with no interest, or in five (5) annual installments in accordance with N.C.G.S. 160A-232(2), bearing an annual interest of eight percent (8%) payable annually.

PUBLIC HEARING - SPEAKERS

SUBJECT: ASSESSMENT - DAHLGREN AVE

DATE: Aug. 3, 1992

PROPONENT (In Favor)

(Name - Print)

(Address - Print)

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
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- \_\_\_\_\_
- \_\_\_\_\_

OPPONENT - (Against)

(Name - Print)

(Address - Print)

- 1. Garris Neil Garbarough (by letter)
- 2. Kenneth L Nelson
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_

- 200 Dick St. representing neighborhood
- 6010 Dahlgren Ave Fayetteville Hermitage Place
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

PUBLIC HEARING - SPEAKERS

SUBJECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CITIZEN INPUT

(Name - Print)

(Address - Print)

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
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- 10. \_\_\_\_\_



**RESOLUTION CONFIRMING ASSESSMENT ROLL  
AND LEVYING ASSESSMENTS  
FOR INSTALLATION OF SANITARY SEWER COLLECTION SYSTEM**

WHEREAS, the City Council of the City of Fayetteville has on August 3, 1992, held a public hearing, after due notice as required by law, on the Assessment Roll for the extension of sanitary sewer collection system in:

**CORNISH STREET, from Lansdowne Road to Lynhurst Drive; and**

WHEREAS, the City Council has heard all those present who requested to be heard, and has found the said Assessment Roll to be proper and correct.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Fayetteville, that:

1. The Assessment Rolls for the extension of sanitary sewer collection system in **CORNISH STREET** is hereby declared to be correct, and is hereby confirmed in accordance with Chapter 160A, Section 228, of the General Statutes of North Carolina.
2. The City Council of the City of Fayetteville, pursuant to authority conferred by Chapter 160A, Section 216, of the General Statutes of North Carolina, and following sections, does hereby levy assessments as contained in the said Assessment Roll, attached hereto as Exhibit A and incorporated by reference as if fully set forth herein.
3. The City Attorney is hereby directed to deliver to the PWC Deputy Tax Collector the said Assessment Roll.
4. Pursuant to the policy of the City Council of the City of Fayetteville adopted on September 21, 1987, a thirty percent (30%) discount shall be

**ITEM 3.A.5.**

applied to any assessments paid before the expiration of thirty (30) days from the date that notice is published of confirmation of the Assessment Rolls pursuant to Chapter 160A, Section 229, of the General Statutes of North Carolina.

5. The PWC Deputy Tax Collector is hereby charged with the collection of said assessments in accordance with the procedure established by Chapter 160A, Sections 232 and 233, of the General Statutes of North Carolina.
6. The PWC Deputy Tax Collector is hereby further directed to publish once on the 2nd day of September 1992, the notice required by Chapter 160A, Section 229, of the General Statutes of North Carolina.

This the 3rd day of August, 1992, at \_\_\_\_\_ p.m.

\_\_\_\_\_  
J. L. DAWKINS, MAYOR

ATTEST:

\_\_\_\_\_  
BOBBIE A. JOYNER, CITY CLERK

The following City Councilmembers voted for the passage of the above resolution:

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

The following City Councilmembers voted against passage of the above resolution:

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

PUBLISH: September 2, 1992

07/27/92  
16:49:01

Public Works Commission  
Assessment Roll For Water and Sewer  
CORNISH STREET

Page: 1  
arrrlss

In order by Street, Site Address

Project: HERMITAGE PLACE

Submitted to City Council : 8-3-92

Final Approval by City Council: \_\_\_\_\_

To City Clerk: 7-9-92

To PWC Tax Collector: \_\_\_\_\_

Property Owner	Property Description	Lot#	Book/Page	Frontage	Water	Sewer	Total
WILLIAM G DENBLEYKER 425 LANSDOWNE ROAD Fayetteville NC 28314	0407-07-67-0695 425 LANSDOWNE ROAD HERMITAGE BLK E SEC 4 ASSMT CORNISH	2	3046 358	127.98	0.00	1,535.76	1,535.76
JAMES B CLIFTON 6005 CORNISH STREET Fayetteville NC 28314	0407-07-67-9760 6005 CORNISH SYREET HERMITAGE SEC 2 BLK E	13	2403 302	75.00	0.00	900.00	900.00
JAMES M MONROE 6006 CORNISH STREET Fayetteville NC 28314	0407-07-67-9931 6006 CORNISH STREET HERMITAGE SEC 2 BLK F	17	3264 746	75.00	0.00	900.00	900.00
JOHN A OHALE 2717 HUNTINGTON ROAD Fayetteville NC 28303	0407-07-67-8952 6010 CORNISH STREET HERMITAGE SEC 2 BLK F	18	3518 345	82.57	0.00	990.84	990.84
THOMAS H MOORE 6014 CORNISH STREET Fayetteville NC 28314	0407-07-67-7972 6014 CORNISH STREET HERMITAGE SEC 2 BLK F	19	3018 828	81.51	0.00	978.12	978.12
CAREY E LAWRENCE 6017 CORNISH STREET Fayetteville NC 28314	0407-07-67-7711 6017 CORNISH STREET HERMITAGE SEC 2 BLK E	10	3179 487	79.24	0.00	950.88	950.88
REGINA D COBB 6018 CORNISH STREET FAYETTEVILLE NC 28314	0407-07-67-6982 6018 CORNISH STREET HERMITAGE SEC 2 BLK F	20	1156 243	81.51	0.00	978.12	978.12
OPAL M REEL 6021 CORNISH STREET Fayetteville NC 28314	0407-07-67-6730 6021 CORNISH STREET HERMITAGE SEC 2 BLK E	9	958 263	78.57	0.00	942.84	942.84
GEORGE B RODERICK SR 6022 CORNISH STREET FAYETTEVILLE NC 28311	0407-07-67-6902 6022 CORNISH STREET HERMITAGE SEC 2 BLK F	21	2866 571	82.57	0.00	990.84	990.84
ARTHUR L GREEN 6025 CORNISH STREET FAYETTEVILLE NC 28314	0407-07-67-5669 6025 CORNISH STREET HERMITAGE SEC 2 BLK E	8	3619 29	75.00	0.00	900.00	900.00

Water main assessment equals: .00 per front footage of property abutting street.

Sanitary Sewer main assessment equals: 12.00 per front footage of property abutting street.

Assessments are to be paid within thirty (30) days after approval of assessment in cash with no interest, or in five (5) annual installments in accordance with N.C.G.S. 160A-232(2), bearing an annual interest of eight percent (8%) payable

07/27/92  
16:49:01

Public Works Commission  
Assessment Roll For Water and Sewer  
CORNISH STREET

Page: 2  
arrrlss

In order by Street, Site Address

Project: HERMITAGE PLACE

Submitted to City Council : 8-3-92

Final Approval by City Council:

To City Clerk: 7-9-92

To PWC Tax Collector: \_\_\_\_\_

Property Owner	Property Description	Lot#	Book/Page	Frontage	Water	Sewer	Total
DOUGLAS H SWANSON 1187 BRADFORD AVENUE JAMES ISLAND SC 29412	0407-07-67-5921 6026 CORNISH STREET HERMITAGE SEC 2 BLK F	22	2151 457	75.00	0.00	900.00	900.00
GRANT L ALLEYNE 317 OWEN DRIVE FAYETTEVILLE NC 28304	0407-07-67-4689 6029 CORNISH STREET HERMITAGE SEC 2 BLK E	7	3107 709	75.00	0.00	900.00	900.00
MARGIE S RUTLEDGE 6030 CORNISH STREET FAYETTEVILLE NC 28314	0407-07-67-4941 6030 CORNISH STREET HERMITAGE SEC2 BLK F	23	3008 545	75.00	0.00	900.00	900.00
DIANNE C KELLEY 899 MONTCLAIR ROAD FAYETTEVILLE NC 28314	0407-07-67-4618 6033 CORNISH STREET HERMITAGE SEC 2 BLK E	6	3632 119	75.00	0.00	900.00	900.00
BILLY HAYNES 6034 CORNISH STREET FAYETTEVILLE NC 28314	0407-07-67-3970 6034 CORNISH STREET HERMITAGE SEC 2 BLK F	24	988 641	75.00	0.00	900.00	900.00
FLOYD B HARMON JR HEIRS 6037 CORNISH STREET FAYETTEVILLE NC 28314	0407-07-67-3647 6037 CORNISH STREET HERMITAGE SEC 4 BLK E	5	982 567	75.00	0.00	900.00	900.00
MICHAEL R MAY 6038 CORNISH STREET FAYETTEVILLE NC 28314	0407-07-67-2899 6038 CORNISH STREET HERMITAGE SEC 4 BLK F	25	2743 527	75.00	0.00	900.00	900.00
GERTIE R SPDENEMAN 6041 CORNISH STREET FAYETTEVILLE NC 28314	0407-07-67-2666 6041 CORNISH STREET HERMITAGE SEC 4 BLK E	4	2097 291	75.00	0.00	900.00	900.00
JULIAN C ROACH 6042 CORNISH STREET FAYETTEVILLE NC 28314	0407-07-67-2829 6042 CORNISH STREET HERMITAGE SEC 4 BLK F	26	2710 109	75.00	0.00	900.00	900.00
LEROY J SEIFERT 6045 CORNISH STREET Fayetteville NC 28314	0407-07-67-1696 6045 CORNISH STREET HERMITAGE SEC 4 BLK E	3	990 122	75.00	0.00	900.00	900.00

Water main assessment equals: .00 per front footage of property abutting street.

Sanitary Sewer main assessment equals: 12.00 per front footage of property abutting street.

Assessments are to be paid within thirty (30) days after approval of assessment in cash with no interest, or in five (5) annual installments in accordance with N.C.G.S. 160A-232(2), bearing an annual interest of eight percent (8%) payable

07/27/92  
16:49:01

Public Works Commission  
Assessment Roll For Water and Sewer  
CORNISH STREET

Page: 3  
arrlss

In order by Street, Site Address

Project: HERMITAGE PLACE

Submitted to City Council : 8-3-92

Final Approval by City Council: \_\_\_\_\_

To City Clerk: 7-9-92

To PWC Tax Collector: \_\_\_\_\_

Property Owner	Property Description	Lot#	Book/Page	Frontage	Water	Sewer	Total
WALLACE L GUIN 6013 CORNISH STREET Fayetteville NC 28314	0407-07-67-8701 CORNISH STREET HERMITAGE SEC 2 BLK E	11	3664 191	95.79	0.00	1,149.48	1,149.48
DANIEL LULEDJIAN 6009 CORNISH STREET Fayetteville NC 28314	0407-07-67-8791 CORNISH STREET HERMITAGE SEC 2 BLK E	12	3258 253	75.00	0.00	900.00	900.00
22 Owners					\$ .00	\$ 21,116.88	\$ 21,116.88

Water main assessment equals: .00 per front footage of property abutting street.

Sanitary Sewer main assessment equals: 12.00 per front footage of property abutting street.

Assessments are to be paid within thirty (30) days after approval of assessment in cash with no interest, or in five (5) annual installments in accordance with N.C.G.S. 160A-232(2), bearing an annual interest of eight percent (8%) payable annually.



PUBLIC HEARING - SPEAKERS

SUBJECT: ASSESSMENT - CORNISH ST

DATE: Aug. 3, 1992

PROPONENT (In Favor)

(Name - Print)

(Address - Print)

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OPPONENT - (Against)

(Name - Print)

(Address - Print)

- 1. Garcia Neil Garborough (by letter)
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_

- 200 Dick St. representing neighborhood
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

PUBLIC HEARING - SPEAKERS

SUBJECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CITIZEN INPUT

(Name - Print)

(Address - Print)

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# PLANNING DEPARTMENT

Post Office Box 1829  
Fayetteville, NC 28302  
Telephone (919) 678-7600

## CUMBERLAND COUNTY JOINT PLANNING BOARD

John Britt  
CHAIRMAN

George Vaughan  
PLANNING DIRECTOR

August 3, 1992

**MEMO TO:** FAYETTEVILLE CITY COUNCIL

**FROM:** CUMBERLAND COUNTY JOINT PLANNING BOARD

**SUBJECT:** CASE NO. P92-68. THE REZONING FROM C1P SHOPPING CENTER DISTRICT TO C3 HEAVY COMMERCIAL DISTRICT OR TO A MORE RESTRICTIVE ZONING CLASSIFICATION FOR AN AREA LOCATED ON THE SOUTH SIDE OF TAMARACK DRIVE, WEST OF ROSEHILL ROAD (SR 1615). (FAYETTEVILLE ORDINANCE)

**ACTION:** THE TEN MEMBERS PRESENT AT THE JUNE 16, 1992 6 TO 3 TO DENY THE REQUESTED REZONING. MR. MCNEILL ABSTAINED FROM VOTING ON THIS MATTER.

Mr. Lloyd displayed a map outlining the existing zoning and land use in the area.

Mr. Lloyd stated that the Planning staff recommends denial of the requested rezoning to C3 Heavy Commercial District based on the following:

1. This location does not meet the purpose and intent statement of the C3 Heavy Commercial District; and
2. All of the uses permitted in the C3 Heavy Commercial District are not appropriate for this location.

The Planning staff finds that all or any portion of this tract is not suitable for any of the C2 Commercial Districts.

Mr. Lloyd stated that he had a letter of opposition from the owners of Lake in the Pines Apartments.

Mr. Billy Wellons, owner, appeared before the Board stating that the total property is seven acres. Originally he had owned fifty acres in the area. He stated that there are 1,000 apartment units within a mile of the subject property, and there is a heavy demand for mini-storage facilities by apartment dwellers. He stated that he owns a mini-storage facility in Spring Lake, and the traffic generation from the facility is not heavy. He stated that owners typically visit the storage facility once a month. In one case material had been stored for five years. He stated that his plans to develop the site for mini-warehouses would make the property appear better than the rear of Hillendale Plaza Shopping Center.

**ITEM 3.B.**

Mr. Dick Lewis appeared before the Board in opposition representing the owners of Lake in the Pines Apartments. He stated that Tamarack Drive had been splendidly planned, and to approve the C3 Heavy Commercial District would be a breach of faith due to the number of undesirable permitted uses of this district. He stated that open storage of boats and cars would not be desirable.

Ms. Gwendolyn Johnson appeared before the Board in opposition stating that she purchased a townhouse in the area and plans to retire there. She stated that she would be concerned about coming home late at night from her nursing duties if a mini-storage was operated there.

Mr. Donald Wagaman appeared before the Board in opposition stating that he lives next to the site and had concerns about future uses for the property if C3 Heavy Commercial District is approved.

Mr. Herb Thorp appeared before the Board in rebuttal stating that if the City had Conditional Use Overlay Districts, he felt this could be developed as a Conditional Use Overlay District and be complementary to 1,000 apartments in the area.

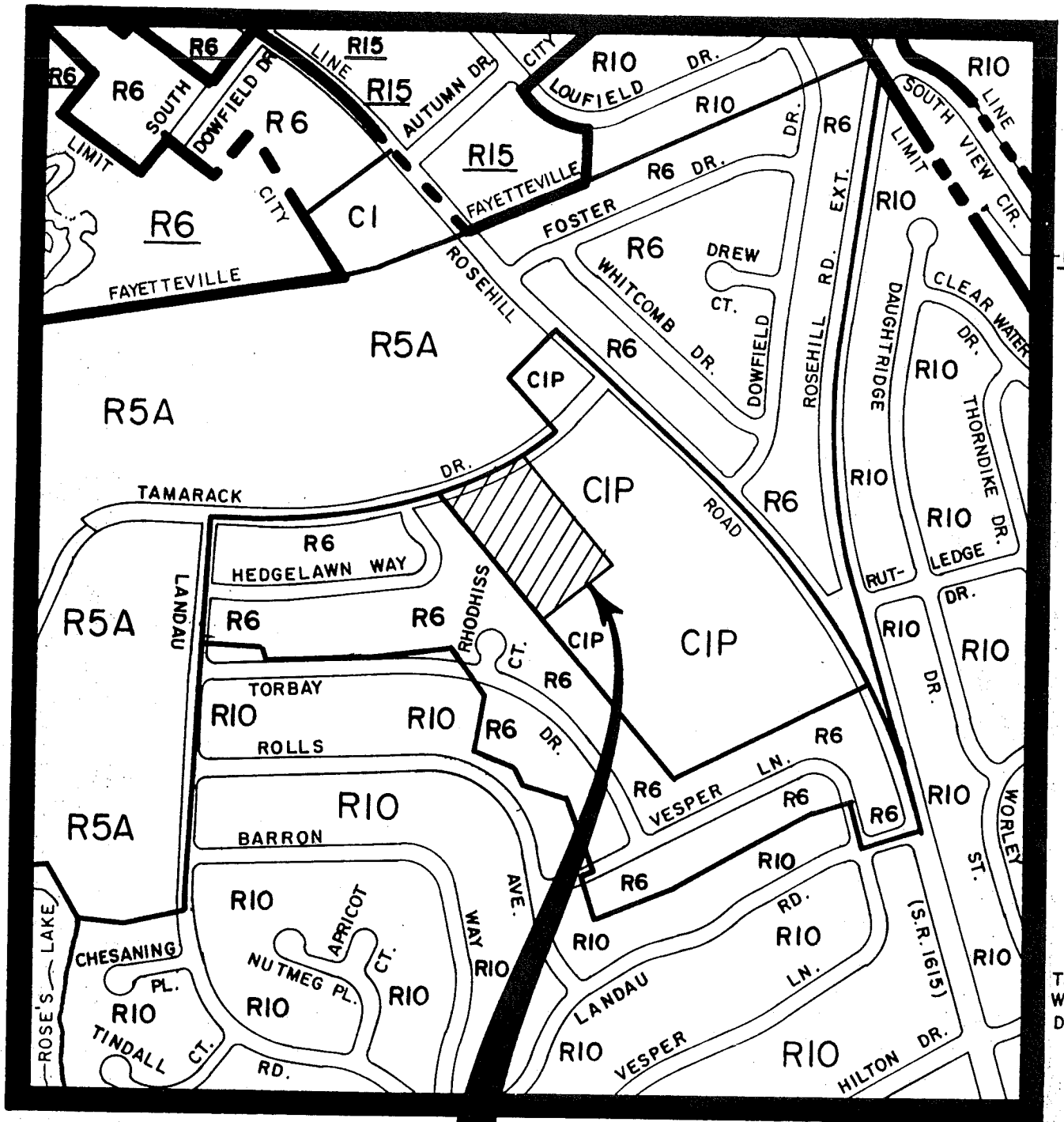
Mr. Wagaman appeared before the Board in rebuttal stating that his property value has increased in value by twenty-five percent in eight years, and he is concerned that the rezoning will devalue his property.

A motion was made by Mr. Maxwell and seconded by Mr. Shaw to approve the requested rezoning due to the City's not accommodating this use in its Zoning Ordinance and does not accommodate this use in any district more restrictive than C3 Heavy Commercial District.

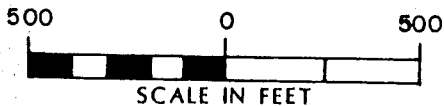
A substitute motion was made by Mr. Schmidt and seconded by Mr. Morine to deny the requested rezoning. The motion passed 6 to 3 with Messrs. Canady, Maxwell and Shaw voting in opposition and Mr. McNeill abstaining.

Attachment

:skc



NORTH



SCALE IN FEET

### REQUESTED REZONING

CIP TO C3

ACREAGE: 3.0 AC. ±

HEARING NO: P92-68

ORDINANCE: FAYETTEVILLE

HEARING DATE

ACTION

PLANNING BOARD

GOVERNING BOARD

A PORTION OF  
PIN: 0429-75-5537-;8771-

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PUBLIC HEARING - SPEAKERS

SUBJECT: REZONING - TAMARACK DR.

DATE: Aug. 3, 1992

PROPONENT (In Favor)

(Name - Print)

(Address - Print)

1. Herb Thurg

2925 Hwy 21, #206 J.C.

2. Billy Wilbur Jr

406 Overton Pl. Fayetteville, N.C.

3. \_\_\_\_\_

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7. \_\_\_\_\_

\_\_\_\_\_

(Name - Print)

OPPONENT - (Against)

(Address - Print)

1. RICHARD LEWIS (by letter)

Representing Occidental Development, Ltd. (Laticin Pines Apts.)

2. \_\_\_\_\_

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**PUBLIC HEARING - SPEAKERS**

**SUBJECT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CITIZEN INPUT**

(Name - Print)

(Address - Print)

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**OCCIDENTAL DEVELOPMENT, LTD.**

PHONE: 313-352-0952

23999 W. TEN MILE ROAD  
P.O. BOX 937  
SOUTHFIELD, MICHIGAN 48037

July 27, 1992

CERTIFIED - RRR

Ms. Bobbie Joyner, City Clerk  
City of Fayetteville  
433 Hay Street  
Fayetteville, North Carolina 28302



Ms. Joyner:

I am writing with regard to case number P92-68 which is scheduled for public hearing on Monday, August 3, 1992.

As owners of Lake in the Pines Apartments, we comprise greater than 20% of land owners across the street from the parcel in question. As such, please accept this letter as a valid protest petition. It is our understanding that this now necessitates approval by 75% of council rather than simple majority.

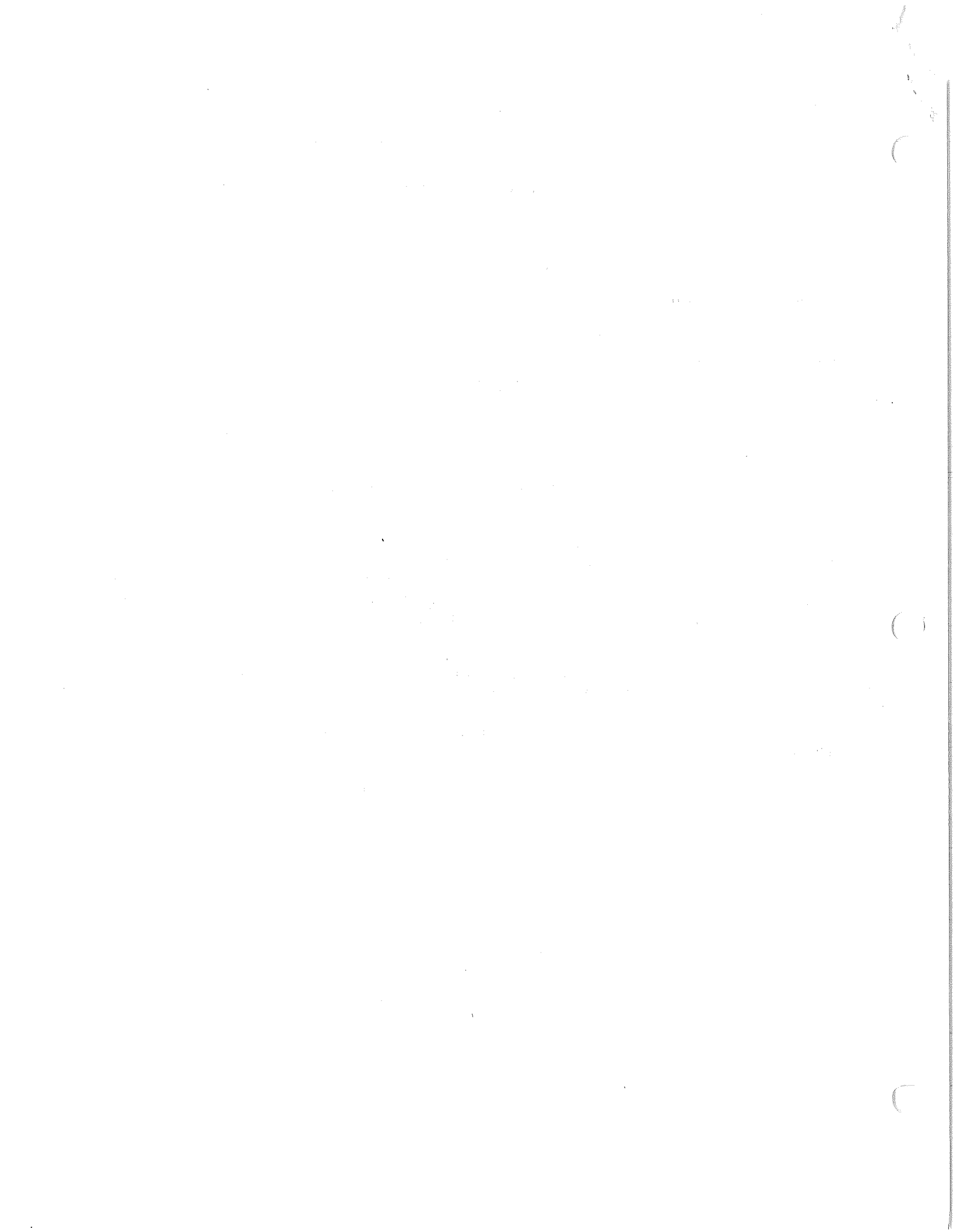
→ Also, please be advised that we would like to address council at the public hearing through our attorney, Richard Lewis, 330 Dick St., Fayetteville (919) 323-3500.

If you have any questions, please feel free to contact me at (313) 352-0974.

Sincerely,

Linnea Ford  
Property Manager

LF/cc  
cc: Richard Lewis







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

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

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

**ELECTRIC & WATER UTILITIES**

July 27, 1992

MEMO TO: John P. Smith, City Manager  
 FROM: Tim Wood, General Manager *Tim Wood*  
 SUBJECT: PWC Items For City Council Agenda - August 3, 1992

2.F. Approval of bid award in the amount of \$66,960.00 to Power Supply, Inc., low bidder, for purchase of substation equipment for the Kelly Springfield substation. Bids were received June 23, 1992, as follows:

Power Supply, Inc.	\$66,960.00
Rigby Electric	\$67,250.00
Scott-Parish	\$67,282.40
Elite Electric	\$68,820.00

4.A. Authorize mayor and city clerk to execute contract documents with SCT Governmental Systems, Inc., and Digital Equipment Corporation for in-house computer system, at a cost of \$637,693.00.

3.A. Public Hearings:

Adopt resolutions confirming assessments rolls and levying assessments for sanitary sewer collection system in the following streets:

- Lansdowne Road
- Farmington Street
- Elstree Place
- Dahlgren Avenue
- Cornish Street

4.B. Consider Resolution declaring intent of Council to reimburse PWC from proceeds of tax-exempt financing for construction of a Thermal Energy Storage project at Butler-Warner Generation Plant (not to exceed \$16,000,000).

4.C. Consider PWC 1992-1993 Capital Project fund (as previously presented by Commissioner Robert O. McCoy). **NOTE:** These projects are to be undertaken with revenues on hand and are not in any way connected with the 1990 Revenue Bond Project Fund; i.e. will not be affected by any subsequent action of Council.

TW/gm



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# COPY

# ORIGINAL

SCT GOVERNMENTAL SYSTEMS, INC.  
U.S. STANDARD TERMS AND CONDITIONS

The following are the Terms and Conditions under which SCT Governmental Systems, Inc., ("SCT"), sells and licenses Digital Equipment Corporation ("DIGITAL") Products and Services in the United States of America.

1. Definitions

1.1 "Equipment" refers to computer systems (excluding software), related hardware, accessories, and spare parts listed in the Price List. Equipment may be manufactured using refurbished components or may have been used internally for ongoing reliability testing. Spare parts may be refurbished.

1.2 "Software" refers to software products (including databases), listed in the Price List, supplied with Equipment, or otherwise supplied or developed by DIGITAL including packaged application software and software supplied in connection with Services. The term "Software" applies to all parts of Software, including Product Authorization Keys ("PAKs"), and to new versions, new releases, updates, and modifications of Software. The Product Authorization Key is a unique series of data elements, generated and provided to Purchaser by DIGITAL, which, when entered into the License Management Facility ("LMF") of the VMS operating system, allows execution of the Software in accordance with the Software License Terms.

1.3 "Documentation" refers to manuals, handbooks, maintenance libraries, and other publications listed in the Price List or supplied with Software or Equipment listed in Price List or supplied in connection with Services. The term "Documentation" does not include Software Product Descriptions, Service Descriptions, or Software.

1.4 "Services" refers to DIGITAL standard software services, equipment services and educational services, for which there is a Service Description, but does not refer to custom services.

1.5 "Products" refers to Equipment, Software, and Documentation or other products furnished under these Terms and Conditions, but not to Services. For Software and other licensed Products, the term "purchase" means "license" and the term "Purchaser" means "Licensee."

1.6 "Price List" refers to the DIGITAL published price list: i) applicable to the Products or Services that are the subject of a particular order, and ii) that is current when the order is accepted. For purposes of any initial acquisitions pursuant to this Agreement, the term "Price List" shall additionally and not instead include Attachment A, attached to and incorporated in this Agreement by reference.

1.7 "Software Product Descriptions" ("SPDs") refers to documents of this name and any addenda thereto which provide DIGITAL Software specifications, warranty, and license information for Software described therein.

1.8 "Service Descriptions" refers to documents of this name which provide information regarding DIGITAL's and Purchaser's obligations for Services provided under these Terms and Conditions.

2. Orders, Prices and Fees. Prices and fees for Products and Services will be as specified in an authorized SCT quotation that is current at the time an order is accepted, or in the absence of a quotation, shall be DIGITAL's standard prices and fees specified in the Price List. Fees for licenses and Services for which payment is made periodically may be adjusted by SCT as provided in the DIGITAL Price List or applicable Service Description.

3. Taxes. Prices and fees are exclusive of and Purchaser is responsible for all applicable taxes on the sale, license, or use of Products or on the provision of Services, except for taxes based on SCT's net income.

4. Delivery. Products will be delivered F.O.B. point of shipment to Purchaser's place of business. Purchaser may elect to provide its own insurance by providing specific written notice to SCT; otherwise, insurance shall be added to any order.

5. Security Interest. SCT reserves a purchase-money security interest in each Product delivered. Purchaser agrees to sign upon request any document necessary or appropriate to perfect SCT's security interest.

6. Payment. Payment for Products is due thirty (30) days from the date of delivery, provided Purchaser maintains credit arrangements satisfactory to SCT. Payment for Services and of fees for which no "delivery" of Products is involved is due upon receipt of invoice.

7. Cancellation and Rescheduling Charges. Cancellation or rescheduling by Purchaser of an order for Products thirty (30) days or less prior to the acknowledged delivery date will be subject to a charge to Purchaser of five percent (5%) of the list price of the Products to a maximum of ten thousand dollars (\$10,000). Rescheduling of an order is subject to acceptance by SCT. Cancellation charges for regularly scheduled courses conducted at a DIGITAL facility are fifty percent (50%) of the course price if canceled fourteen (14) days or less prior to the scheduled start date. Cancellation charges may also be incurred as specified in the applicable Service Description in the event of Purchaser's cancellation of Services furnished under agreement.

8. Installation. Products will be installed by DIGITAL or its designee at Purchaser's facility in the United States if the price includes installation or if Purchaser separately purchases installation services. Availability of installation is specified in the Price List. Installation shall be deemed complete upon the successful execution of DIGITAL's diagnostic programs. Purchaser is responsible for preparation of a safe and suitable site in accordance with DIGITAL's site specifications.

9. Warranty.

9.1 Equipment. Equipment is warranted to Purchaser against defects in workmanship and material during the applicable warranty period.

9.1.1 The warranty period for equipment is as specified in the Price List. The period begins on the date installation is completed, or upon delivery if the Equipment is customer installable. If DIGITAL or its designee is prevented from installing Equipment by causes beyond its control, or if Purchaser delays installation of the Equipment, for more than thirty (30) days from the date of delivery, the warranty period will commence on the thirtieth (30th) day after delivery.

9.1.2 Warranty service will be provided in the United States at either Purchaser's facility or a DIGITAL repair facility, as specified in the Price List.

9.2 Software. Software designated as warranted in the SPD or the Price List will conform to the SPD applicable to the Software at the time an order is accepted. The term of the warranty and the manner in which any non conformance will be remedied is specified in the SPD or the Price List. All other Software is provided "AS IS". DIGITAL and SCT do not warrant that the execution of Software shall be uninterrupted or error free.

9.3 Documentation. The form or content of Documentation is not warranted in any manner, which SCT provides "AS IS".

9.4 Limitation of Warranty. The warranties provided in Subparagraphs 9.1 and 9.2 are limited warranties and do not apply to:

9.4.1 Any Products, other than Equipment or Software, which may be sold or licensed by DIGITAL or SCT. The above are sold or licensed "AS IS," or

9.4.2 conditions resulting from improper use of the Equipment or Software or operation of the Equipment outside the specified environmental conditions, or

9.4.3 conditions resulting from causes external to the Equipment or Software after delivery, or

9.4.4 conditions resulting from modifications to Equipment or Software by any party (including Purchaser) other than modifications made by DIGITAL, or

9.4.5 Equipment from which DIGITAL's serial numbers have been removed.

9.5 Service Warranty. Services will be provided in a workmanlike manner in accordance with the Service Description applicable at the time of order.

9.6 Remedies. Purchaser's remedies for SCT and DIGITAL's obligations under Paragraph 9 are as set forth in Paragraph 15.

9.7 Disclaimer of Warranties. THE ABOVE WARRANTIES ARE THE EXCLUSIVE WARRANTIES WITH RESPECT TO DIGITAL PRODUCTS PROVIDED BY SCT AND NO OTHER WARRANTY, EXPRESS OR IMPLIED, SHALL APPLY. SCT AND DIGITAL SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Patents and Copyrights, Defense and Indemnification. DIGITAL shall defend, at its expense, any claim (including any suit) brought against Purchaser alleging that any Equipment, Software or DIGITAL Documentation furnished hereunder infringe a United States patent, copyright, or mask work right, and shall pay all costs and damages finally awarded, provided that Purchaser gives DIGITAL prompt written notice of such claim, and information, reasonable assistance and sole authority to defend or settle the claim. In the defense or settlement of the claim, DIGITAL may obtain for Purchaser the right to continue using the Equipment, Software or Documentation replace or modify the Equipment, Software or Documentation so they become non infringing, or, if such remedies are not reasonably available, grant Purchaser a credit for the Equipment, Software or Documentation as depreciated and accept their return. DIGITAL shall not have any liability if the alleged infringement is based upon the use, license or sale of the Equipment, Software or Documentation in combination with other products (including software) not furnished by DIGITAL. DIGITAL DISCLAIMS ALL OTHER LIABILITY FOR VIOLATION, MISAPPROPRIATION OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND FURTHER DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

11. Software License. Purchaser receives no right to use any Software except by the grant of a Software license by DIGITAL or a Software sublicense by SCT. A Software license identifies the Software and the processor or equipment configuration on which the Software may be executed and may identify additional license terms. Title to the software shall remain in DIGITAL. Software may not be transferred without the express written consent of DIGITAL.

11.1 Grant of Software License. On SCT's acceptance of Purchaser's order for a Software license, SCT grants Purchaser a Software sublicense as provided below. For Software supplied with Equipment or in connection with Services (except the Software Indicated in Paragraph 13) or for Packaged Applications Software, Purchaser's order for Equipment or Services or the Packaged Application Software shall constitute the order for a Software License. Purchaser's license shall continue unless terminated as provided herein. These Terms and Conditions govern the license granted to Purchaser and Purchaser's obligations thereunder. SCT grants no Software licenses whatsoever, either explicitly or implicitly, except by acceptance of an order for a Software license. Storage media which Purchaser receives from SCT or DIGITAL may contain certain Software for which SCT and/or Purchaser have not executed a Software license or sublicense agreement. If Purchaser desires to use this Software, Purchaser must obtain the appropriate Software licenses from DIGITAL or Software sublicenses from SCT, if SCT is authorized to grant such sublicenses. Technical means may be incorporated in Software to prevent Purchaser's access to unlicensed Software. Purchaser agrees to comply with and not deliberately modify or make inoperable any feature which is incorporated in the Software to prevent access to unlicensed Software.

## 11.2 Standard License Terms

11.2.1 Software Execution. Purchaser may execute the Software only on the Licensed Processor that incorporates application software developed and licensed by SCT to Purchaser, and may load, copy or transmit the Software, in whole or in part, only as necessary for execution on the Licensed Processor, except that: i) Purchaser may execute the Software (except diagnostic Software) on another single processor or equipment configuration on a temporary basis during a malfunction which prevents execution of the Software on the Licensed Processor, and may load, transmit, or copy the Software as necessary for such temporary execution; and ii) Purchaser may make archival copies of the Software as provided in the Copyright Law of the United States. Purchaser agrees to reproduce DIGITAL's copyright and all other legal notices, including but not limited to other proprietary notices and notices mandated by governmental entities, on all complete or partial copies, adaptations, or transmissions of the Software. The term "Licensed Processor" is defined as follows:

a. For the purpose of sublicenses for Software ordered with a processor or equipment configuration, the Licensed Processor is the processor or equipment configuration delivered pursuant to such order. In the case of Licenses designated to VAX Cluster, the Licensed Processor shall include any processor within a group of processors cooperating under a VAX Cluster software product.

b. For purpose of Software ordered separately from a processor and/or equipment configuration, the Licensed Processor is the processor on which the Software is first executed pursuant to the sublicense grant. Software usage may not exceed the Licensed Rating and/or the number of users for which customer is licensed. License Ratings and number of users are as specified by DIGITAL.

11.2.2 Modification and Merger. Purchaser may i) modify the Software (in machine readable form only), or ii) merge modified Software or unmodified Software into other software, to form adaptations intended solely for execution by Purchaser on the Licensed Processor. Any part of the Software included in such adaptations will continue to be subject to these Terms and Conditions and of the applicable Software license.

11.2.3 Access to Software. Purchaser may make the Software available to its employees and agents to the extent needed to exercise its license hereunder. Purchaser shall not make the Software available in any form to any parties except those identified in this Subparagraph 11.2.3. To the extent that the Software contains any confidential or trade secret information, the Software and the information it contains are licensed to Purchaser pursuant to a confidential relationship. Purchaser expressly acknowledges this confidential relationship and agrees to keep the Software and information in confidence as provided herein. The Software Product Authorization Key ("PAK") if provided with the Software must be used to install the Software on the Licensed Processor. The PAK provided by SCT's licensor, DIGITAL is an integral part of the Software and its use is subject to the license terms herein.

11.2.4 Personal, Non-exclusive Licenses. Purchaser's license is personal and non-exclusive, and may not be transferred without DIGITAL's express consent, except as provided in DIGITAL's Software License Transfer Policy stated in the Price List in effect at the time of transfer.

11.2.5 Record Maintenance. Purchaser shall maintain records which identify a) the Licensed Processor on which the Software is executed, and b) the corresponding Software License granted by DIGITAL or SCT which authorizes such execution. For Products requiring PAKs for execution, entering the data from the PAK into the License Management Facility ("LMF") shall satisfy this requirement. Upon request, Purchaser shall make records available to SCT and DIGITAL within a reasonable period of time.

11.2.6 License Limitation, Reverse Engineering. Software contains the proprietary technology of DIGITAL. Neither DIGITAL nor SCT transfers any title to or ownership of any Software to Purchaser or to any third party. Except as explicitly set forth in these terms and conditions, Purchaser shall not execute, use, copy or modify the Software nor disclose any part of the Software, including the information contained in the PAK. Purchaser shall not decompile or reverse assemble the Software, or analyze or otherwise examine the Software, including any hardware or firmware implementation of the Software for the purpose of reverse engineering.

11.3. Additional License Terms. If Purchaser orders certain Software licenses, additional or modified terms may apply as indicated or referenced below:

11.3.1 New Versions. All Software updates whether described as updates, new releases, new versions, modifications, or corrections may only be executed on a processor that is validly licensed for a previous version of the Software. Any such updates, new releases and/or new versions shall be licensed subject to these Terms and Conditions.

11.3.2 Periodic Payment Licenses. Software orders specifying a Periodic Payment License require payment of initial fees and ongoing periodic fees. Purchaser may terminate a Periodic Payment License effective at the end of any payment period on ninety (90) days prior written notice to SCT.

11.3.3 Terms in Price List or SPD. For certain licenses additional or modified terms may apply as indicated and/or referenced in the Price List, the applicable SPD or Service Description.

11.4 License Termination. DIGITAL and/or SCT may terminate any licenses granted and any Software orders placed hereunder if Purchaser neglects or fails to perform or observe any of its obligations to DIGITAL and/or SCT under these Terms and Conditions, and such condition is not remedied within ten (10) days after written notice has been given to Purchaser. Termination, whether by SCT and/or DIGITAL or Purchaser, shall apply to all versions of the Software licensed for execution on the Licensed Processor. Before any termination by Purchaser becomes effective, and in the event of any termination by DIGITAL or SCT, Purchaser shall i) return to DIGITAL any license certificate furnished by DIGITAL or SCT, ii) destroy all copies of all versions of the Software in Purchaser's possession, iii) remove all portions of all versions of the Software from any adaptations made by Purchaser and destroy such portions, and iv) certify in writing that all copies, including all those included in Purchaser's adaptations, have been destroyed in accordance with DIGITAL's standard Destruction of Software certification.

11.5 Enforcement. SCT and DIGITAL shall have the right to enforce these sublicense terms against Purchaser, including the right to terminate the sublicense agreement for noncompliance.

12. Reservation of Property Rights.

12.1 The purchase or license of DIGITAL Products does not convey any right to combine or connect DIGITAL Products, protocols, or system architectures with products other than Authorized Products where DIGITAL has one or more patents covering such combination or connection. Authorized Products are: 1) products covered by an express license between DIGITAL and Purchaser, 2) products distributed directly or indirectly by DIGITAL, or 3) products distributed directly or indirectly by SCT.

12.2 Except as expressly set forth in these Terms and Conditions, SCT grants no right, title, or interest in DIGITAL's intellectual property rights to Purchaser.

13. Maintenance Material. Diagnostic Software, documentation, equipment or other material used by DIGITAL in the performance of installation, warranty, or Services may be furnished with Products or stored at Purchaser's facility. SCT grants no title or license to such material, and it remains the exclusive property of DIGITAL. Purchaser agrees to properly secure such material and not to use it in any manner or make it available to third parties without DIGITAL's prior consent.

14. Export. Purchaser hereby acknowledges that it will not export any DIGITAL Products or technical data (e.g., any technical information relating to Products written or otherwise), or any product incorporating Products, or DIGITAL technical data, without first obtaining required U.S. Government export licenses. Purchaser further acknowledges that it is knowledgeable about U.S. Government export licensing requirements or that it will become so prior to engaging, directly or indirectly, in any export transaction involving Products, or DIGITAL technical data.

15. Remedies and Limitations.

15.1 SCT's and DIGITAL's entire liability and Purchaser's sole and exclusive remedies against

SCT and/or DIGITAL are set forth in this Paragraph 15, except as provided in Subparagraph 10.1. These remedies are Purchaser's exclusive remedies and are in lieu of any other remedy at law or in equity.

15.2 In all situations involving performance or nonperformance of Equipment and Software furnished hereunder, Purchaser's sole and exclusive remedy is 1) repair or replacement by DIGITAL (at DIGITAL's option) of defective Equipment if notified by Purchaser of the defect within the warranty period, or 2) remedy, by DIGITAL in the manner specified in the SPD during the stated warranty period. If DIGITAL fails to perform its warranty or service responsibilities, or if Purchaser has any other claim against SCT and/or DIGITAL related to Products or Services purchased or licensed from SCT and/or DIGITAL, Purchaser shall be entitled to recover only direct damages and only up to the limits set forth in Subparagraph 15.3.

15.3 SCT'S AND DIGITAL'S LIABILITY TO PURCHASER FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE LESSER OF ONE MILLION DOLLARS (\$1,000,000.00) OR THE PURCHASE PRICE PAID TO SCT FOR THE PRODUCTS AND SERVICES THAT ARE THE SUBJECT OF PURCHASER'S CLAIM. THIS LIMITATION WILL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT INCLUDING WITHOUT LIMITATION NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY, AND OTHER CAUSES OF ACTION BASED ON SIMILAR LEGAL THEORIES.

15.4 IN NO EVENT WILL DIGITAL OR SCT BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA OR USE, LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE.

15.5 Any action against DIGITAL or SCT must be brought within eighteen (18) months after the cause of action arises.

16. General Provisions. DIGITAL Products are manufactured for standard commercial uses and are not intended to be sold or licensed for use in critical safety systems in nuclear facilities. SCT and DIGITAL may require additional contractual safeguards for other nuclear, mass transportation, and aviation applications. SCT and DIGITAL are not responsible for delay or failure to perform its obligations due to causes beyond its reasonable control. Installation, warranty, and Services to be performed at Purchaser's facility may not be performed if DIGITAL or SCT reasonably believes conditions at the Purchaser's facility represent a safety or health hazard to any DIGITAL or SCT employee. Neither party may assign or transfer any of the rights, duties and obligations listed above without the written consent of the other party. SCT and DIGITAL are independent contractors, and there exists no relationship of joint venture partnership or

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agency between them. SCT does not have, and will not hold itself out as having, any right or authority to act, or assume or create any obligation or responsibility (whether express or implied) on behalf of or in the name of DIGITAL. All notices and other communications required or permitted hereunder will be in writing and, except as otherwise provided herein, will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested, or sent by overnight courier to the address shown on the signature page hereof, or to such other place as the parties hereto from time to time may direct. Service Descriptions, SPD's and the provisions in the Price List applicable to Products or Services that are the subject of Purchaser's order shall be considered part of these Terms and Conditions and are provided to Purchaser, or if not provided, are available to Purchaser on request. SCT's acceptance of Purchaser's order will form an agreement subject only to these Terms and Conditions. These Terms and Conditions set forth the entire agreement among the parties and will supersede and extinguish any previous discussions, proposals, offers, communications, representations, or agreements by either party whether verbal or written including any terms and conditions on Purchaser's order. Any modification to these Terms and Conditions must be in writing and signed by authorized representatives of SCT and Purchaser. This agreement is governed by and construed under the laws of North Carolina.

SCT agrees to sell the Purchaser the products and services identified in the following Attachment A in accordance with the aforementioned terms and conditions.

SCT GOVERNMENTAL  
SYSTEMS, INC.

PUBLIC WORKS COMMISSION OF THE  
CITY OF FAYETTEVILLE, NORTH CAROLINA

By: \_\_\_\_\_

By: Robert C. Williams

\_\_\_\_\_  
(Printed Name of Signatory)

Robert C. Williams

\_\_\_\_\_  
(Printed Name of Signatory)

Title: \_\_\_\_\_

Title: Chairman

6951 Van Gogh Avenue  
Baton Rouge, LA 70806

Post Office Box 1089  
Address: Fayetteville, NC 28302-1089

CITY OF FAYETTEVILLE

ATTEST:

BY: \_\_\_\_\_

MAYOR

\_\_\_\_\_  
CITY CLERK

APPROVED as to form this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
Richard M. Lewis, Jr.  
Public Works Commission Attorney

ATTACHMENT A

Model	Description	Qty	Unit Price	Extended
DV-44JTI-A9	VAX 4000-400 TIMESHARING SYSTEM 16 VUPS, 64MB MEMORY, 2 DSSI CONTROLLERS ON CPU	1	95,747	95,747
QL-001A2-B4	VMS 41 TO UNLIMITED UPGRADE	1	8,640	8,640
TF85E-JA	CARTRIDGE TAPE SYSTEM 2.6GB, 800KB/s	1	8,368	8,368
RF352-AA	1.7 GB FIXED DISK	3	14,816	44,448
QS-945A9-TH	DEC PROJECT MANAGER	180	160	28,800
QL-VD7A9-JG	VAX FMS FULL USE LICENSE	1	13,484	13,484
QA-VD7AA-HS	VAX FMS MEDIA & DOCUMENTATION	1	644	644
QA-001AA-GZ	VMS 5.5 EXTENDED SET DOCUMENTATION KIT	1	2,244	2,244
QL-VBRA2-AA	VAXCLUSTER SOFTWARE LICENSE	1	6,125	6,125
KFQSA-SG	Q-BUS TO DSSI ADAPTOR	2	3,750	7,500
BC21M-09	DUAL-HOST CABLE	4	158	632
	IQ REPORT GENERATOR FOR VAX VMS	1	12,500	12,500
R400X-B9	EXPANSION PEDESTAL	1	3,824	3,824
FR-PCP11-FA	DECPC 320P NOTEBOOK WITH: 2 MB MEMORY, 80MB HARD DRIVE, 3.5 FLOPPY DRIVE, VGA DISPLAY, 2400 BD MODEM, KEYBOARD, BATTERY PACK, SERIAL, PARALLEL, CRT PORT, MS-DOS 5.0/WINDOWS 3.1, CARRYING CASE, AC ADAPTOR, LOGITECH TRACKMAN PORTABLE	1	0	0
SUB TOTAL				232,956
*DISCOUNT				-39,368
TRADE-IN OF 3900				-19,500
<b>GRAND TOTAL</b>				<b>174,088</b>

NOTE: Price includes hardware installation.

\* Discount offered only if all Hardware items listed on this attachment and all proposed Application software and services listed on Schedule 1 to Exhibit P of the Software License and Services Agreement between the parties are purchased from SCT.

# COPY

# ORIGINAL

## SOFTWARE LICENSE AND SERVICES AGREEMENT

This Agreement is entered into by and between SCT Governmental Systems, Inc. ("Company"), an SCT Company, and the Public Works Commission of the City of Fayetteville, North Carolina for and on behalf of the Commission itself and the City of Fayetteville, North Carolina ("Licensee") as of the Effective Date.

The parties to this Agreement agree as follows:

### 1. Certain Definitions.

- (a) "Equipment" means one (1) DEC VAX configuration using the VMS operating system, at the Location.
- (b) "Intellectual Property Rights" means all patents, patent rights, copyrights, copyright registrations, trade secrets, trademarks, service marks, trademark and service mark registrations, goodwill pertaining to trademarks and service marks, and confidential information.
- (c) "Location" means Licensee's administrative computing facility located in Fayetteville, North Carolina.
- (d) "Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment, but not generally readable by humans without reverse assembly, reverse compiling, reverse conversion, or reverse engineering.
- (e) "Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation. Source Code is readable by humans and may be translated into Object Code for execution on computer equipment through the process of compiling or assembling or may be executed through the process of interpretation at the time of execution.
- (f) "MONITOR Software" means the Source Code and Object Code for the computer programs and computer coded instructions for the following Major Systems: Fund Accounting Information System; Budget Preparation System; Check Reconciliation System; Purchase Order Processing System; Stores Inventory System; Payroll Processing/Human Resource Management System; Accounts Receivable System; Fixed and Movable Assets System; and Cost Accounting System, including all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided to Licensee by Company.
- (g) "Major System" means any one of the systems of the MONITOR Software identified in Section 1(f) above.
- (h) "Effective Date" means the date identified as such on the signature page of this Agreement.
- (i) "Installation Date" means the respective date that each Company modified Major System is installed at Location and demonstrated by the Company to be ready for use.

2. Ownership. Company has the right to grant Licensee the right to use the MONITOR Software and to provide Licensee with the services enumerated in this Agreement therefor, all on the terms and conditions set forth in this Agreement.

3. License. In consideration of Licensee's full payment of the fees set forth in Section 6 below, Company hereby grants to Licensee a perpetual, non-exclusive, non-transferable license to use the MONITOR Software subject to the terms and conditions contained in this Agreement. Any rights not expressly granted in this Agreement are expressly prohibited.

(a) Source Code. Licensee shall have the non-exclusive right to copy and use, subject to the provisions of this Agreement, including without limitation Section 3(d) below, the Source Code for the MONITOR Software on the Equipment at the Location to compile, modify, improve and enhance the MONITOR Software for Licensee's own in-house computing operations.

(b) Object Code. Licensee shall have the non-exclusive right to copy and use, subject to the provisions of this Agreement, the MONITOR Software in Object Code form on the Equipment at the Location for Licensee's in-house computing operations. Licensee may also use the MONITOR Software in Object Code form temporarily on a configuration comparable to the Equipment, either at the Location or at a site other than the Location, upon prompt written notice to Company, for disaster recovery of Licensee's computer operations if the Equipment is inoperative.

(c) Restrictions on Use of the MONITOR Software. Unless Company gives its prior written consent, Licensee may not assign, license, or otherwise transfer, voluntarily, by operation of law or otherwise, its right to use the MONITOR Software. The Licensee may not make the MONITOR Software available in any commercial time-sharing, commercial

networking, or rental arrangements. Both before and after termination of this Agreement for any reason, Licensee will not permit (i) any person or entity, other than Licensee's employees with a need to know, directly or indirectly to use, have access to or use of all or any part of the MONITOR Software, or (ii) all or part of the MONITOR Software to be exported, in any manner or by any means, without in each instance first obtaining Company's prior written consent and valid license (if required) from and the prior approval of the Office of Export Administration within the United States Department of Commerce and other appropriate governmental authorities of the United States.

(d) Restrictions on Use of Source Code. Licensee will not disclose all or any part of the Source Code to any person except its employees as reasonably necessary to permit such employees to use the Source Code for the purposes explicitly permitted in this Agreement. Licensee may permit its employees to have access to the Source Code only on a need-to-know basis and Licensee affirms that each such employee will be informed in writing of the non-disclosure obligations of Licensee and the employee under this Agreement.

(e) Intellectual Property Rights Notices. Licensee agrees to include the Intellectual Property Rights notice(s) provided by Company in the code, or written on labels or containers of the MONITOR Software, or on the cover or title page of documentation, in any copy or part thereof made by Licensee. Licensee shall not modify or remove, in any manner, the Intellectual Property rights notice(s) provided by Company in connection with the MONITOR Software.

(f) Right of Use for the City of Fayetteville. The City of Fayetteville ("City") shall have the option ("Option") to obtain the right to use the MONITOR Software to the same extent as Licensee on a separate SCT-supported configuration, for an additional License Fee of Fifty Thousand Dollars (\$50,000). City can exercise the Option by executing an amendment to this Agreement in a form agreed to by both parties ("Amendment") and returning the Amendment to Company so that the Amendment is received by Company at its headquarters by not later than June 29, 1993.

#### 4. Services.

(a) Installation/Training. Company agrees to perform the Installation/Training services specified in Exhibit IT, which is attached to and incorporated in this Agreement by reference, on the terms and conditions contained in this Agreement, for the applicable fees set forth in Exhibit P.

(b) Consulting and Modification Services. Subject to the availability of Company personnel to provide such services, Company agrees to provide to Licensee, at Licensee's written request, the services described in Exhibit CS, which is attached to and incorporated in this Agreement by reference, for the fees set forth in Exhibit CS and on the terms and conditions contained in this Agreement.

5. Delivery. Company will use its best efforts to deliver the MONITOR Software to Licensee at the Location within thirty (30) days of the Effective Date. One (1) set of documentation for the MONITOR Software shall be delivered to Licensee. The date on which a Major System is first received by Licensee at the Location shall be the Delivery Date for that system.

#### 6. Payment and Taxes.

(a) Payment. For the license of the MONITOR Software and the performance of the services described in Sections 4(a) and 4(b), Licensee will pay Company in accordance with Exhibit P, which is attached to and incorporated in this Agreement by reference. Travel and living expenses shall be invoiced as incurred according to the amounts set forth in Exhibit P and any other exhibit of this Agreement. Licensee shall pay each invoice under this Agreement by not later than thirty (30) days from the date thereof. Any amounts not paid when due shall bear interest at a rate of interest per annum equal to the lesser of: (i) the prime rate established from time to time by Philadelphia National Bank, Philadelphia, PA plus three (3%) percent; or (ii) the highest rate permitted by law.

(b) Taxes. Licensee represents that it is a tax-exempt entity. Notwithstanding the foregoing, however, taxes, other than taxes based on Company's net income or capital stock, imposed by any taxing authority and based upon or in any way relating to this Agreement, the MONITOR Software, the services provided or payments made under this Agreement shall be the responsibility of Licensee and shall be payable in addition to other fees and charges under this Agreement. Licensee may provide Company, in lieu of paying any such tax required to be paid by Licensee, with a certificate of exemption in form and substance reasonably satisfactory to Company; and Licensee may, if permitted by law, contest any such tax required to be paid by it under this Agreement, provided that Licensee has made prior arrangements reasonably satisfactory to Company so that Company will suffer no damage or injury as a result of such contest. Licensee, upon request by Company, shall provide Company with proof of payment, or exemption from payment, of any tax that Licensee would otherwise be required to pay under or in connection with this Agreement.

7. Warranty and Disclaimer of Warranty.

(a) Limited Warranty by Company For Major Systems. Company warrants to Licensee for a period of twelve (12) months after the Installation Date of a Major System, that the then-current Company modified Major System, as used by Licensee on the Equipment at the Location for its in-house computing operations, will operate in all material respects in accordance with the then-current Company provided documentation for the Major System.

(b) Licensee's Remedy for Breach of Warranty. In the event of any breach of the foregoing warranty, Company, at its own expense, will provide an avoidance procedure for or a correction of each such material defect that is documented by Licensee, as soon as is reasonably practicable. A defect is "documented" if Licensee has provided sufficient information for Company to reproduce the defect on the then-current Company modified Major System as first delivered by Company to Licensee, operating on a computer configuration which is identical to or compatible with the Equipment and which is in Company's possession and/or under Company's control. If, despite diligent and repeated efforts, Company is unable to provide an avoidance procedure for or a correction of a documented defect, Licensee may elect one of the following two remedies to the exclusive of all others; (1) pursue its remedy at law to recover direct damages resulting from the breach of warranty, subject to the terms and conditions contained in this Agreement; or (2) Licensee may elect to terminate its License for that major system and accept from SCT a refund of the License Fee amount the Licensee actually paid SCT for that major system. These remedies are exclusive and are in lieu of all other remedies, and Company's sole obligations in the event of any breach of warranty will be as stated above.

(c) Disclaimer of Warranty. Licensee agrees and understands that the warranty set forth above is made to Licensee exclusively and is in lieu of all other warranties, and that COMPANY MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE MONITOR SOFTWARE OR ANY PARTS THEREOF, AND THAT COMPANY EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. FURTHER, COMPANY EXPRESSLY DOES NOT WARRANT THAT THE MONITOR SOFTWARE, THE MODIFICATIONS OR ANY PARTS THEREOF, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE (OTHER THAN THE LICENSEE ENVIRONMENT IDENTIFIED IN EXHIBIT IT) POSSESSED OR TO BE POSSESSED BY LICENSEE.

(d) Abrogation of Warranty. The warranty set forth above will be null and void if (i) notwithstanding any other provision of this Agreement, any person (including Licensee) attempts to correct or further modify any of the MONITOR Software as delivered to Licensee, or (ii) Licensee refuses to implement modifications to the MONITOR Software that Company may provide for the purpose of correction or improvement, whether or not required to be provided by Company.

8. Confidential Information. The party receiving ("Recipient") any confidential information under this Agreement from the other party ("Owner") agrees: (i) to treat the Owner's confidential information as proprietary to the Owner; and (ii) that it will not knowingly disclose to any person or entity not a party to this Agreement, or use for its own or any such person's or entity's benefit, any confidential information of the Owner. In no event will the Recipient use less care to maintain the confidentiality of the Owner's confidential information than the Recipient uses to maintain the confidentiality of its own information of equal importance. The obligations set forth in this Section 8 are subject to the following definitions, terms and conditions:

(a) Definitions. Confidential information of Licensee includes non-public information and data regarding Licensee's administrative methods, administrative plans and data processing. Confidential information of Company includes the MONITOR Software, algorithms, methods, techniques and processes revealed by the Source Code of the MONITOR Software, non-public information concerning Company's business and the terms and provisions of this Agreement.

(b) Exceptions. Confidential information, whether or not described above, does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Owner regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient receives from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

(c) Survival of Obligations. Notwithstanding the termination of this Agreement, the non-disclosure and non-use obligations set forth above will remain in full force with respect to each item of confidential information for a period of ten (10) years after the first receipt of that item by the Recipient.

9. Indemnities.

(a) Indemnity by Licensee. Licensee agrees to indemnify Company and hold it harmless against and from any claim, demand, action, proceeding, loss, liability, cost and expense (including without limitation court costs and reasonable fees of attorneys, accountants and other professionals) incurred or suffered by Company as a result of any violation by Licensee of the obligations, restrictions or limitations in this Agreement.

(b) Indemnity by Company. Company will defend or settle, at its own expense, any action brought against Licensee to the extent that it is based on a claim that use of the MONITOR Software provided by Company pursuant to this Agreement infringes any United States copyright of others, and Company will pay any costs, damages and attorneys' fees finally awarded against Licensee in any such action attributable to any such claim; but such defense, settlements and payments are expressly conditioned on the following: (i) that Company is notified promptly in writing by Licensee of any such claim; (ii) that Company is granted in writing sole control of the defense of any such claim and of all negotiations for its settlement or compromise; (iii) that Licensee cooperates with Company in a reasonable way to facilitate the settlement or defense of the claim; (iv) that the claim does not arise from modifications not authorized in writing by Company or from the use or combination of products provided by Company with items provided by Licensee or others; and (v) that should the MONITOR Software become, or in Company's opinion be likely to become, the subject of such a claim of infringement, then Licensee will permit Company, at Company's option and expense, (A) to procure for Licensee the right to continue using the same under the terms of this Agreement, or (B) to replace or modify the same so that it becomes non-infringing and substantially equivalent in function, or (C) to refund to Licensee the license fee paid to Company by Licensee under this Agreement for the Major System giving rise to the liability, less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS COMPANY'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination. This Agreement will continue in full force and effect except as follows:

(a) Termination by Company. Company will have the right to terminate this Agreement if: (i) Licensee fails to honor the restrictions on disclosure and use of Company's confidential information provided under this Agreement; (ii) Licensee infringes or participates in infringement of Company's Intellectual Property Rights; (iii) Licensee fails to honor the limitations and restrictions on use of the MONITOR Software, or any part thereof, as provided in this Agreement; (iv) Licensee files a voluntary petition in bankruptcy or remains an involuntary petitioner in bankruptcy for a period exceeding ninety (90) days; or (v) Licensee breaches or fails to perform any other material term or condition of this Agreement.

(b) Termination by Licensee. Licensee will have the right to terminate this Agreement if: (i) Company fails to honor the restrictions on disclosure and use of Licensee's confidential information provided under this Agreement; or (ii) Company breaches or fails to perform any other material term or condition of this Agreement.

(c) Procedure for Termination. Either party may terminate this Agreement for cause at any time while the event or condition giving rise to the right of termination exists, by giving the other written notice describing that event or condition in reasonable detail. Upon receipt of that notice, the other party will have a period of thirty (30) days in which to cause that event or condition to be corrected or cured to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not so corrected or cured within that period, this Agreement will terminate as of the end of that period automatically, without further act by any party. Notwithstanding the foregoing, however, in the event that Licensee files a voluntary petition in bankruptcy or remains an involuntary petitioner in bankruptcy for a period exceeding ninety (90) days, Company shall have the right to terminate this Agreement immediately, without further action or delay, by providing Licensee with written notice of such termination.

(d) Effect of Termination. If this agreement is properly terminated by either party, Licensee promptly will return to Company or (at Company's request) destroy all copies of the MONITOR Software affected by said termination and will certify to Company in writing, over the signature of a duly authorized representative of Licensee, that it has done so.

(e) Survival of Obligations. All obligations relating to non-use and non-disclosure of confidential information, indemnity, and the obligations of Licensee to respect Company's Intellectual Property Rights will survive termination of this Agreement for any reason.

(f) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement by either Company or Licensee in accordance with the terms of this Agreement will be without prejudice to the terminating party's other rights and remedies under or in connection with this Agreement, both at law and in equity. Notwithstanding any other provisions of this Agreement, if Licensee rightfully terminates this Agreement pursuant to section 10(b) above Licensee may elect one of the following two remedies to the exclusion of all other remedies: (1) pursue its remedy at law to recover direct damages resulting from the breach of warranty, subject to the terms and conditions contained in this Agreement; or (2) Licensee may elect to terminate its License for that major system and accept from SCT a refund of the License Fee amount

the Licensee actually paid SCT for that major system. These remedies are exclusive and are in lieu of all other remedies, and Company's sole obligations in the event of any breach of warranty will be as stated above.

**11. Notices.** All notices and other communications required or permitted under this Agreement will be in writing and, except as otherwise provided in this Agreement, will be deemed given when delivered personally, sent by registered or certified mail, return receipt requested, or sent by overnight courier to the address shown on the signature page hereof, or to such other place as the parties hereto from time to time may direct. A copy of all notices to Company shall also be sent to the attention of General Counsel for the SCT Companies at 4 Country View Road, Malvern, Pennsylvania 19355.

**12. Force Majeure.** Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official, governmental and judicial action not the fault of the party failing or delaying in performance.

**13. Assignment.** The benefits and burdens of each party under this Agreement will not be assignable without the prior written consent of the other party to this Agreement, and any attempt to assign them without that consent will be void. Notwithstanding the foregoing, Company may assign this Agreement to its successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and Company may assign this Agreement in whole or in part to any person or entity to which it transfers any exclusive rights in the MONITOR Software. Notwithstanding the foregoing, however, and without limitation thereon, Licensee agrees that personnel from any or all of the SCT Companies may, from time to time, provide services to Licensee under this Agreement at Company's direction and request, and that the provision of such services by personnel of any other SCT Company under this Agreement shall not constitute an assignment of this Agreement, in whole or in part.

**14. No Waiver.** No failure of either party to this Agreement to prosecute its rights with respect to any single or continuing breach of this Agreement will act as a waiver of the right of that party to later exercise any right or enforce any remedy granted under this Agreement with respect to that same or any other breach of this Agreement by the other party to this Agreement.

**15. Choice of Law; Severability.** This Agreement will be governed by and construed in accordance with the laws of the state of North Carolina and the United States of America. If any provision of this Agreement is found invalid or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

**17. LIMITATIONS OF LIABILITY.** COMPANY AND LICENSEE ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL COMPANY'S LIABILITY IN CONNECTION WITH THE MONITOR SOFTWARE, THE SERVICES PROVIDED UNDER THIS AGREEMENT, THIS LICENSE, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, EXCEED IN THE AGGREGATE THE SUM OF \$450,000. COMPANY WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF DATA, AND LOSS OF REVENUES, EVEN IF INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE. COMPANY AND LICENSEE FURTHER ACKNOWLEDGE AND AGREE THAT THEY ARE ENTERING INTO THIS AGREEMENT ON THE UNDERSTANDING THAT THE FEES FOR THE MONITOR SOFTWARE AND THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT HAVE BEEN SET TO REFLECT THE FACT THAT LICENSEE'S REMEDIES, AND COMPANY'S LIABILITY, SHALL BE LIMITED AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND IF NOT SO LIMITED, THE FEES FOR THE SAME WOULD HAVE BEEN SUBSTANTIALLY HIGHER.

**18. Entire Agreement.** This Agreement and the items listed below, which are hereby fully incorporated herein by this reference sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement. Any purchase order or similar document which may be issued by Licensee in connection with the MONITOR Software, the license thereof, the services provided, or any other matter relating to this agreement shall be for Licensee's internal purposes only and any terms and conditions which may be included in such purchase order or other document shall not modify in any manner any of the terms and conditions of this Agreement and shall not bind Company in any manner and shall be completely ineffective and unenforceable against Company, even if it is initialed, signed, or acknowledged by a representative of Company. No modification hereof or waiver of any right under this Agreement will be effective unless it is evidenced in a writing executed by an authorized representative of each party to this Agreement.

(a) The Licensee's "Request for Proposal for Integrated Computer Software" dated 1-20-92

(b) Page entitled Bid Exceptions, Section I; and Section X in total of the Company's Response to the Licensee's RFP dated 2-25-92.

In the event that any provisions of (b) above should conflict with any provisions of (a) above, such provisions of (b) above shall be deemed controlling. In the event that either (a) or (b) above should conflict with any other provisions of this Agreement, such other provisions of this Agreement shall be conclusively deemed to be controlling.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, through the signatures of their duly authorized representatives.

Effective Date: \_\_\_\_\_

SCT GOVERNMENTAL SYSTEMS, INC.

PUBLIC WORKS COMMISSION OF THE CITY OF  
FAYETTEVILLE, NORTH CAROLINA

By: \_\_\_\_\_

By: Robert C. Williams

\_\_\_\_\_  
(Printed Name of Signatory)

Robert C. Williams  
\_\_\_\_\_  
(Printed Name of Signatory)

Title: \_\_\_\_\_  
6951 Van Gogh Avenue  
Baton Rouge, LA 70806

Title: Chairman  
\_\_\_\_\_  
P. O. Box 1089  
Address: Fayetteville, NC 28302-1089

CITY OF FAYETTEVILLE

ATTEST:

BY: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

APPROVED as to form this \_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
Richard M. Lewis, Jr.  
Public Works Commission Attorney



EXHIBIT P

Payment Schedule

Costs for licensed software and provided services are set forth in Schedule 1 to this Exhibit P, attached hereto and incorporated herein by reference.

Payment of the license fee for each Major System, totaling \$163,650, shall be made by Licensee to SCT as follows: \$40,912.50 due upon the Effective Date; an additional \$30,684.38 due 11-15-92; an additional \$23,013.28 due 2-15-93; an additional \$17,259.96 due 5-15-93; an additional \$19,049.88 due 7-15-93; and the final amount of \$32,730 due 12-31-93. The Company will finance for the Licensee the final payment of \$32,730 on a single pay note for a period of up to 12 additional months (i.e., until 12-31-94) at 8% apr.

Installation/Training Services (Exhibit IT) and Customization Services (Exhibit CS) shall be invoiced upon completion of the service as identified in Schedule 1 of Exhibit P and shall be paid by Licensee to Company by not later than thirty (30) days from the date of invoice therefor. Travel and living expenses shall be billed monthly as incurred, and shall be paid by Licensee to Company by not later than thirty (30) days from the date of invoice therefor. If completion of services is delayed at the request of the Licensee, the Company shall invoice for the Services completed to date, and said invoice shall be paid by the Licensee to the Company by not later than thirty (30) days from the date of the invoice therefor.

# Fayetteville Public Works Commission Turn-Key Cost

SYSTEM NAME	LICENSE FEE		REQUIREMENTS ANALYSIS		CUSTOM MODIFICATIONS		CONVERSION ASSISTANCE		INSTALLATION TRAINING		TRAVEL	GRAND TOTAL
	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost		
FUND ACCOUNTING	80	33,500	80	6,800	476	40,460	40	3,400	160	13,600	9,000	106,760
BUDGET PREPARATION	20	15,100	20	1,700	0	0	0	0	80	6,800	3,750	27,350
PAYROLL/HR	120	22,700	120	10,200	488	41,480	60	5,100	160	13,600	10,500	103,580
CHECK RECONCILIATION	20	7,550	20	1,700	0	0	0	0	20	1,700	1,500	12,450
FIXED ASSETS	20	15,100	20	1,700	34	2,890	40	3,400	80	6,800	4,500	34,390
PURCHASING	40	18,500	40	3,400	190	16,150	40	3,400	80	6,800	4,500	52,750
INVENTORY	20	15,100	20	1,700	213	18,105	40	3,400	80	6,800	4,500	49,605
ACCOUNTS RECEIVABLE	20	17,600	20	1,700	0	0	10	850	80	6,800	4,500	31,450
COST ACCOUNTING	40	18,500	40	3,400	102	8,670	40	3,400	80	6,800	4,500	45,270
<b>TOTAL</b>	<b>340</b>	<b>163,650</b>	<b>340</b>	<b>28,900</b>	<b>1,313</b>	<b>111,605</b>	<b>230</b>	<b>19,550</b>	<b>740</b>	<b>62,900</b>	<b>42,750</b>	<b>463,605</b>

EXHIBIT CS

Customization Services

I. Generation of Requirements Definition Document for Modifications to MONITOR Software

A. Interview Licensee personnel to review Company's RFP response and determine modifications to be made to MONITOR Software as delivered by Company.

B. Generate revised functional and technical specifications in a Requirements Definition Document ("RDD") document, which will also contain additional costs (if applicable) and schedule estimates for Company to implement such changes.

II. Modifications

Company will modify and test the MONITOR Software modifications to the extent proposed in the applicable RDD generated pursuant to the provisions of this Exhibit CS.

III. Rate - The rate of \$85 per hour shall apply for one (1) year from the Effective Date, after which time Company may increase such rates upon notice to Licensee.

## EXHIBIT IT

### Installation/Training

#### I. Installation/Training Services

Company agrees, subject to the provisions of this Agreement and Licensee's timely performance of its obligations under this Agreement, to provide to Licensee the Installation/Training services hereinafter described .

A. Project Plan. Company and Licensee shall develop a project plan which identifies Company's and Licensee's responsibilities including Services identified in Schedule 1 of Exhibit P. Each Major System will be delivered in Source Code at the Location.

B. Company Responsibilities. Company shall provide Licensee with the number of person-hours set forth in Schedule 1 to Exhibit P of customization and installation services in connection with the MONITOR Software. Additional time may be secured at Company's then-current rates therefor.

C. Licensee Responsibilities. Licensee is responsible for establishing overall project direction including assignment and direction of Licensee personnel and other contract personnel (e.g. DEC project manager) involved in the project, providing a productive technical environment, and providing operational support to the implemented Major Systems at the completion of Company's services.

Licensee will assign an overall project manager during the term of the project. Responsibilities of Licensee's project management personnel include daily access by Company for project coordination, establishment and daily management of Licensee implementation plans, review of all Company delivered documentation, coordination of project activities, support of resource requirements with Licensee's data processing department, management of production preparation activities in both technical and user areas, and coordination of the resolution of any changes in Licensee's policies or operating procedures.

Licensee will also designate at least one senior technical person for each Major System from its staff to become knowledgeable and competent in supporting the MONITOR Software. Company expects these individuals to participate in production preparation activities and Company provided training. Licensee will also designate in each functional department a primary systems coordinator who is responsible for committing resources and for follow-up on outstanding issues.

#### II. Conditions

As a condition to Company's obligation to provide the Installation/Training Services, Licensee agrees to provide the following hardware, software, and access to Licensee's facilities.

A. Software and Hardware. Licensee agrees to provide at the Location, at no cost to Company, on or before the earliest Delivery Date, the software and hardware listed below (the "Licensee Environment"):

-Equipment

Licensee will maintain the Company-designated release of the systems software for the Equipment.

B. Access to Licensee Environment and Licensee's Facilities. Licensee will provide such additional assistance to Company as Company may reasonably request for the purpose of rendering the Installation/Training Services. Without limitation of the foregoing, Licensee will provide Company, as reasonably necessary for Company to perform its obligations under this Agreement, with all of the following without charge: (i) the Licensee Environment, provided and maintained at Licensee's expense in good working order and in actual operation at all times at which Company reasonably requests operation for the purpose of rendering the Installation/Training Services; (ii) the right for Company to use the Licensee Environment (including all related software), either on Licensee's premises or remotely by telecommunication, at Company's request; (iii) teleprocessing capabilities; (iv) other computer systems of Licensee; (v) reasonable access to the Licensee Environment and to Licensee's offices; (vi) office equipment and services such as desks, chairs, word processors, telephone, copying and other equipment and services appropriate to accommodate Company personnel; and (vii) a reasonable amount of space on Licensee's premises, including parking space, for Company personnel.

III. Additional Support.

Until the Delivery Date and the completion of all modification work, if any, in addition to the Licensee Environment, Licensee will provide Company reasonable dedicated address space in which to execute an on-line test environment. Licensee will also provide Company with a reasonable amount of disk storage space. Company will exercise reasonable care to minimize the use of machine time and disk space.

Remote access will be provided on a twenty-four-hour-per-day, seven-day-per-week basis if the computer and communications facilities are scheduled for operation and Company usage does not degrade the normal production use of the computer in any material respect. All disk storage allocated to Company will be on-line during these hours.

Faint, illegible text covering the majority of the page, possibly bleed-through from the reverse side.



# COPY

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE  
DECLARING ITS INTENTION TO REIMBURSE THE PUBLIC WORKS  
COMMISSION OF THE CITY OF FAYETTEVILLE FROM THE PROCEEDS OF  
A TAX-EXEMPT FINANCING FOR CERTAIN EXPENDITURES TO BE MADE  
IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND/OR  
EQUIPPING OF CERTAIN CAPITAL IMPROVEMENTS

WHEREAS, the Public Works Commission (the Commission) of the City of Fayetteville (the City) was created pursuant to Chapter VI of the City Charter of the City for the purposes of supervising and managing the City's utility systems; and

WHEREAS, the City is a political subdivision organized and existing under the laws of the State of North Carolina; and is authorized by The Local Government Bond Act of North Carolina, Article 4 of Chapter 159 of the North Carolina General Statutes, to issue, usually after a referendum among the registered voters of the City, general obligations bonds of the City to finance the cost of acquisition, construction, reconstruction, enlargement, equipping, extension, betterment or improvements of utility system facilities, and is authorized by The State and Local Government Revenue Bond Act of North Carolina, Article 5 of Chapter 159 of the North Carolina General Statutes, to issue revenue bonds for the same purpose which would be supported by the fees and other charges derived with respect to utility facilities; and

WHEREAS, the Commission will make expenditures on and after the date hereof with respect to expenses incurred and to be incurred (**the "Expenditures"**) in connection with the acquisition, construction and/or equipping of the **Thermal Energy Storage System, (the "Project")**, as more fully described in Exhibit A attached hereto; and

WHEREAS, the City Council of the City of Fayetteville has determined that the funds advanced and to be advanced to pay Expenditures are or will be available for a temporary period and it is necessary to reimburse the Commission for Expenditures made on and after the date hereof with respect to the Project from the proceeds of one or more issues of tax-exempt bonds (**the "Bonds"**); and

WHEREAS, as of the date hereof, there are no funds of the City or of any other entity that is part of the controlled group of entities of which the City of Fayetteville is deemed a part under Treasury Regulation Sections 1.103-18 and 1.150-1(f) (**the "Controlled Group"**), that are, or are reasonably expected to be, allocated on a long-term basis, reserved or otherwise available pursuant to the budgets of the City of Fayetteville or of any other entity that is part of the **Controlled Group** to finance the Project;

**ITEM 4.B.**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS  
FOLLOWS:

Section 1. The City Council hereby adopts this declaration of official intent under Treasury Regulation Section 1.103-18(c)(2)(i) and declares the intent of the City to reimburse the Commission with the proceeds of a tax-exempt financing for **Expenditures** made on and after the date hereof with respect to the **Project**.

Section 2. On the date of each Expenditure, all reimbursable costs of the Project will be of a type properly chargeable to a capital account under general federal income tax principles.

Section 3. The maximum principal amount of debt expected to be issued for the Project is \$16,000,000.

Section 4. The adoption of the resolution is consistent with the budgetary and financial circumstances of the City and all other entities that are part of the Controlled Group.

Section 5. This resolution shall take effect immediately upon its passage.

Section 6. Beginning 10 days after the adoption of this resolution and ending on the date on which the Bonds are issued, this resolution will be reasonably and continuously available for inspection by the general public, on each business day and during normal business hours, at City Hall, 433 Hay Street, and will be maintained or otherwise supervised by the City Clerk.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Attested to

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



# PROJECT DESCRIPTION AND FUNCTION

Exhibit A

OF THE

## PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE

### *BUTLER-WARNER GENERATION PLANT*

#### **Thermal Energy Storage System**

The Thermal Energy Storage (TES) system is a project to increase the summer electrical capacity of the PWC's Butler-Warner Generation Plant to the level equal to the plant winter capacity. Combustion Turbines operate on the principle of mass flow. Increasing the mass flow of combustion air produces higher turbine capacity. The mass flow is dependent on the density of the air which is in turn dependant on air temperature. It is therefor possible to increase the capacity of a combustion turbine by cooling air entering the machine.

The TES system utilizes ice which is produced during periods of lower system loads to cool air during periods of high demand. The system is divided into two basic parts: Ice production and combustion air cooling. Each process system is designed with adequate redundancy and design margin so that malfunction of no one piece of the system will disable the process. Both processes are closed systems requiring no makeup in normal operation and are operated through the existing plant control system.

The ice production system uses an industrial type refrigerant compression and expansion process. Refrigerant compressors rated at 29.6 MBTU/hour (2,467 Tons) are used to drive ice harvesters (evaporators) which produce the ice from water in the Ice Storage Tank. The expanded refrigerant then returns to the compressor through a receiver and suction accumulator where it is recompressed. The ice produced is stored in two 2.2 million gallon tanks.

The ice storage sizing is based on a design week of five consecutive days of four hour peak generation periods using both dispatch and reserve combustion turbines where operating conditions are 102°F Dry Bulb and 77°F Wet Bulb. The design allows for an ice volume equivalent to 16,723 ton hours of cooling in reserve at the end of this period. The tanks are insulated and have a vapor barrier to reduce thermal loss. The ice chills the water in the tank so that the water may be used to cool combustion air.

The chilled water is pumped from the ice storage tanks by five 500 HP circulation pumps to the air cooling coils. Air cooling coils are water/air heat exchangers where the air entering the combustion turbine is cooled and the heat energy from the air is transferred to the water. The combustion air cooling system is designed to produce 40 degree F air at peak turbine output on a maximum design day. The water is then returned to the ice storage tank where it is re-chilled and pumped back to the cooling coils.

The TES system is designed to increase the summer net average available capacity of the Butler-Warner Generation Plant from 180,000 kW to 215,868 kW and to increase the reserve capacity from 62,664 kW to 88,413 kW. The other impacts on turbine operation when TES is added to the plant are a slight (0.65 inch H<sub>2</sub>O) increase in inlet pressure drop and a reduction in thermal stress due to lower exhaust temperatures.

**CAPITAL COST PAYMENT SCHEDULE**  
**FOR THE**  
**PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE**  
*BUTLER-WARNER GENERATION PLANT*

**Thermal Energy Storage**

<u>Year</u>	<u>Month</u>	<u>Expenditure</u>	<u>Project Expenditure</u>
1992	August	\$268,700	\$268,700
1992	September	\$226,550	\$495,250
1992	October	\$1,143,433	\$1,638,683
1992	November	\$1,244,517	\$2,883,200
1992	December	\$1,512,517	\$4,395,717
1993	January	\$3,598,883	\$7,994,600
1993	February	\$1,534,440	\$9,529,040
1993	March	\$777,340	\$10,306,380
1993	April	\$777,340	\$11,083,730
1993	May	\$996,030	\$12,079,750
1993	June	\$75,000	\$12,154,750

07/28/92

**CITY OF FAYETTEVILLE**

**SUPPLEMENTAL DATA**

**FOR FISCAL YEARS BEGINNING 1992-1993**

**CAPITAL PROJECT FUND**

**FUND: ELECTRIC, WATER & SANITARY SEWER SYSTEM**

**92 CAPITAL PROJECT FUND**

**DEPARTMENT: PUBLIC WORKS COMMISSION**

**SUBMITTED BY: TIMOTHY WOOD, MANAGER**

PROPOSED BY DEPARTMENT 1992-1995  
 RECOMMENDED BY PWC ADMIN. & COMMISSION

**OBJECT OF EXPENDITURE**

**CAPITAL COSTS - ELECTRIC:**

100 Acres Land Adjacent to the Butler-Warner Generation Plant  
 5.3 miles 69KV Transmission Line along Hwy 87 - to new substation site  
 69KV Breakers and Relay Replacements and Switching Upgrade at Owen Drive  
 Gray's Creek Substation  
 Tokay Substation  
 Camden Road Substation  
 Electric Meter Shop  
 Electric Transformer & Substation Maintenance Shop  
 Site Development at PWC Complex  
 Operations Center Building

\$300,000	\$300,000
1,100,000	1,100,000
1,077,500	1,077,500
910,000	910,000
537,500	537,500
500,000	500,000
700,000	700,000
700,000	700,000
1,600,000 G	1,600,000
2,000,000 G	2,000,000
\$9,425,000	\$9,425,000
(1,800,000)	(1,800,000)
\$7,625,000	\$7,625,000

Allocated to Water & Sewer  
 Net Electric Capital Costs

**CAPITAL COSTS - WATER & SEWER:**

1,000,000 Gallon Elevated Water Tank (to serve East Fayetteville)  
 16,300 ft. 30" Water Main (to serve Cedar Creek Road Area)  
 Design Fee - Water Meter Shop  
 Water Meter Shop

\$1,200,000	\$1,200,000
1,000,000	1,000,000
18,000	18,000
300,000	300,000

Allocated from Electric to Water & Sewer  
 Net Water & Sewer Capital Costs

\$2,518,000	\$2,518,000
1,800,000 G	1,800,000
\$4,318,000	\$4,318,000

**TOTAL CAPITAL COSTS - COMBINED**

11,943,000	11,943,000
------------	------------

G = GENERAL (50% ELECTRIC & 50% WATER & SANITARY SEWER)

07/28/92

92CPFD

CITY OF FAYETTEVILLE  
BUDGET ESTIMATE  
FOR FISCAL YEARS BEGINNING 1992-1993

FUND: ELECTRIC, WATER & SANITARY SEWER SYSTEM  
'92 CAPITAL PROJECT FUND  
DEPARTMENT: PUBLIC WORKS COMMISSION  
SUBMITTED BY: TIMOTHY WOOD, MANAGER

SOURCE OF REVENUE OR OBJECT OF EXPENDITURE

PROPOSED BY  
DEPARTMENT  
1992-1995

RECOMMENDED  
BY PWC ADMIN.  
& COMMISSION

REVENUES		
INTEREST INCOME	\$0	\$0
APPROPRIATION FROM ELECTRIC RETAINED EARNINGS	7,625,000	7,625,000
APPROPRIATION FROM WATER & SEWER RETAINED EARNINGS	4,318,000	4,318,000
DECREASE IN FUND BALANCE	0	0

TOTAL REVENUES  
\$11,943,000

EXPENDITURES		
PLANT CONSTRUCTION - ELECTRIC	\$7,625,000	\$7,625,000
PLANT CONSTRUCTION - WATER & SANITARY SEWER	4,318,000	4,318,000

TOTAL EXPENDITURES  
\$11,943,000

ADOPTED BY COMMISSION --> 05/27/92

# PLANNING DEPARTMENT

Post Office Box 1829  
Fayetteville, NC 28302  
Telephone (919) 678-7600

## CUMBERLAND COUNTY JOINT PLANNING BOARD

John Britt  
CHAIRMAN

George Vaughan  
PLANNING DIRECTOR

August 3, 1992

**MEMO TO:** FAYETTEVILLE CITY COUNCIL

**FROM:** CUMBERLAND COUNTY JOINT PLANNING BOARD

**SUBJECT:** CASE NO. P92-63. THE REZONING FROM R10 RESIDENTIAL DISTRICT TO R5A RESIDENTIAL DISTRICT OR TO A MORE RESTRICTIVE ZONING CLASSIFICATION FOR AN AREA LOCATED AT THE NORTHWEST CORNER OF CAIN ROAD AND VARRENE COURT. (FAYETTEVILLE ORDINANCE)

**ACTION:** THE TEN MEMBERS PRESENT AT THE JULY 7, 1992 REGULAR MEETING VOTED 8 TO 1 TO DENY THE REQUESTED R5A RESIDENTIAL DISTRICT AND APPROVE THE R6 RESIDENTIAL DISTRICT. MR. TEW WAS NOT PRESENT FOR VOTING.

### Minutes of July 7, 1992

Mr. Vaughan displayed a map outlining the existing zoning and land use in the area. He explained that the original request was for R6 Residential District.

Mr. Vaughan stated that the Planning staff recommends approval of the requested rezoning to R5A Residential District based on the following:

1. The site meets the location criteria for medium density residential development.

The Planning staff finds that all or any portion of the site is also suitable for the R6 Residential District.

Mr. Rudolph Singleton appeared before the Board representing Mr. W.C. Maxwell, the owner. Mr. Singleton stated that Mr. Maxwell owns twelve apartments at this location and has no plans to add more units. He stated that when Mr. Maxwell tried to renovate the site, he was unable to do so due to the fact that the site is nonconforming, and because of this if he were to lose fifty percent of the value of the apartments, he would not be allowed to rebuild. He stated the reason for the request is to enable the owner to repair and renovate the current units.

Mr. Bill Kelly appeared before the Board in opposition stating that when he called to inquire about the rezoning, he was told that more units were to be added to the site. He stated he has no problem with the renovation and repair work; however, he does not want to see more apartment units built at this site.

**ITEM 5.**

Mr. McNeill asked Mr. Vaughan if the R6 Residential District would also be suitable for the site. Mr. Vaughan stated that the R6 Residential will allow eleven and a fraction units on this site, and it may mean that the owner will lose a unit if the area is rezoned R6 Residential District and one of the buildings is destroyed.

Mr. McNeill asked if repairs could not be made under the current zoning. Mr. Vaughan stated that repairs could be made.

A motion was made by Mr. Davis to approve the R5A Residential District. The motion died for lack of a second.

After finding that the request is reasonable, not unduly discriminatory, in the public interest and all uses permitted in the proposed district are suitable for this property, a motion was made by Mr. McNeill and seconded by Ms. Vick to deny the requested R5A Residential District and approve the R6 Residential District. The motion passed 8 to 1 with Mr. Davis voting in opposition. Mr. Tew was not present for voting.

Minutes of June 16, 1992

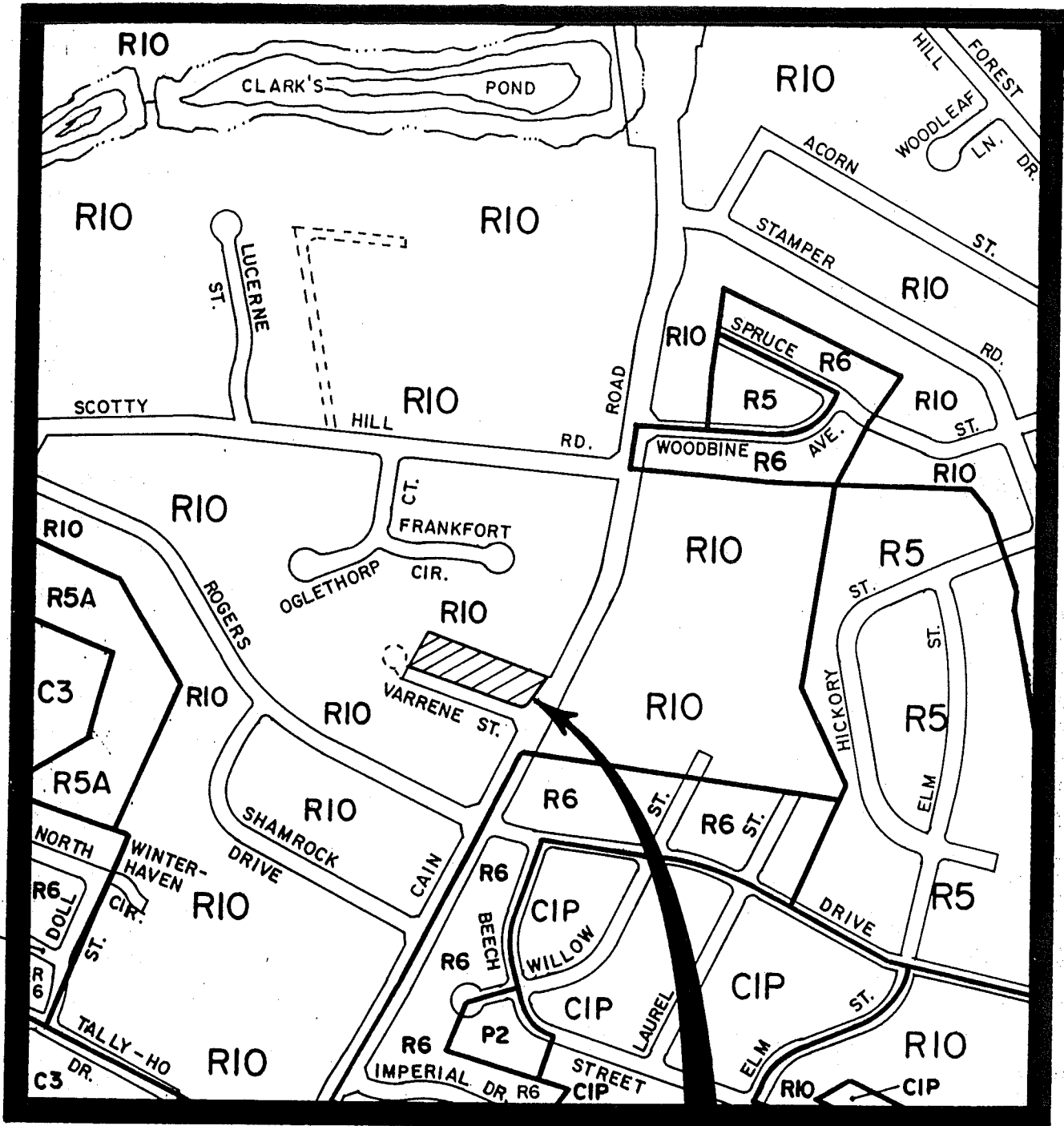
Mr. Lloyd stated that the legal description originally given the Planning Department contained part of the right-of-way which had been acquired by the City of Fayetteville for Cain road. He stated that the case needs to be readvertised for the next higher zoning classification in order to fulfill the applicant's purpose of making the number of apartments located on the property a conforming use.

Mr. Vaughan stated in order to avoid any possible technical violation of the Ordinance, the Planning Board should initiate this rezoning.

A motion was made by Mr. McLaurin and seconded by Mr. Shaw to initiate the rezoning case to the next higher zoning classification. The motion passed unanimously. Ms. Vick was not present for voting.

Attachment

:skc

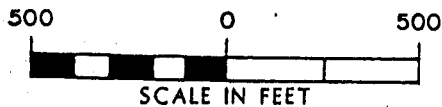


McGOUGH RD.

SOUTH WINTER-HAVEN CIR.



NORTH



**REQUESTED REZONING**  
**R10 TO R5A**

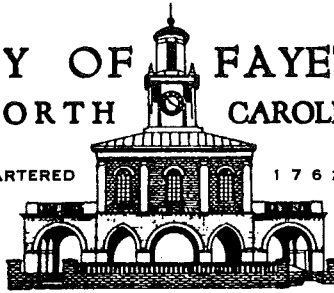
ACREAGE: 1.10 AC. ±	HEARING NO: P92-63	
ORDINANCE: FAYETTEVILLE	HEARING DATE	ACTION
PLANNING BOARD		
GOVERNING BOARD		





THE CITY OF FAYETTEVILLE  
NORTH CAROLINA

CHARTERED 1762



CITY MANAGER

FAYETTEVILLE, NC 28301-5537

433 HAY STREET

JULY 30, 1992

MEMORANDUM

TO: The Mayor and Members of City Council  
FROM: John P. Smith, City Manager *JPS*  
SUBJECT: Capital Project Ordinance 93-1

To implement the recommendations contained in my memo to Council regarding the PWC budget, I am proposing the following actions to City Council Monday night:

1. Adoption of Capital Project Ordinance 93-1 (attached). You will note that the project ordinance appropriates \$4 million for a Police Headquarters and \$5 million for parks improvements. Also available but not included in CPO 93-1 is the remainder of the \$1 million transferred from PWC at the end of FY 1992. I suggest we wait to get an audited General Fund Balance figure before appropriating the \$730,000 remaining from that transfer.
2. Instruct Administration to negotiate a contract for site and building analysis for a Police Headquarters.
3. Instruct the Parks and Recreation Advisory Commission to review and prioritize the suggested park improvement projects and submit their recommendations to City Council. After City Council has approved a list of projects, Administration can proceed with negotiating contracts for design services.
4. Instruct the Public Works Commission to resubmit its capital budget request with a recommendation for funding the completion of the 1990 Bond Fund projects.

JPS:ssm

An Equal Opportunity  
City of



Affirmative Action Employer  
Dogwoods

ITEM 6.



CAPITAL PROJECT ORDINANCE

Cap 93-1

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

Section 1. The project authorization is for the construction of a new facility for the Police Department and various improvements in the City park system.

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

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

Transfer from PWC Electric Utility 1993	\$3,000,000
Transfer from PWC Electric Utility 1994	\$3,000,000
Transfer from PWC Electric Utility 1995	<u>\$3,000,000</u>
	<u>\$9,000,000</u>

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

Police Facility	\$4,000,000
City Park Improvements	<u>\$5,000,000</u>
	<u>\$9,000,000</u>

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

Adopted this 6th day of August, 1992.



1992 - 1993 BUDGET ORDINANCE AMENDMENT  
CHANGE 93-2

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

That the City of Fayetteville Budget Ordinance adopted June 15, 1992, 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, 1992, and ending June 30, 1993 to meet the appropriations listed in Section 2.

ITEM	LISTED AS	REVISION	REVISED
<u>Schedule J:</u>			
Electric Utility	\$117,787,294	\$0	\$117,787,294
Electric Utility Revenues			
Appropriation of Electric	0	3,000,000	3,000,000
Utility Retained Earnings	<u>117,787,294</u>	<u>3,000,000</u>	<u>120,787,294</u>
Total Water and Sanitary Sewer Revenues	<u>26,986,998</u>	<u>0</u>	<u>26,986,998</u>
Total Estimated PWC Revenues	<u>\$144,774,292</u>	<u>\$3,000,000</u>	<u>\$147,774,292</u>

CITY OF FAYETTEVILLE

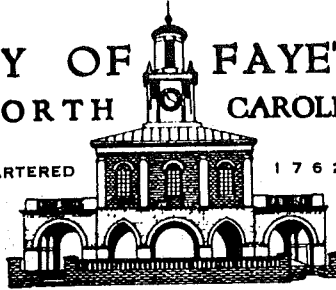
1992 - 1993 BUDGET ORDINANCE AMENDMENT  
CHANGE 93-2

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, 1992, and ending June 30, 1993, according to the following schedules:

ITEM	LISTED AS	REVISION	REVISED
<u>Schedule J:</u>			
Electric Utility	\$0	\$3,000,000	\$3,000,000
Transfer to City - CPO			
All Other Electric Utility	117,787,294	0	117,787,294
Expenses	<u>117,787,294</u>	<u>3,000,000</u>	<u>120,787,294</u>
Total Water and Sanitary			
Sewer Expenses	<u>26,986,998</u>	<u>0</u>	<u>26,986,998</u>
Total Estimated PWC Expenses	<u>\$144,774,292</u>	<u>\$3,000,000</u>	<u>\$147,774,292</u>

THE CITY OF FAYETTEVILLE  
NORTH CAROLINA

CHARTERED 1762



FAYETTEVILLE, NC 28301-5537

433 HAY STREET

CITY MANAGER

JULY 30, 1992

MEMORANDUM

TO: The Mayor and Members of City Council

FROM: John P. Smith, City Manager *JPS*

SUBJECT: PWC Charter and the Local Government Budget  
and Fiscal Control Act

At Monday's joint meeting with PWC you heard comments regarding the City Charter and the Budget and Fiscal Control Act. At issue was the authority City Council has over the PWC budget and whether City Council can legally appropriate funds from the electric fund for purposes not recommended by the Public Works Commission. You heard PWC Attorney Richard Lewis say that the issues were gray and the \$9 million proposed appropriation could be a charter violation. You also heard the City Attorney say it is not.

I have enclosed for your information a copy of pertinent sections of the Budget and Fiscal Control Act and a 1974 State Attorney General's opinion regarding the Greenville Utilities Commission and the Fayetteville Public Works Commission.

A key paragraph in the Budget and Fiscal Control Act is 159-7(c) which reads: "It is the intent of the General Assembly by enactment of this Article to prescribe for local governments and public authorities a uniform system of budget adoption and administration and fiscal control. To this end and except as otherwise provided in this Article, all provisions of general laws, city charters, and local acts in effect as of July 1, 1973, and in conflict with the provisions of Part 1 or Part 3 of this Article are repealed. No general law, city charter, or local act enacted or taking effect after July 1, 1973, may be construed to modify, amend or repeal any portion of Part 1 or Part 3 of this Article unless it expressly so provides by specific reference to the appropriate section."

An Equal Opportunity  
City of



Affirmative Action Employer  
Dogwoods

In 1974 Harlan Boyles who was Secretary of the Local Government Commission asked for an opinion from the Attorney General as to whether or not the Greenville Utilities Commission and the Fayetteville Public Works Commission were "public authorities" under the Act. If PWC is a public authority, then it can operate its budget and accounting independently from the City, as for example the Fayetteville Metropolitan Housing Authority does. The Attorney General in a letter to Mr. Boyles said in effect that neither the Greenville Utilities Commission or the PWC were clearly within the definition of public authority or unit of government. He goes on to say that they are administrative agencies of the municipalities and the intent of the Act is that their budgeting and fiscal control functions are considered responsibilities of the respective cities. He goes on to reiterate the act's provision about repeal of any charter provisions in conflict with the Act.

Based upon this opinion, the Local Government Commission, which is the state agency that oversees all local government budget and fiscal matters, has treated PWC as an agency of the City with no independent budget or fiscal authority.

The only conclusion that can be drawn is that so long as City Council acts in conformance with the Budget and Fiscal Control Act, it has absolute authority over the PWC budget.

JPS:ssm

Attachment



ing backward beginning with the day next before the given day. Saturdays, Sundays, and holidays are counted as any other day.

(c) The word "month" means 30 days, unless the words "calendar month" are used, in which case the number of days in the month may vary according to the calendar.

(d) The word "year" means the calendar year.

(e) The word "day," when used to denote a period of time within which an act may be done, means a period of 24 hours beginning at 12:00 midnight.

(f) When a time of day is given, the time is local time in the City of Raleigh, North Carolina.

### SUBCHAPTER III. BUDGETS AND FISCAL CONTROL.

#### ARTICLE 3.

#### *The Local Government Budget and Fiscal Control Act.*

##### Part 1. Budgets.

#### § 159-7. Short title; definitions; local acts superseded.

(a) This Article may be cited as "The Local Government Budget and Fiscal Control Act."

(b) The words and phrases defined in this section have the meanings indicated when used in this Article, unless the context clearly requires another meaning.

(1) "Budget" is a proposed plan for raising and spending money for specified programs, functions, activities or objectives during a fiscal year.

(2) "Budget ordinance" is the ordinance that levies taxes and appropriates revenues for specified purposes, functions, activities, or objectives during a fiscal year.

(3) "Budget year" is the fiscal year for which a budget is proposed or a budget ordinance is adopted.

(4) "Debt service" is the sum of money required to pay installments of principal and interest on bonds, notes, and other evidences of debt accruing within a fiscal year, to maintain sinking funds, and to pay installments on debt instruments issued pursuant to Chapter 159G of the General Statutes accruing within a fiscal year.

(5), (6) Repealed by Session Laws 1975, c. 514, s. 2.

(7) "Fiscal year" is the annual period for the compilation of fiscal operations, as prescribed in G.S. 159-8(b).

(8) "Fund" is a fiscal and accounting entity with a self-balancing set of accounts recording cash and other resources, together with all related liabilities and residual equities or balances, and changes therein, for the purpose of carrying on specific activities or attaining certain objectives in ac-

cordance with special regulations, restrictions, or limitations.

(9) Repealed by Session Laws 1975, c. 514, s. 2.

(10) "Public authority" is a municipal corporation (other than a unit of local government) that is not subject to the Executive Budget Act (Article 1 of Chapter 143 of the General Statutes) or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject to the Executive Budget Act, and (iii) operates on an area, regional, or multi-unit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

(11) Repealed by Session Laws 1975, c. 514, s. 2.

(12) "Sinking fund" means a fund held for the retirement of term bonds.

(13) "Special district" is a unit of local government (other than a county city, town, or incorporated village) that is created for the performance of limited governmental functions or for the operation of a particular utility or public service enterprises.

(14) "Taxes" do not include special assessments.

(15) "Unit," "unit of local government," or "local government" is a municipal corporation that is not subject to the Executive Budget Act (Article 1 of Chapter 143 of the General Statutes) and that has the power to levy taxes, and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

(16) "Vending facilities" has the same meaning as it does in G.S. 143-12.1.

(c) It is the intent of the General Assembly by enactment of this Article to prescribe for local governments and public authorities a uniform system of budget adoption and administration and fiscal control. To this end and except as otherwise provided in this Article, all provisions of general laws, city charters, and local acts in effect as of July 1, 1973, and in conflict with the provisions of Part 1 or Part 3 of this Article are repealed. No general law, city charter, or local act enacted or taking effect after July 1, 1973, may be construed to modify, amend, or repeal any portion of Part 1 or Part 3 of this Article unless it expressly so provides by specific reference to the appropriate section.

(d) Except as expressly provided herein, this Article does not apply to school administrative units. The adoption and administration of budgets for the public school system and the management of the fiscal affairs of school administrative units are governed by the School Budget and Fiscal Control Act, Chapter 115, Article 9. However, this Article and the School Budget and Fiscal Control Act shall be construed together to the end that the administration of the fiscal affairs of counties and school administrative units may be most effectively and efficiently administered.

#### § 159-8. Annual balanced budget ordinance.

(a) Each local government and public authority shall operate under an annual balanced budget ordinance adopted and administered in accordance with this Article. A budget ordinance is bal-

1978  
A.C.  
D.P.

The revenue estimate shall be an estimate of all revenues to be realized by department operations during the budget year. At the same time, the finance officer or department heads shall transmit to the budget officer a complete statement of the amount expended for each category of expenditure in the budget ordinance of the immediately preceding fiscal year, a complete statement of the amount estimated to be expended for each category of expenditure in the current year's budget ordinance by the end of the current fiscal year, the amount realized from each source of revenue during the immediately preceding fiscal year, and the amount estimated to be realized from each source of revenue by the end of the current fiscal year, and such other information and data on the fiscal operations of the local government or public authority as the budget officer may request.

**§ 159-11. Preparation and submission of budget and budget message.**

(a) Upon receipt of the budget requests and revenue estimates and the financial information supplied by the finance officer and department heads, the budget officer shall prepare a budget for consideration by the governing board in such form and detail as may have been prescribed by the budget officer or the governing board. The budget shall comply in all respects with the limitations imposed by G.S. 159-13(b), and unless the governing board shall have authorized or requested submission of an unbalanced budget as provided in subsection (c) of this section, the budget shall be balanced.

(b) The budget, together with a budget message, shall be submitted to the governing board not later than June 1. The budget and budget message should, but need not, be submitted at a formal meeting of the board. The budget message should contain a concise explanation of the governmental goals fixed by the budget for the budget year, should explain important features of the activities anticipated in the budget, should set forth the reasons for stated changes from the previous year in program goals, programs, and appropriation levels, and should explain any major changes in fiscal policy.

(c) The governing board may authorize or request the budget officer to submit a budget containing recommended appropriations in excess of estimated revenues. If this is done, the budget officer shall present the appropriations recommendations in a manner that will reveal for the governing board the nature of the activities supported by the expenditures that exceed estimated revenues.

(d) The budget officer shall include in the budget a proposed financial plan for each intragovernmental service fund, as required by G.S. 159-13.1, and information concerning capital projects and grant projects authorized or to be authorized by project ordinances, as required by G.S. 159-13.2.

**§ 159-12. Filing and publication of the budget; budget hearings.**

(a) On the same day that he submits the budget to the governing board, the budget officer shall file a copy of it in the office of the clerk to the board where it shall remain available for public inspection.

anced when the sum of estimated net revenues and appropriated fund balances is equal to appropriations. Appropriated fund balances in any fund shall not exceed the sum of cash and investments minus the sum of liabilities, encumbrances, and deferred revenues arising from cash receipts, as those figures stand at the close of the fiscal year next preceding the budget year. It is the intent of this Article that, except for moneys expended pursuant to a project ordinance or accounted for in an intragovernmental service fund or a trust and agency fund excluded from the budget ordinance under G.S. 159-13(a), all moneys received and expended in the budget ordinance or public authority should be included in the provision of law, no local government or public authority may expend any moneys, regardless of their source (including moneys derived from bond proceeds, federal, state, or private grants or loans, or special assessments), except in accordance with a budget ordinance or project ordinance adopted under this Article or through an intragovernmental service fund or trust and agency fund properly excluded from the budget ordinance.

(b) The budget ordinance of a unit of local government shall cover a fiscal year beginning July 1 and ending June 30. The budget ordinance of a public authority shall cover a fiscal year beginning July 1 and ending June 30, except that the Local Government Commission, if it determines that a different fiscal year would facilitate the authority's financial operations, may enter an order permitting an authority to operate under a fiscal year other than from July 1 to June 30. If the Commission does permit an authority to operate under an altered fiscal year, the Commission's order shall also modify the budget calendar set forth in G.S. 159-10 through 159-13 so as to provide a new budget calendar for the altered fiscal year that will clearly enable the authority to comply with the intent of this Part.

**§ 159-9. Budget officer.**

Each local government and public authority shall appoint a budget officer to serve at the will of the governing board. In counties or cities having the manager form of government, the county or city manager shall be the budget officer. Counties not having the manager form of government may impose the duties of budget officer upon the county finance officer or any other county officer or employee except the sheriff, or in counties having a population of more than 7,500, the register of deeds. Cities not having the manager form of government may impose the duties of budget officer on any city officer or employee, including the mayor if he agrees to undertake them. A public authority or special district may impose the duties of budget officer on the chairman or any member of its governing board or any other officer or employee.

**§ 159-10. Budget requests.**

Before April 30 of each fiscal year (or an earlier date fixed by the budget officer), each department head shall transmit to the budget officer the budget requests and revenue estimates for his department for the budget year. The budget request shall be an estimate of the financial requirements of the department for the budget year, and shall be made in such form and detail with such supporting information and justifications, as the budget officer may prescribe.

ROBERT MORGAN  
ATTORNEY GENERAL

State of North Carolina  
Department of Justice

P. O. Box 629

RALEIGH

27602

LOCAL GOVERNMENT  
COMMISSION

2 April 1974

Mr. Harlan E. Boyles  
Secretary  
Local Government Commission  
Albemarle Building  
Raleigh, North Carolina

Dear Harlan:

In your letter of March 22, you state that the Local Government Commission has been asked the status of two local agencies to-wit: the Fayetteville Public Works Commission and the Greenville Utilities Commission under the Local Government Budget and Fiscal Control Act.

You enclose the two acts relating to each of the entities and point out that neither act denominates the Commission a body politic, and in addition, all property real and personal is held in the name of the two cities, all borrowing is done by the two cities and apparently litigation involving the commissions is carried on in the name of the two cities.

As to the Fayetteville Public Works Commission, we note that its books and accounts are audited by the city, but the Commission is required to prepare and publish a budget in the same manner as is required for the city.

The act relating to the Greenville Utilities Commission is not as specific but apparently the city council has more control over the Utilities Commission in Greenville and the act is silent as to budgetary matters for that commission.

G. S. 159-7(10) defines public authority and G. S. 159-7(15) defines unit of local government or local government. However there is no definition of municipal corporation in G. S. 159-7 thus the term public authority or local government as defined in this act serves more to confuse than to clarify what is a public authority or a unit of local government.

⊗

A municipal corporation is a city or town which is an agency created by the State to assist in the civil government of a designated territory and the people embraced within these limits. Lee v. Porton, 233 N.C. 546; Smith v. Winston-Salem, 247 N.C. 354. However our Supreme Court has stated that the term municipal relates not only to a town or city as an incorporated territory entity but it also pertains to local self government in general and in a broader sense to the internal government of the State. In the latter, broader sense, a corporation formed for purely governmental purposes is a municipal corporation. Coastal Highway v. Turnpike Authority, 237 N.C. 61. See Webb v. Port Commission, 205 N.C. 663.

Neither of these Commissions falls clearly within the definition of public authority or the definition of unit or unit of local government as defined in G. S. 159-7. Thus we are inclined to the view that they are administrative agencies of the respective municipalities and that the intent of the Local Government Budget and Fiscal Control Act would be carried out if their budgeting and fiscal control functions are considered responsibilities of the respective cities.

Pursuant to G. S. 159-7(c) any provisions of the charter or local act in effect January 1, 1973, and in conflict with the provisions of Part I and Part III of Article 3 of Chapter 159 are repealed to the extent of any conflict.

Yours very truly,

ROBERT MORGAN  
Attorney General

*James F. Bullock*  
James F. Bullock  
Deputy Attorney General

JFB:cc





FAYETTEVILLE AREA

# Habitat for Humanity

930 Robeson St. • P.O. Box 35956 • Fayetteville, N.C. 28303 • Phone: (919) 483-0952

July 15, 1992

Mr. John P. Smith  
City Manager  
City Hall  
Fayetteville, North Carolina 28301

Dear Mr. Smith:

Thank you for your letter of June 22, 1992 assuring this organization of the intent of the City of Fayetteville to continue to work with us to provide housing for low income families. We agree that it is an excellent example of non profit organizations and government agencies working in partnership to alleviate the housing problems of low income families. (Others apparently share the same view as noted in the attached article.)

Your letter is certainly an important step in that process. It is a matter of concern to us that after doing a great deal of work and securing a broad base of community support for our "Habitat Village", there is no written commitment from the city that the balance of the property will be held for us.

It is our understanding that the City Council has only agreed with the Habitat Village in concept and has specifically empowered the City of Fayetteville to convey six lots to us for building. The Fayetteville Area Habitat for Humanity (FAHFH) Board believes and requests that the City Council should go on record to approve the commitment of all of the property that we will use for both phase I and Phase 2 of our development plans as outlined in our letter to you of June 9, 1992.

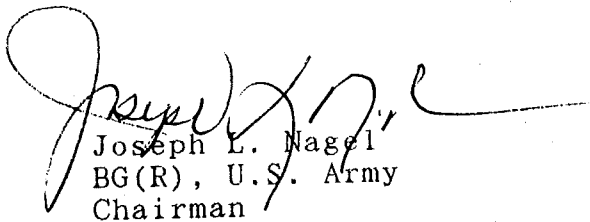
Therefore, we request that the FAHFH be placed on the agenda for the City Council at the earliest opportunity to allow us to brief the City Council on the details of our plan, answer their questions and request their approval for the commitment of the Phase 1 properties to our use and reservation of the Phase 2 properties for our right of first refusal for at least 2 years.

ITEM 7.

We respectfully request that each member of the City Council be provided with a copy of this letter along with the letter of June 9, 1992 so that they may have the full information regarding this matter.

Our grateful thanks to you, the members of your staff, and the members of the City Council for their cooperative assistance and support of this project that means so much to many of our low income citizens.

Sincerely,



Joseph L. Nagel  
BG(R), U.S. Army  
Chairman

1 inclosure as

# The Pride Of Ownership

A commendable combination of common sense and can-do thinking is on its way to benefiting a lot of people in Fayetteville.

Habitat Village is going to become a reality in the Old Wilmington Road area because of a deed issued by the City of Fayetteville. Ultimately, with the help of a lot of sweat and caring, that will translate into at least 40 owner-occupied homes for deserving low-income families.

The land had sat idle for two decades after redevelopment plans fell through due to the cancellation of a federal urban renewal program. Habitat for Humanity, a nationwide organization that uses volunteer help to build homes for the disadvantaged, always is in need of vacant property.

It was a perfect match.

Everyone benefits from this. The homeowners get a home that is truly theirs, accompanied by the responsibility of paying an affordable \$125 a month for 20 years. They have the pride of ownership, and their money goes into a revolving fund for more houses. The city gets the properties back on the tax rolls where they belong. And the volunteers (who include the new homeowners) get the satisfaction of providing an asset for both the community and the individuals who will live in the result of their handiwork.

This is a result of people working hard, but also working smart. And, as Habitat for Humanity's motto rightly puts it, it's "a hand up, rather than a handout."

## **Fayetteville Observer-Times**

*Established 1990*

### **The Fayetteville Observer**

*Established 1816*

North Carolina's Oldest Newspaper

### **THE FAYETTEVILLE TIMES**

*Established 1973*

Ramon L. Yarborough  
President and Publisher

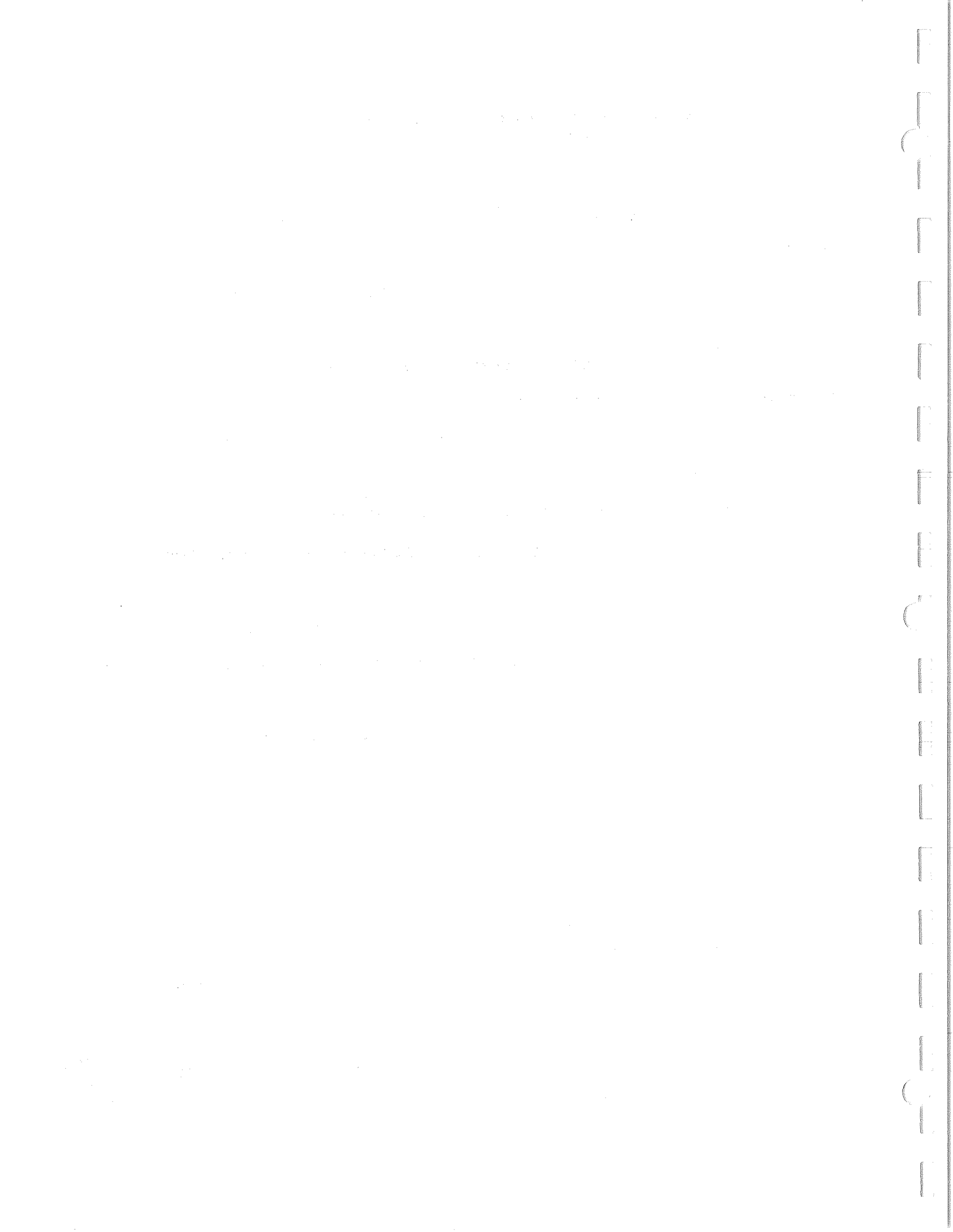
J. Michael Rouse  
Executive Editor

Michael L. Arnholt  
Managing Editor

Charles Reinken  
Editorial Page Editor

Roy Parker Jr.  
Contributing Editor

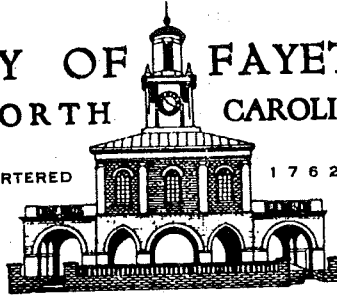
JUN 30, 1992  
Incl 1





THE CITY OF FAYETTEVILLE  
NORTH CAROLINA

CHARTERED 1762



FAYETTEVILLE, NC 28301-5537

COMMUNITY SERVICES DEPARTMENT  
433 HAY STREET

REAL ESTATE DIVISION  
(919) 433-1659

July 27, 1992

MEMORANDUM

TO: Mr. John P. Smith, City Manager  
THROUGH: Roger L. Stancil, Deputy City Manager  
FROM: Agnes P. Bundy, Real Estate Division *APB*  
SUBJECT: Amended Policy for the Disposal of Real Property

On May 6, 1985, Council adopted a policy authorizing the City Engineer to dispose of surplus real property. During the recent organizational restructuring, the real estate functions of the Engineering Department were assigned to the Community Services Department.

Attached is the amended policy which designates the Community Services Director and/or Designee to dispose of real property. This policy has also been revised to comply with the changes in the General Statutes that have occurred since the policy was adopted in 1985.

We recommend approval of the amended policy by adoption of the attached resolution.

APB/mak

Enclosures: Amended Policy for Disposal of Real Property  
Resolution

COMMUNITY DEVELOPMENT-HUMAN RELATIONS-REDEVELOPMENT-REAL ESTATE

An Equal Opportunity  
City of



Affirmative Action Employer  
Dogwoods

ITEM 8.

**RESOLUTION TO AMEND THE POLICY FOR  
DISPOSAL OF REAL PROPERTY**

**WHEREAS**, on the 6th day of May, 1985, the City Council adopted a policy directing the City Engineer to dispose of surplus real property;

**AND WHEREAS**, the real estate functions of the Engineering Department have now been assigned to the Real Estate Division of the Community Services Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF FAYETTEVILLE, NORTH CAROLINA:**

That the policy for the disposition of real property, as amended August 3, 1992, be adopted by City Council.

This the 3rd day of August, 1992.

**CITY OF FAYETTEVILLE**

**BY:** \_\_\_\_\_  
J. L. Dawkins, Mayor

**ATTEST:**

\_\_\_\_\_  
Bobbie A. Joyner, City Clerk

CITY OF FAYETTEVILLE  
REAL ESTATE DIVISION  
OF THE  
COMMUNITY SERVICES DEPARTMENT  
POLICY FOR DISPOSAL OF REAL PROPERTY

I. POLICY STATEMENT

The policy of the City of Fayetteville is to rapidly dispose of its surplus real property in such a manner that the disposition avoids favoritism and illegality, best serves the general public welfare, increases the ad valorem tax base, and brings the City a value no lower than the fair market value of the property.

The following procedures are hereby adopted to carry out this policy in compliance with North Carolina law. Nothing in these procedures will be construed to conflict with North Carolina law, the Charter of the City of Fayetteville, or the Fayetteville City Code. These procedures do not attempt to cover rare dispositions such as leasing, equal exchanges between governmental units, or the sale of historic and artistic property.

II. PROCEDURES

A. The North Carolina General Statutes authorize five methods for selling real property. This policy will cover three of these methods.

B. First Method.  
ADVERTISEMENTS FOR  
SEALED BIDS

N.C.G.S. 160A-268 and 143-129

1. Search Title.
2. Appraise the Property, if the City desires.
3. Draft Covenants.

Draft covenants about the use or resale of the property, which will become part of the consideration, as desired.

4. Adopt a Resolution.

The City Council must adopt a resolution to advertise for sealed bids for the sale of the property.

5. Contents of the Resolution:

- a. Identify the property.
- b. State that the bids will be sealed.
- c. State the time and place for opening of the bids.
- d. Reserve the right to reject any or all proposals.
- e. Reserve the right to accept the bid of the highest responsible bidder.
- f. State that those who withdraw their bid forfeit their deposit.
- g. State that the winning bidder has ten (10) days to complete his portions of the documents necessary for the transfer and tender the purchase price or he forfeits his deposit.
- h. State that the sale is to be a cash sale.
- i. Designate the Director of Community Services and/or Designee.

6. Publish.

- a. Summarize the resolution.
- b. Include a phone number for inquiries about the sale.
- c. Publish the summary at least thirty (30) days before the date for opening the bids.

7. Invitations.

In addition to publications, the Director of Community Services and/or Designee may mail invitations to bid to any prospective bidders, such as adjoining property owners or other potential buyers.

8. Open the Bids.

All bids must be opened in public.

9. Record the Bids.

Record each of the bids in the minutes of the City Council.

10. Accept, Reject, Negotiate, or Readvertise.

The City Council may either:

- a. accept the bids of the highest responsible bidder,
- b. reject all bids,

- c. authorize the Community services Director and/or Designee to enter into negotiations with the highest responsible bidder. The Community Services Director and/or Designee may make responsible changes in the conditions surrounding the sale which the City Council must approve, or
- d. readvertise for more bids using the same procedures listed above.

11. Deposit.

- a. Each bid must be accompanied by a 5% deposit when it is filed. (See definition.)
- b. Place the deposit with the City, through the Community Services Director and/or Designee.
- c. Retain the deposit of any bidder who withdraws his bid, declines to execute a contract for sale or refuses to pay the purchase price once his offer is accepted.
- d. Return deposits of unsuccessful bidders who have not withdrawn.

C. Second Method.

NEGOTIATED OFFER, ADVERTISEMENT  
AND UPSET BIDS

N.C.G.S. 160A-269

This is the most flexible method. Under this method, the City can approach potential buyers and solicit offers; or potential buyers may approach the City with an offer on their own initiative.

1. Search Title.

2. Appraise the Property, if the City desires.

3. Draft Covenants.

Draft covenants about the use or resale of the property, which will become part of the consideration, as desired.

4. Identify Potential Buyers.

- a. Solicit offers from those whose property borders the parcel for sale.
- b. Solicit offers from any potential buyer.

5. Resolution.

At any meeting, the City Council may:

- a. Propose to advertise an offer if one is made.
- b. Propose to advertise upset bids.

- c. Reserve the right to reject any and all offers (or upset bids) at any time.
- d. State that a deposit is forfeited if its offer (or upset bid) is withdrawn.
- e. State that the sale is to be a cash sale.
- f. Set the time period during which upset bids will continue to be effective offers.

6. Deposits.

- a. Take 5% of the offer as a deposit. (See definition.)
- b. Place the deposit with the City Clerk.

7. Advertise.

Publish a notice of the offer.

8. Contents of the Notice.

- a. Summarize the proposal.
- b. Identify the property.
- c. State the amount and terms of the offer.
- d. State that within ten (10) days after publication any person may raise prior offers (or upset bids) with a new upset bid.
- e. State that upset bids must raise the old offer by at least 10% of the first \$1,000 and 5% of the remainder of the old offer before it will be considered.
- f. State that upset bids must be accompanied by a 5% deposit in cash, certified check, cashiers check or bid bond.
- g. Include a phone number for inquiries about the sale.

9. Raising the Offer.

- a. Upset bids:
  - (i) must be in writing and signed by the bidder (to avoid statute of fraud problems).
  - (ii) must be received within ten (10) days of publication.
  - (iii) must be sent to the City Clerk.
  - (iv) will be considered received when received by the City Clerk.
  - (v) received at or before 5:00 p.m. will be considered received on that calendar day. Upset bids received after 5:00 p.m. will be considered received on the next calendar day.
  - (vi) must raise the old offer by the 10%-5% rule in 8 (e).

b. When the bidder presents his upset bid, he must also place a 5% deposit with the City Clerk. (See definition.)

10. Readvertising.

When the City Clerk receives an upset bid, the City Council will decide whether or not to readvertise in accordance with the General Statutes and this policy.

11. Closing the Bidding.

The process of accepting upset bids, taking deposits, readvertising, and waiting for ten (10) days may be repeated until the City Clerk receives no more upset bids.

12. Accepting or Rejecting.

a. While the process continues, the City Council may:

- (i) reject any offer (or upset bid) at any time,
- (ii) retain the latest offer and deposit until it makes a final decision.

D. Third Method.

PUBLIC AUCTION

N.C.G.S. 160A-270

1. Search Title.

2. Draft Covenants.

Draft covenants about the use or resale of the property which will become part of the consideration, as desired.

3. Appraise the Property, if the City Desires.

4. Adopt a Resolution.

The City Council must authorize the sale of the property.

5. Contents of the Resolution.

- a. Authorize the sale.
- b. Describe the property.
- c. Specify the date, time, and place of the auction.
- d. Designate the Community Services Director and/or Designee as the auctioneer.

- e. State that the sale will not be effective until the City Council confirms and accepts the offer (or bid).
  - f. State that the sale is to be a cash sale.
6. Publish Notice of the Auction.
- a. At least once.
  - b. Not less than thirty (30) days before the auction.
7. Contents of the Notice.
- Summarize the Resolution and include:
- a. a general description of the property sufficient to identify it,
  - b. the terms of the sale, and
  - c. a reference to the Resolution Authorizing the Sale.
8. Accept or Reject.
- a. Report the highest bidder to the City Council.
  - b. The City Council must either accept or reject the bid thirty (30) days after it receives notice of the highest bidder.
  - c. If the City Council rejects the bid, it may authorize another auction and must repeat the entire advertising process.

### III. Definitions.

**Advertise:** See "Publish" below.

**Bid:** A bid is not significantly different from an offer in this policy. The two may be used interchangeably.

**Consideration:** Here it means anything the City gets in exchange for the property. It could simply be cash or it could be cash plus a promise to use the land in a certain way or develop the property by a certain deadline consistent with the law. Wise use of consideration may help the City structure its growth. Prudence dictates that all additional promises be put in the deed as covenants.

**Covenants:** Here they refer to promises in deeds which relate to real property.



**Deposit:** Here they mean 5% of the offer, unless specified otherwise by the City Council. The deposit must be in cash, certified check, cashier's check or bid bond.

**Highest Responsible Bidder:** The City Council or its designated representative may take into consideration such factors as the bidder's quality, ability to obtain financing, ability to comply with the covenants, and the time specified for performance. N.C.G.S. 143-129. These assessments may be based on the bidder's past performance or on a responsible assessment of his future ability to perform.

**Identify the Property:** A legal description will suffice, but it is not required if the description accurately describes the property. One should include the legal description in City Council resolutions, but a more general description in all notices and publications.

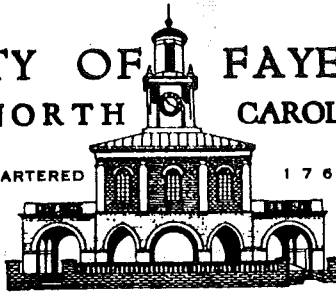
**Period:** Begin counting the period on the first day after publication of the notice or advertisement. N.C.G.S. 1-594.

**Propose to Accept:** This is not the same as accepting.



THE CITY OF FAYETTEVILLE  
NORTH CAROLINA

CHARTERED 1762



CITY MANAGER

FAYETTEVILLE, NC 28301-5537

433 HAY STREET

July 29, 1992

MEMORANDUM

TO: Roger L. Stancil, Deputy City Manager

THROUGH: Jimmy Teal, Assistant City Manager, Planning & Development

FROM: David M. Nash, Annexation Studies Coordinator *DMN*

SUBJECT: Annexation Petitions - Certificates of Sufficiency and Resolutions Fixing Date of Public Hearing

On July 6, 1992, the City Council received eight new annexation petitions. These eight petitions are listed below, and they are shown on Map A.

Name of Petition Area

1. Perry Property
2. Country Club North, Section 6, Part A, Phase 3
3. Greystone Farms, Section 2
4. Country Club Hills - Remainder of Land
5. Southland Pines - Tract 1
6. Southland Pines - Tract 2
7. McLean Development Corporation Property
8. Paul Thompson Trust #1 and Trust #2 Property

For each petition, the City Council adopted a resolution directing the City Clerk to investigate the sufficiency of the petition. (To investigate the sufficiency means to verify that the person or persons signing the petition actually own the property, and to verify that the petition contains the signature of all the property owners.)

This memo begins by presenting the findings regarding whether the petitions are sufficient. The memo then describes the next steps in the annexation petition process. The memo concludes with staff recommendations. Maps and documents for each area are attached.

Findings Regarding Whether the Petitions Are Sufficient

The staff of the City's Real Estate Division has investigated the sufficiency of each petition by checking land ownership records in the Register of Deeds Office.

An Equal Opportunity  
City of



Affirmative Action Employer  
Dogwoods

ITEM 9

Petitions Which Are Not Sufficient

The staff of the City's Real Estate Division has determined that the following two petitions are not sufficient:

- Southland Pines - Tract 1
- Southland Pines - Tract 2

Although these two petitions were signed by Dohn Broadwell, President, Broadwell Land Company, it has been determined that Broadwell Land Company does not own the properties as of this date. Therefore, it is not possible to process these petitions any further.

Petitions Which Are Sufficient

The staff of the City's Real Estate Division has determined that the other six petitions are sufficient. In several cases, the Real Estate Division staff determined that there were additional owners whose names were not on the original petition. In those cases, additional signatures were secured. The updated petitions, along with Certificates of Sufficiency, are attached to this memo. The updated list of owners is shown below.

<u>Name of Area</u>	<u>Owners</u>
Perry Property	Randy Perry and Cynthia Perry Blackwell, Strickland, and Luedeke, P.A. (1/5 interest)
Country Club North, Section 6, Part A, Phase 3	March Development Corporation
Greystone Farms, Section 2	Broadwell-Weber Investments
Country Club Hills - Remainder of Land	Broadwell Land Company Fayetteville Country Club Hills Homeowners Association
McLean Property	McLean Development Corporation
Thompson Property	Paul Thompson Trust #1 and Trust #2

It should be noted that two of the petitions (from McLean Development Corporation and Paul Thompson Trust #1 and Trust #2) are contiguous to each other; these two petitions will be combined into one area. Therefore, we are dealing with six sufficient petitions and five areas.

Next Steps in the Annexation Petition Process

Pursuant to State Statute, the next step in the annexation process is for the City Council to consider the adoption of a resolution fixing a date for a public hearing for each area. Notice of the

Roger L. Stancil  
Page 3  
July 29, 1992

public hearing must then be advertised. The City Council can then hold a public hearing for each area. After holding a public hearing, the Council will have the authority to adopt an ordinance annexing each area. The City Council will have the authority to make the ordinance effective immediately or on any specified date within six months from the date of passage of the ordinance.

#### Staff Recommendations

The City staff recommends that the City Council adopt the attached five resolutions fixing a date for a public hearing. These five resolutions deal with the following five areas for which the City has received sufficient petitions:

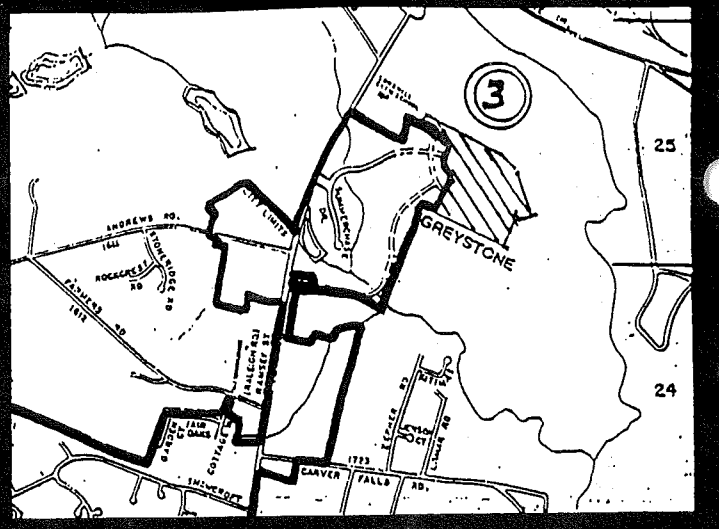
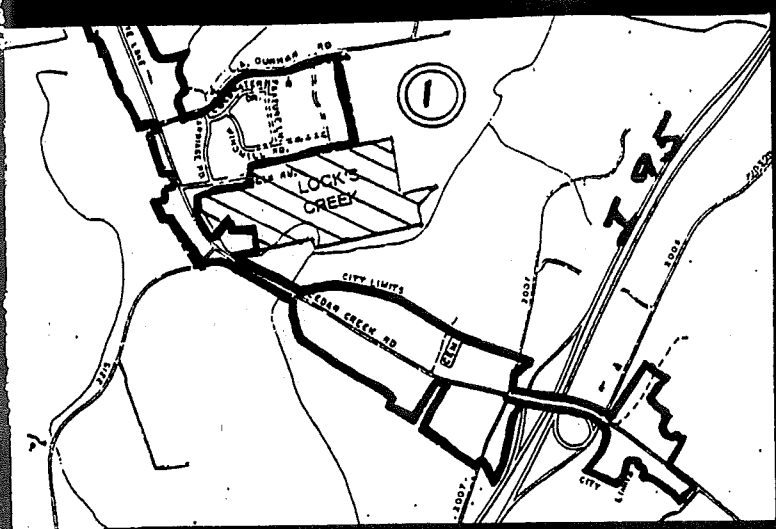
1. Perry Property
2. Country Club North, Section 6, Part A, Phase 3
3. Greystone Farms, Section 2
4. Country Club Hills - Remainder of Land
5. McLean and Thompson Property

The recommended public hearing date for each area is August 17, 1992.

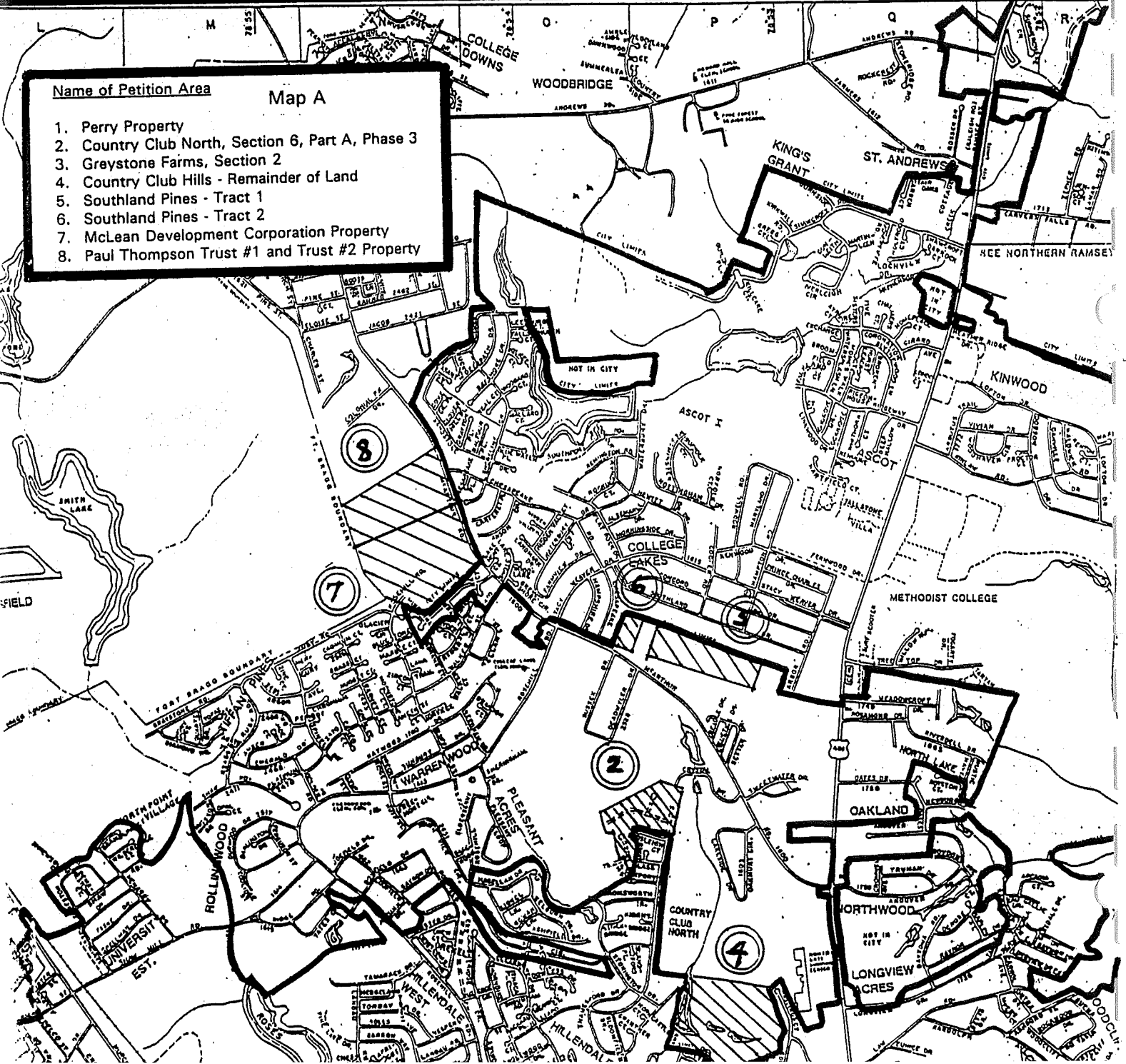
DMN/annex20

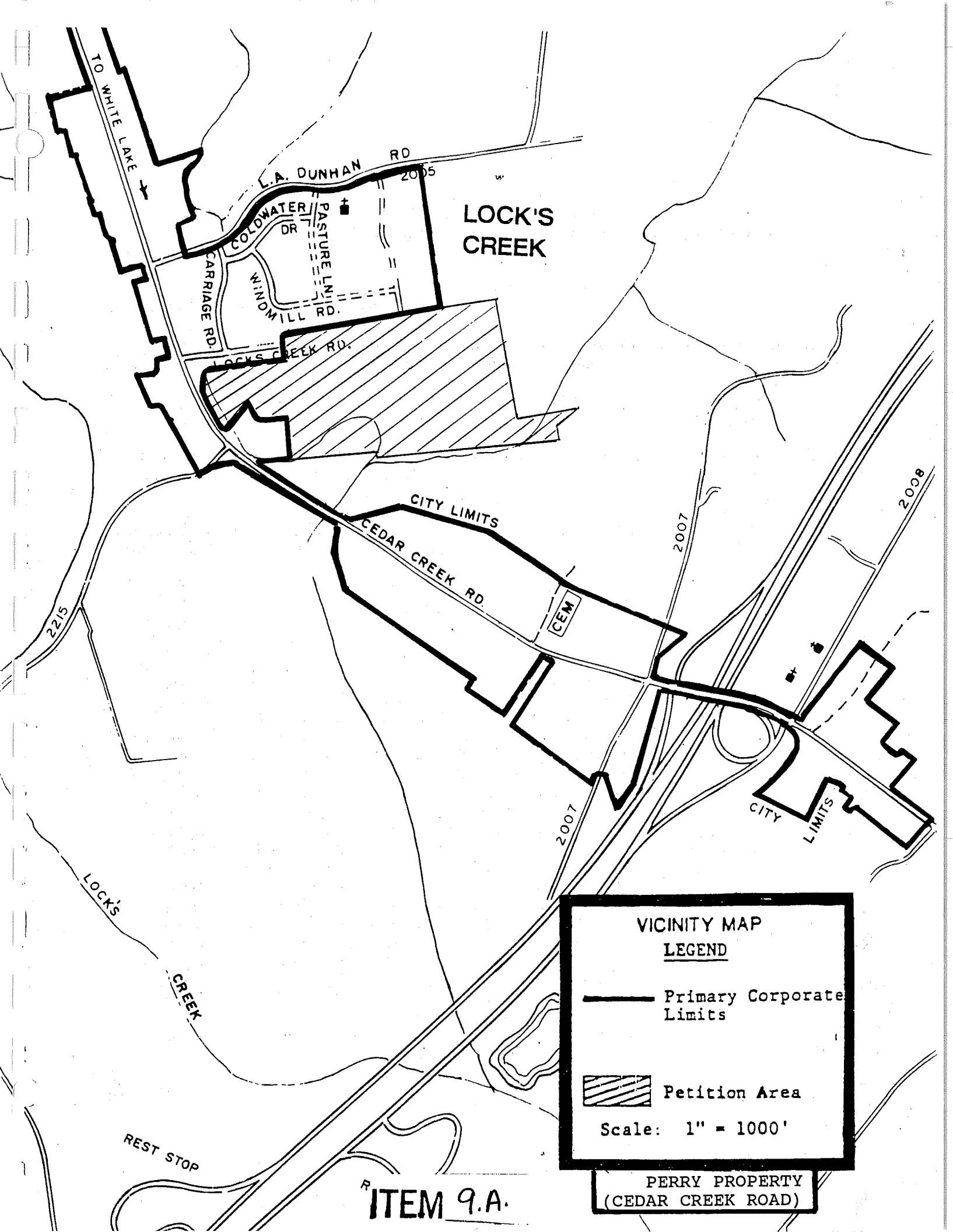
#### Attachments:

Map A - Shows eight petition area received by Council on 7-6-92  
Documents and Maps for five areas recommended for public hearings  
Vicinity Map  
Certificate of Sufficiency  
Annexation Petition  
Resolution Fixing Date of Public Hearing (legal description is contained within resolution)  
Legal Description Map



Name of Petition Area	Map A
1. Perry Property	
2. Country Club North, Section 6, Part A, Phase 3	
3. Greystone Farms, Section 2	
4. Country Club Hills - Remainder of Land	
5. Southland Pines - Tract 1	
6. Southland Pines - Tract 2	
7. McLean Development Corporation Property	
8. Paul Thompson Trust #1 and Trust #2 Property	





LOCK'S CREEK

L.A. DUNHAN RD 2005

COLDWATER DR

PASTURE LINE RD

WINDMILL RD

CARRIAGE RD

LOCK'S CREEK RD

CITY LIMITS

CEDAR CREEK RD

CEM

2007

2008

2007

CITY LIMITS

LOCK'S CREEK

CREEK

REST STOP

VICINITY MAP  
LEGEND

Primary Corporate Limits

Petition Area

Scale: 1" = 1000'

ITEM 9.A.

PERRY PROPERTY  
(CEDAR CREEK ROAD)

PERRY PROPERTY  
(CEDAR CREEK ROAD)

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 3rd day of August, 1992.

(SEAL)

Bobbie A. Joyner, City Clerk



Received 6-29-92

PETITION REQUESTING ANNEXATION  
(CONTIGUOUS AREA)

Date June 17, 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)

3. A map is attached showing the area proposed for annexation in relation to the primary corporate limits of the City of Fayetteville.

<u>NAME</u>	<u>ADDRESS</u>
1. <i>Randa Perry</i>	<i>3916 clarkville ct</i>
2. <i>Arthur D. ...</i>	<i>3940 Pleasant View Dr. Fay, NC 28301</i>
3. <i>John ...</i>	<i>606 Munday Hill Rd Fayetteville 28303</i>
4. <i>...</i>	
5. <i>Blair ...</i>	<i>P.O.</i>
6.	
7.	

PERRY PROPERTY  
(CEDAR CREEK ROAD)

**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 17th day of August, 1992.

Section 2. The area proposed for annexation is described as follows:

BEGINNING at the southeast corner of Annexation 88-11-318 dated November 21, 1988, (effective December 31, 1988), and following the existing city limit line North 12 degrees 44 minutes West about 375 feet to the northeast corner of the city limit line established by the aforesaid annexation; thence with the city limit line South 77 degrees 16 minutes West about 350 feet to another corner; thence continuing with the city limit line North 56 degrees 52 minutes West about 220 feet to the northernmost corner of the aforesaid annexation; thence continuing with the existing city limit line South 39 degrees 02 minutes West about 280 feet to a point in the existing city limit line as established by Annexation 88-7-314 dated July 18, 1988, (effective August 31, 1988); thence with the existing city limit line established by Annexation 88-7-314 for the following five (5) calls: North 26 degrees 45 minutes West about 262 feet; North 09 degrees 52 minutes West 168.0 feet to a point in the southern line of lot 70 as shown in Plat Book 60, Page 59, Cumberland County Registry; North 76 degrees 26 minutes 08 seconds East

annex8

754.46 feet to the southeast corner of Lot 75 shown on Plat Book 60, Page 59, Cumberland County Registry; North 23 degrees 12 minutes 42 seconds West 300.00 feet; North 76 degrees 30 minutes East 1466.66 feet following a southern line of Plat Book 60, Page 59, Cumberland County Registry; thence leaving the city limit line and running North 75 degrees 44 minutes 46 seconds East 497.99 feet to a point; thence South 14 degrees 17 minutes 20 seconds East 1137.44 feet to a point; thence North 76 degrees 52 minutes 40 seconds East 563.64 feet to a point; thence South 41 degrees 07 minutes 40 seconds West 260.70 feet to a point; thence South 17 degrees 37 minutes 20 seconds East 166.75 feet to a point; thence running 50 feet North of and parallel to a sanitary sewer line along the run of Locks Creek South 81 degrees 08 minutes 50 seconds West 1670.81 feet to a point; thence North 08 degrees 51 minutes 10 seconds West 81.65 feet to a point; thence South 81 degrees 10 minutes 15 seconds West 765.64 feet to the point of beginning . . . containing 68.47 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 3rd day of August, 1992.

CITY OF FAYETTEVILLE

BY: \_\_\_\_\_

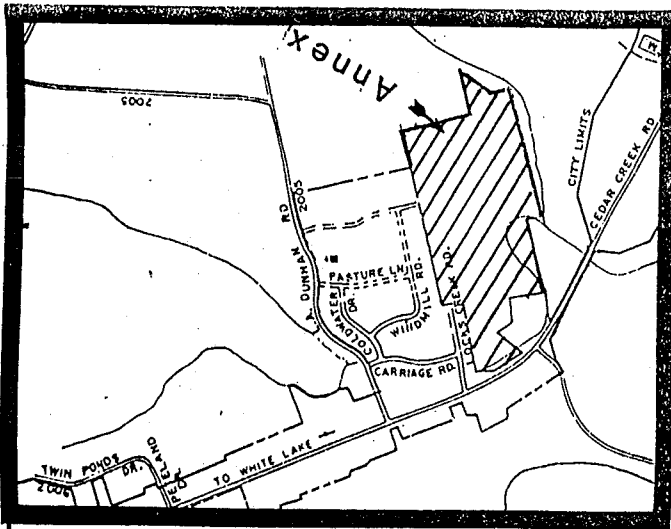
ATTEST:

\_\_\_\_\_  
Bobbie A. Joyner, City Clerk

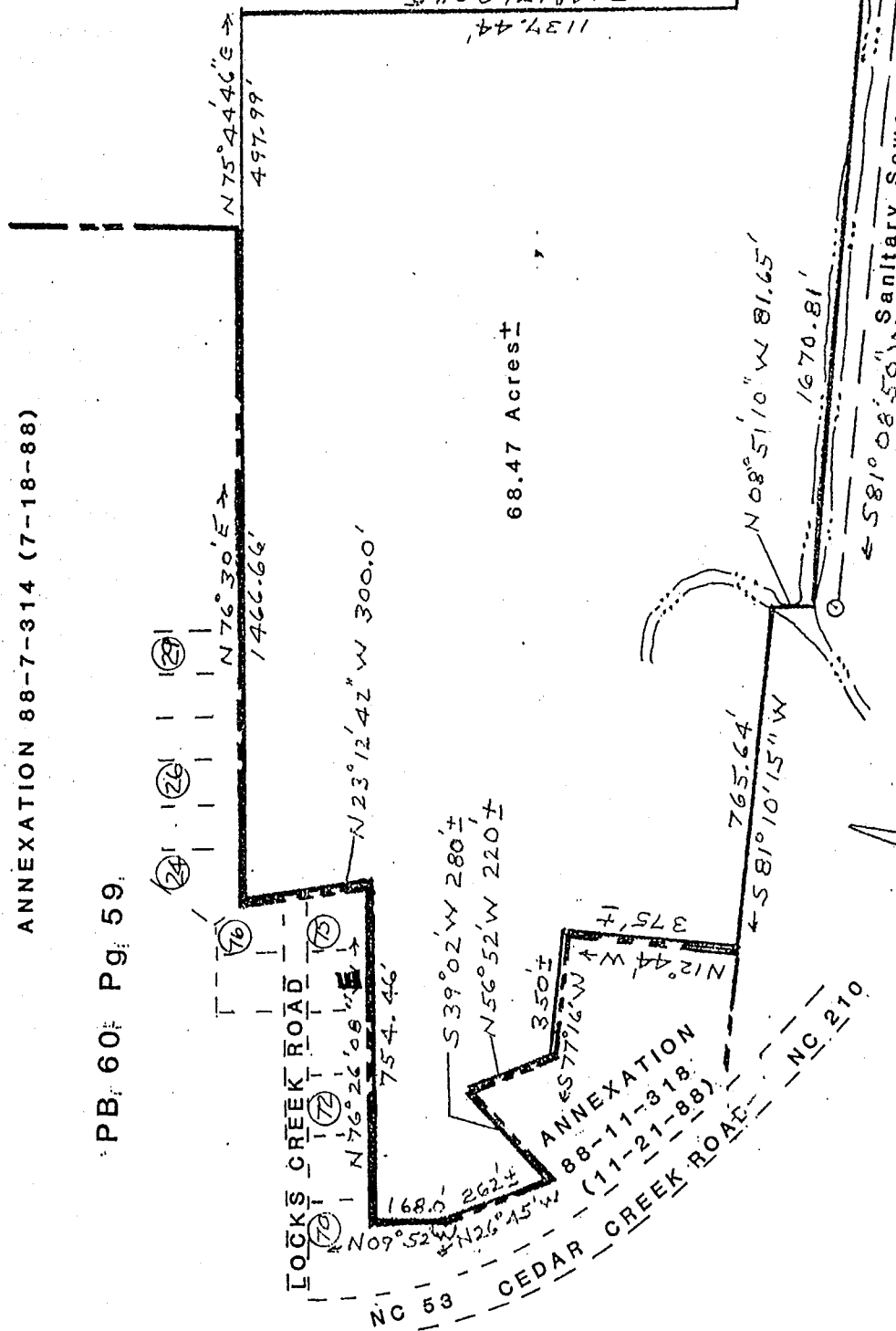
annex8

ANNEXATION 88-7-314 (7-18-88)

PB: 60; Pg: 59



VICINITY MAP



68.47 Acre±

CITY OF FAYETTEVILLE  
 ENGINEERING DEPARTMENT  
 PROPOSED ANNEXATION  
 PERRY PROPERTY  
 (Cedar Creek Road)

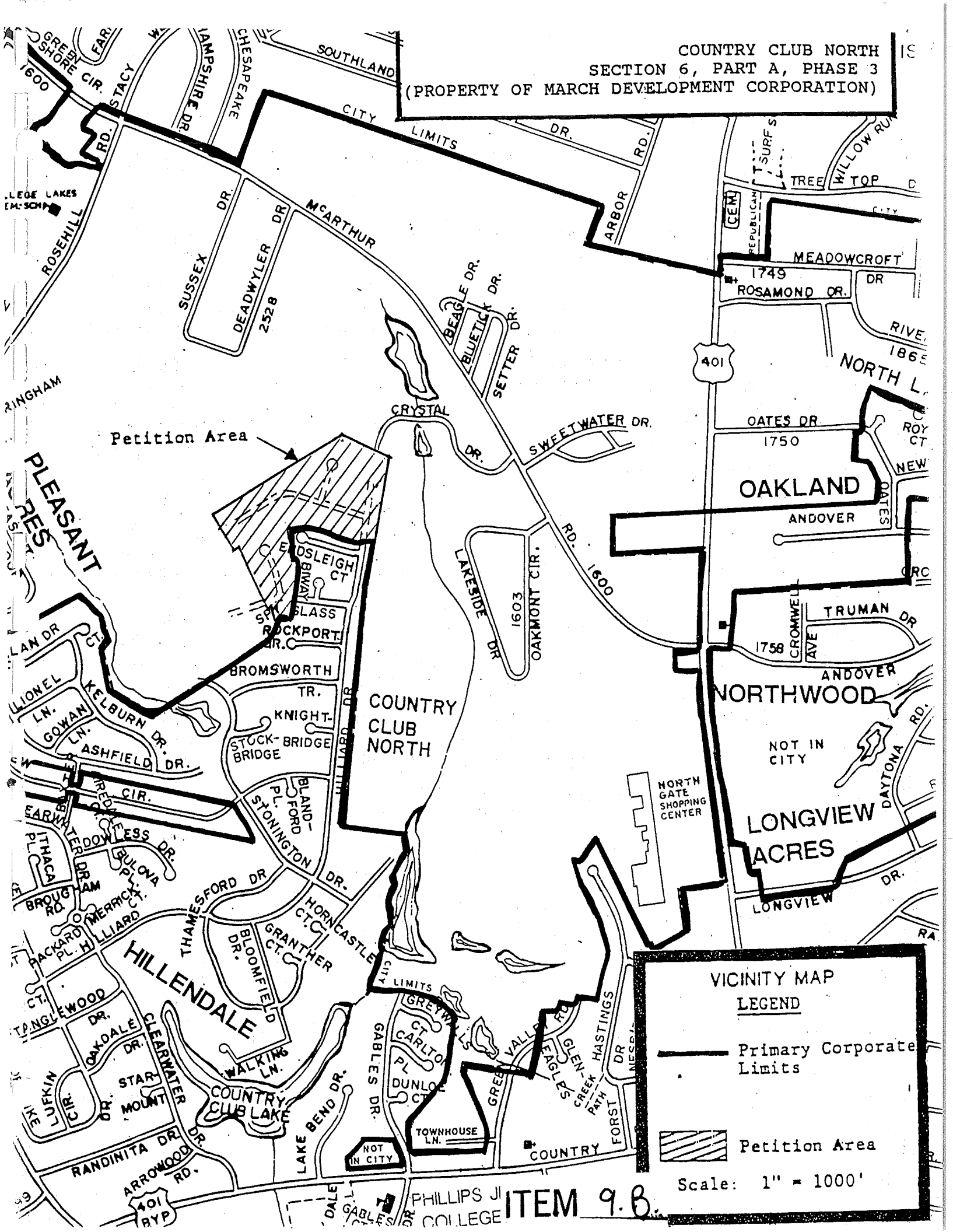
DATE \_\_\_\_\_ DRAWN BY \_\_\_\_\_  
 SCALE 1" = 400' CK'D BY \_\_\_\_\_

REVISION \_\_\_\_\_  
 DATE \_\_\_\_\_

FIELD BK:

Copy

COUNTRY CLUB NORTH  
SECTION 6, PART A, PHASE 3  
(PROPERTY OF MARCH DEVELOPMENT CORPORATION)



Petition Area

VICINITY MAP  
LEGEND

— Primary Corporate Limits

▨ Petition Area

Scale: 1" = 1000'

ITEM 9.B.

COUNTRY CLUB NORTH  
SECTION 6, PART A, PHASE 3  
(PROPERTY OF MARCH DEVELOPMENT CORPORATION)

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 3rd day of August, 1992.

(SEAL)

Bobbie A. Joyner, City Clerk

Received 6-24-92

PETITION REQUESTING ANNEXATION  
(CONTIGUOUS AREA)

Date June 24, 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)

3. A map is attached showing the area proposed for annexation in relation to the primary corporate limits of the City of Fayetteville.

<u>NAME</u>	<u>ADDRESS</u>
1. The Marsh Development Corp.	P.O. Box 53646
2. <i>[Signature]</i>	Fayetteville, NC 28305
3.	
4. President	
5.	
6.	
7. <i>Shalene R. Williams</i> Secretary	

COUNTRY CLUB NORTH  
SECTION 6, PART A, PHASE 3  
(PROPERTY OF MARCH DEVELOPMENT CORPORATION)

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 17th day of August, 1992.

Section 2. The area proposed for annexation is described as follows:

Beginning at a corner in the existing city limit line, said point being the northeast corner of Annexation 91-07-347, dated July 15, 1991 (effective July 31, 1991), and running thence with the existing city limit line for the following eight (8) calls: North 80 degrees 27 minutes 26 seconds West 150.0 feet; South 82 degrees 53 minutes 15 seconds West 62.63 feet; North 80 degrees 27 minutes 26 seconds West 122.0 feet; North 69 degrees 35 minutes West 505.66 feet; South 64 degrees 01 minute 47 seconds West 142.39 feet; South 14 degrees 04 minute 26 seconds East 231.0 feet; South 28 degrees 28 minutes 51 seconds East 204.08 feet; North 73 degrees 02 minutes 54 seconds East 43.83 feet to a point in the city limit line as established by Annexation 91-05-342 dated May 6, 1991 (effective June 30, 1991); thence continuing with the existing city limit line for the following three (3) calls: South 09 degrees 32 minutes 34 seconds West 315.0 feet; North 80 degrees 27 minutes 26 seconds West 16.0 feet; South 09 degrees 32 minutes 34 seconds West 145.95 feet to a point in the city limit line as established by Annexation 84-7-271, dated July 2, 1984; thence with the



existing city limit line North 80 degrees 46 minutes West 54.86 feet to a point; thence continuing with the city limit line South 70 degrees 10 minutes West 97.82 to a point; thence leaving the city limit line and running North 19 degrees 50 minutes West 150.0 feet to a point; thence South 70 degrees 10 minutes West 28.30 feet to a point; thence North 19 degrees 50 minutes West 328.16 feet to a point; thence North 25 degrees 34 minutes 37 seconds West 256.0 feet to a point; thence South 59 degrees 42 minutes West 30.0 feet to a point; thence North 30 degrees 18 minutes West 350.85 feet to a point in the southern line of W. M. Bill (Heirs) property line (P.I.N. 0439-05-09-7069) and running thence with said southern line North 59 degrees 41 minutes 30 seconds East approximately 1370.93 feet to the southeasternmost corner of the aforementioned property said point also being in the southernmost line of Mildred H. White property (P.I.N. 0439-06-39-2804); thence within said southern line South 69 degrees 35 minutes East 453.07 feet to a point; thence South 09 degrees 32 minutes 34 seconds West 784.50 feet to the point of beginning . . . containing 26.12 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.

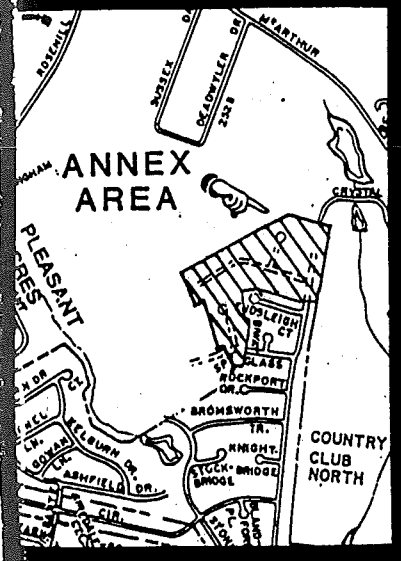
Adopted this the 3rd day of August, 1992.

CITY OF FAYETTEVILLE

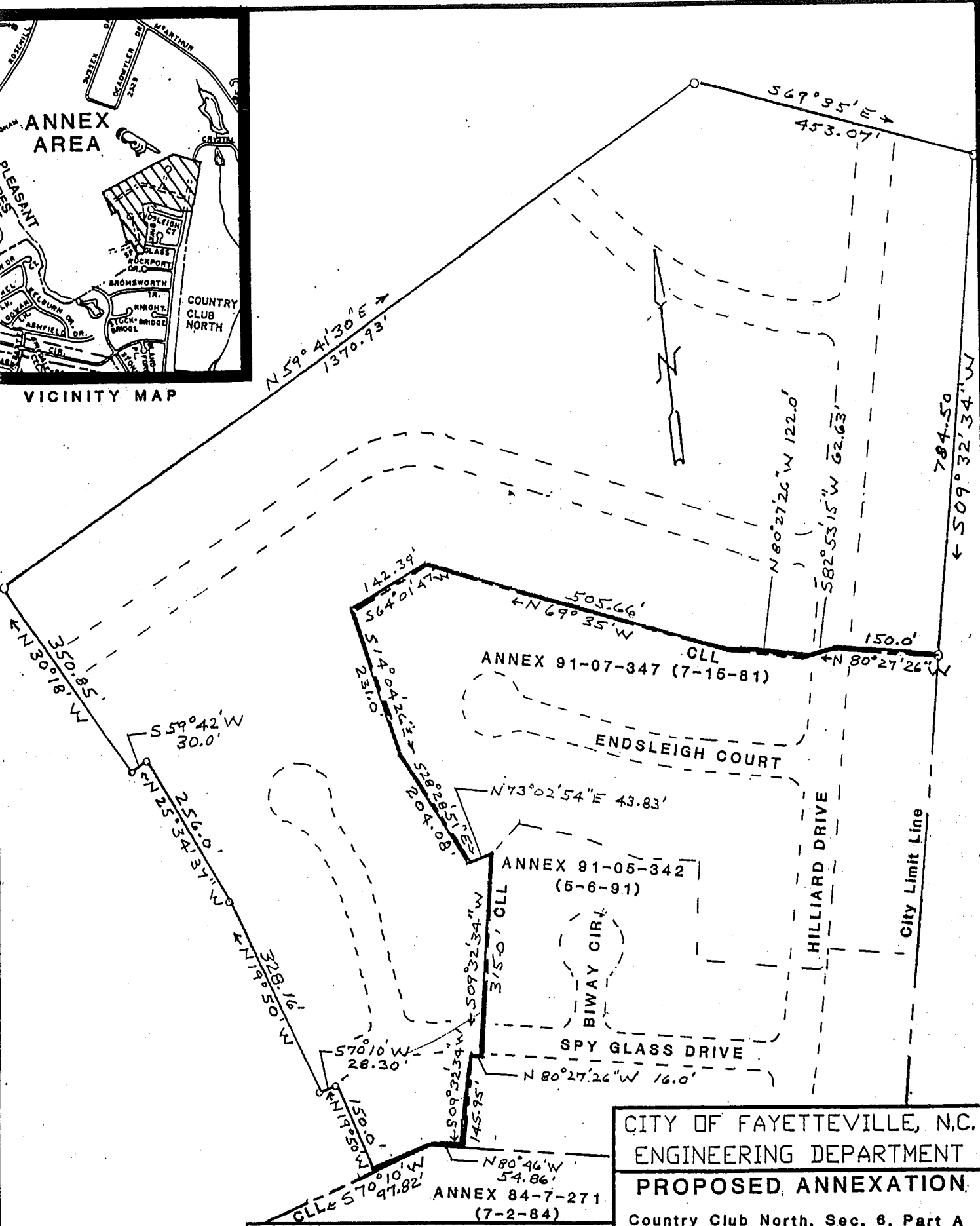
BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Bobbie A. Joyner, City Clerk



VICINITY MAP



FIELD BK

REVISION	DATE	BY

CITY OF FAYETTEVILLE, N.C.  
 ENGINEERING DEPARTMENT  
**PROPOSED ANNEXATION**  
 Country Club North, Sec. 6, Part A  
 Phase 3 26.12 Acres  
 DATE \_\_\_\_\_ DRAWN BY Dale  
 SCALE 1" = 200' CK'D BY A.P.B.

ANNEX 84-7-271 (7-2-84)

ANNEX 91-06-342 (5-6-91)

ANNEX 91-07-347 (7-15-81)

784.50  
← 509° 32' 34" W

569° 35' E  
453.07'

N 59° 41' 30" E  
1370.93'

N 81° 03' 18" W  
550.85'

S 59° 42' W  
30.0'

N 27° 25' W  
256.0'

N 56° 03' 37" W  
328.50'

N 27° 25' W  
328.50'

N 56° 03' 37" W  
328.50'

N 27° 25' W  
328.50'

S 70° 10' W  
28.30'

S 70° 10' W  
28.30'

S 70° 10' W  
28.30'

S 70° 10' W  
28.30'

142.39'

S 64° 01' 47" W

S 14° 04' 26" E

231.0'

S 28° 28' 51" E

204.08'

N 73° 02' 54" E

43.83'

N 80° 27' 26" W

16.0'

N 80° 27' 26" W

145.95'

S 09° 32' 34" W

315.0' CLL

S 09° 32' 34" W

145.95'

S 09° 32' 34" W

145.95'

505.66'

N 69° 35' W

N 80° 27' 26" W

150.0'

N 80° 27' 26" W

150.0'

N 80° 27' 26" W

150.0'

N 80° 27' 26" W

150.0'

N 80° 27' 26" W

150.0'

N 80° 27' 26" W

150.0'

N 80° 27' 26" W

150.0'

N 80° 27' 26" W

150.0'

N 80° 27' 26" W 122.0'

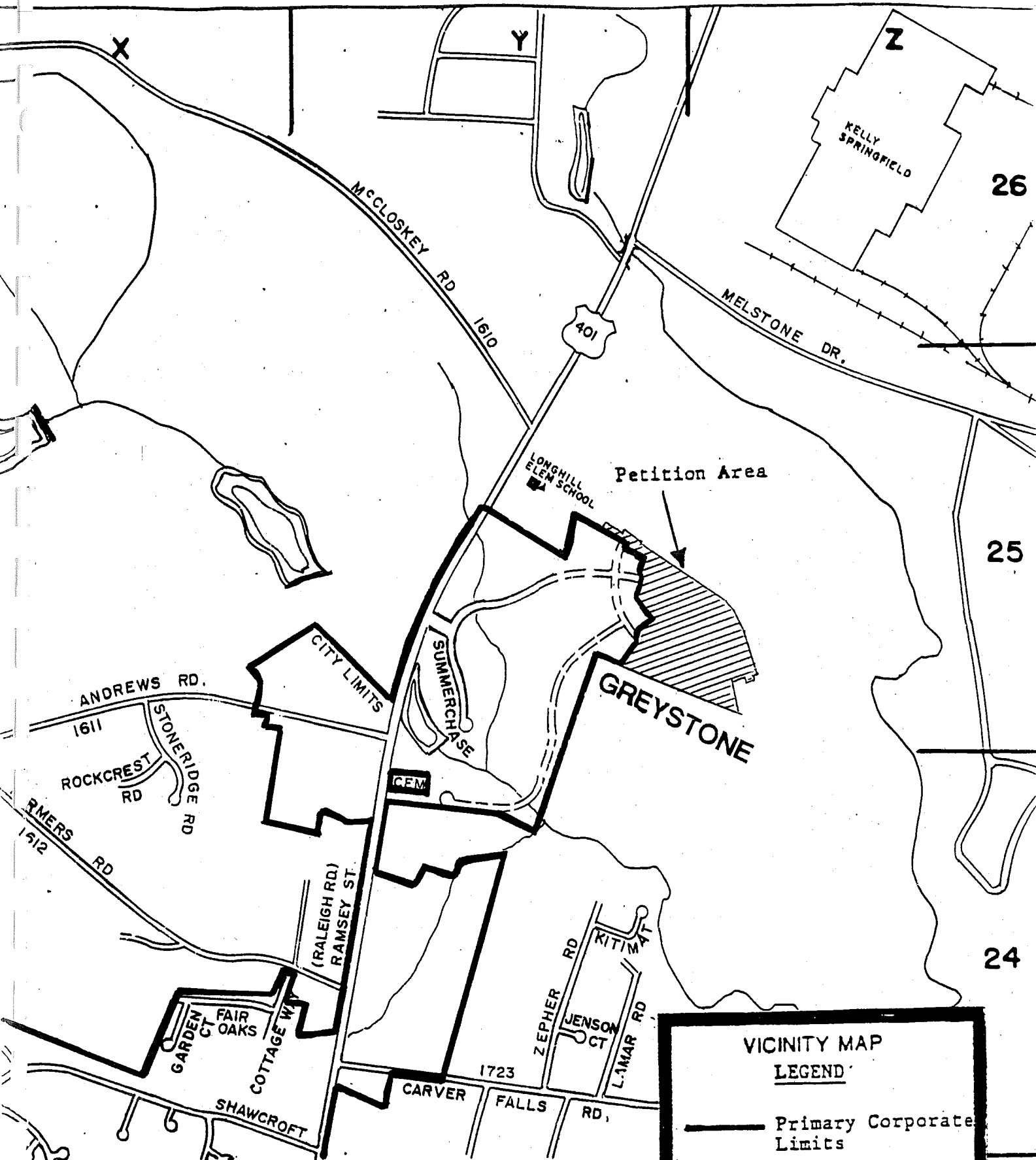
S 82° 53' 15" W 62.63'

784.50

← 509° 32' 34" W




City Limit Line



GREYSTONE FARMS, SECTION 2  
 (PROPERTY OF BROADWELL-WEBER INVESTMENTS)

VICINITY MAP  
 LEGEND

— Primary Corporate Limits

 Petition Area

Scale: 1" = 1000'

ITEM 9.C.

GREYSTONE FARMS, SECTION 2  
(PROPERTY OF BROADWELL-WEBER INVESTMENTS)

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 3rd day of August, 1992.

(SEAL)

Bobbie A. Joyner, City Clerk

Received 6-25-92

PETITION REQUESTING ANNEXATION  
(CONTIGUOUS AREA)

Date June 23, 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

Project known as Greystone Farms

3. A map is attached showing the area proposed for annexation in relation to the primary corporate limits of the City of Fayetteville.

<u>NAME</u>	<u>ADDRESS</u>
1. BROADWELL LAND COMPANY	903 HAY STREET, PO BOX 53587
2. Don B. Broadwell, President	Fayetteville, NC 28305
3. <i>[Signature]</i>	
4. Applewood Builders, Inc.	316 N. Reilly Road
5. Charles F. Weber, President	Fayetteville, NC 28303
6. <i>[Signature]</i>	
7.	

As General Partners for Broadwell-Weber Investments,  
a North Carolina Partnership

GREYSTONE FARMS, SECTION 2  
(PROPERTY OF BROADWELL-WEBER INVESTMENTS)

**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 17th day of August, 1992.

Section 2. The area proposed for annexation is described as follows:

Beginning at a point in the existing city limit line established by Annexation 90-6-333, dated June 4, 1990, said point being in a common line of the Culbreth property and running with the city limit line for the following ten (10) calls: North 36 degrees 04 minutes East 270.84 feet; as a curve to the left in a westward direction with a radius of 407.46 feet for an arc distance of 19.58 feet, (chord North 52 degrees 34 minutes West 19.57 feet); North 38 degrees 49 minutes East 179.12 feet; North 44 degrees 30 minutes West 184.0 feet; North 17 degrees 26 minutes East 172.92 feet; as a curve to the left in a westward direction with a radius of 774.29 feet for an arc distance of 20.08 feet, (chord North 73 degrees 18 minutes West 20.08 feet); North 15 degrees 57 minutes East 129.48 feet; North 66 degrees 05 minutes West 174.49 feet; as a curve to the right in a north direction with a radius of 487.65 feet for an arc distance of 39.45 feet, (chord North 26 degrees 14 minutes East 39.44 feet); North 61 degrees 26 minutes West 222.14 feet to a point; thence leaving the city limit line and running North 30 degrees 59 minutes East 44.93 feet to a point; thence South 57 degrees 49 minutes East 171.66 feet to a point on a curve; thence with a curve to the right in a

northeast direction on a radius of 537.65 feet, an arc length of 32.65 feet (chord bearing and distance of North 33 degrees 56 minutes East 32.64 feet) to a point of tangency; thence South 54 degrees 20 minutes East 50.0 feet to a point; thence South 53 degrees 11 minutes East 135.0 feet to a point; thence South 63 degrees 00 minutes East 825.0 feet to a point; thence South 52 degrees 39 minutes East 95.89 feet to a point; thence South 28 degrees 58 minutes East 169.21 feet to a point; thence South 18 degrees 10 minutes East 315.32 feet to a point; thence South 32 degrees 00 minutes East 50.0 feet to a point of reverse curvature; thence as a curve to the right in a southwesterly direction with a radius of 491.22 feet for an arc length of 38.08 feet (chord bearing and distance of South 60 degrees 13 minutes West 38.07 feet) to a point of reverse curvature; thence as a curve to the left in a southwesterly direction with a radius of 25.0 feet for an arc length of 36.84 feet (chord bearing and distance of South 20 degrees 13 minutes West 33.60 feet) to a point of tangency; thence South 68 degrees 00 minutes West 50.0 feet to a point of curvature; thence as a curve to the left in a northwesterly direction with a radius of 25.0 feet for an arc length of 36.84 feet (Chord bearing and distance of North 64 degrees 13 minutes West 33.60 feet) to a point of reverse curvature; thence as a curve to the right in a westward direction with radius of 491.22 feet for an arc length of 100.60 feet (Chord bearing and distance of South 79 degrees 26 minutes West 100.43 feet) to a point; thence South 04 degrees 42 minutes East 279.21 feet to a point in Culbreth's northern line; thence with said line for the following courses and distances: North 68 degrees 30 minutes West 573.78 feet to a concrete monument; North 68 degrees 25 minutes West 517.05 feet to the beginning. . . containing 19.73 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.

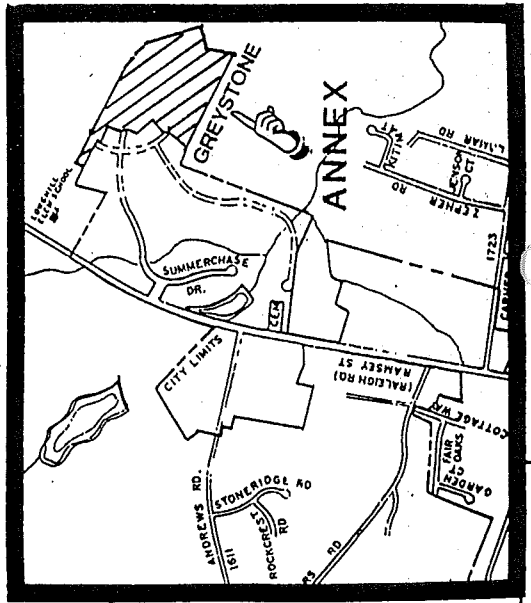
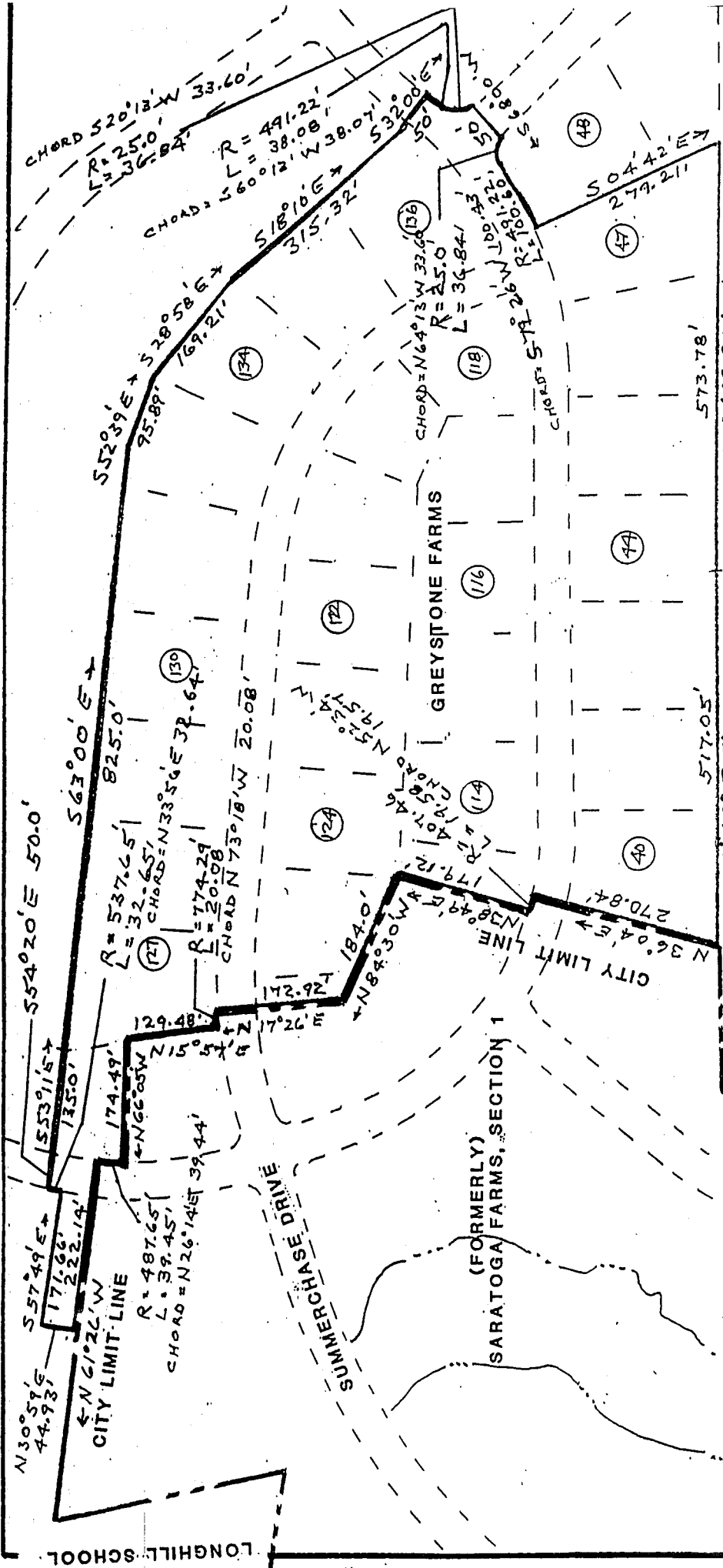
Adopted this the 3rd day of August, 1992.

CITY OF FAYETTEVILLE

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Bobbie A. Joyner, City Clerk



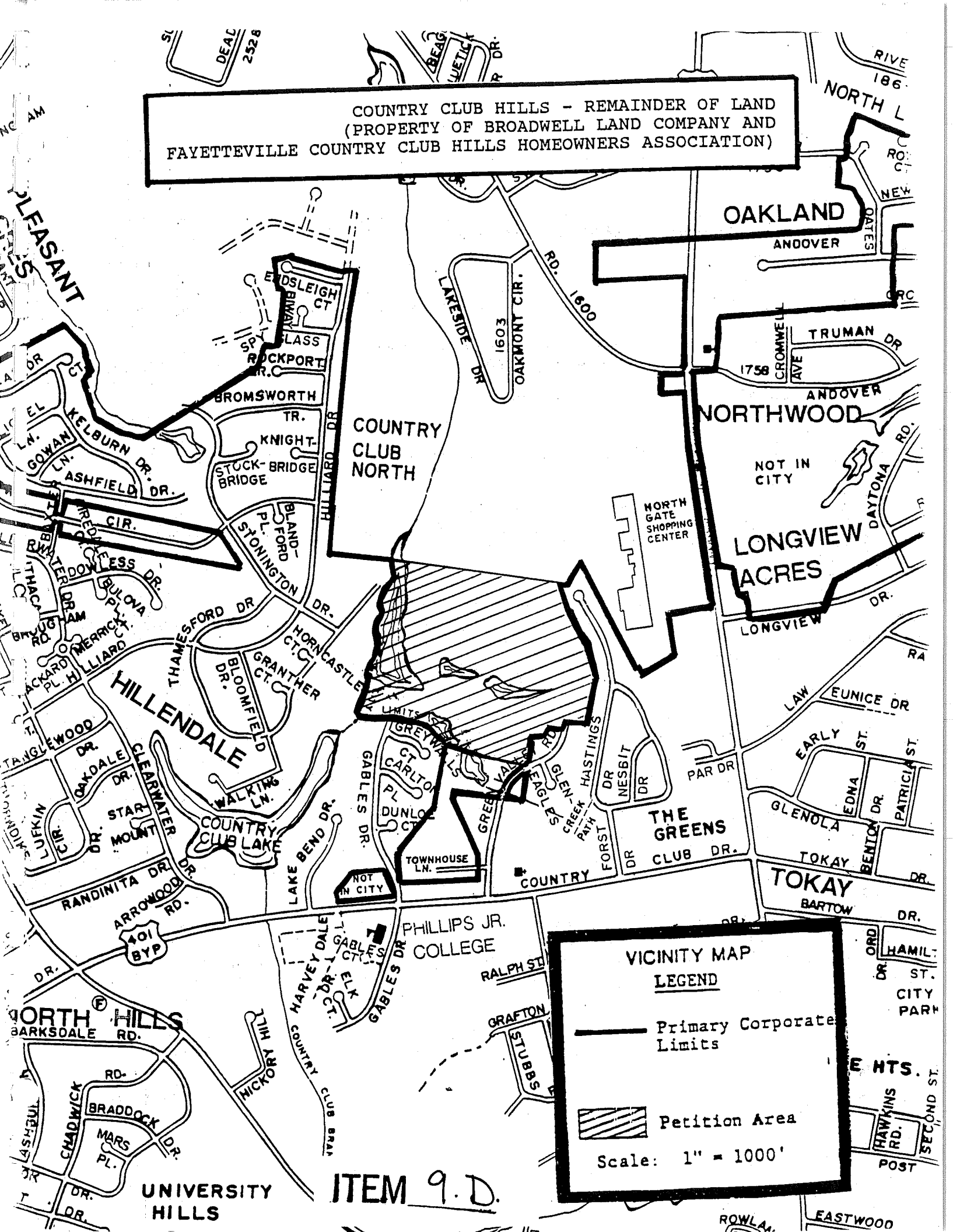
Culbreth Property

CITY OF FAYETTEVILLE	
ENGINEERING DEPARTMENT	
PROPOSED ANNEXATION	
GREYSTONE FARMS, SECTION 2	
19.73 Acres	
DATE	DRAWN BY
SCALE 1" = 200'	DATE
	A.P.B.

FIELD BK: \_\_\_\_\_ MO. \_\_\_\_\_ DAY \_\_\_\_\_



COUNTRY CLUB HILLS - REMAINDER OF LAND  
 (PROPERTY OF BROADWELL LAND COMPANY AND  
 FAYETTEVILLE COUNTRY CLUB HILLS HOMEOWNERS ASSOCIATION)



**VICINITY MAP  
 LEGEND**

— Primary Corporate Limits

▨ Petition Area

Scale: 1" = 1000'

ITEM 9.D.

COUNTRY CLUB HILLS - REMAINDER OF LAND  
(PROPERTY OF BROADWELL LAND COMPANY AND  
FAYETTEVILLE COUNTRY CLUB HILLS HOMEOWNERS ASSOCIATION)

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 3rd day of August, 1992.

(SEAL)

Bobbie A. Joyner, City Clerk

Received 6-25-92

PETITION REQUESTING ANNEXATION  
(CONTIGUOUS AREA)

Date June 23, 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

Project known as Country Club Hills - *Remainder of Land*

3. A map is attached showing the area proposed for annexation in relation to the primary corporate limits of the City of Fayetteville.

<u>NAME</u>	<u>ADDRESS</u>
1. BROADWELL LAND COMPANY	903 HAY STREET, PO BOX 53587
2. Don B. Broadwell, President	Fayetteville, NC 28305
3. <i>[Signature]</i>	
4. Fayetteville Country Club Hills	903 Hay Street, PO Box 53587
5. Homeowners Association, Inc.	Fayetteville, NC 28305
6. Leon E. Brown, Vice President	
7. <i>[Signature]</i>	

COUNTRY CLUB HILLS - REMAINDER OF LAND  
(PROPERTY OF BROADWELL LAND COMPANY AND  
FAYETTEVILLE COUNTRY CLUB HILLS HOMEOWNERS ASSOCIATION)

**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 17th day of August, 1992.

Section 2. The area proposed for annexation is described as follows:

Beginning at a point in the existing city limit line as established by Annexation 92-3-349 dated March 2, 1992, and running thence with the city limit line the following bearings and distances: South 22 degrees 30 minutes East 200.50 feet; South 28 degrees 33 minutes East 330.65 feet; South 16 degrees 58 minutes East 364.82 feet to a point in the city limit line as established by Annexation 83-4-257 dated April 5, 1983, and running thence with the city limit line South 82 degrees 57 minutes West 39.38 feet to a corner; thence continuing with the city limit line South 14 degrees 52 minutes West about 352 feet to a point in the city limit line as established by Annexation 90-6-334 dated June 4, 1990, with an effective date of June 30, 1990; thence with the city limit line the following bearings and distances: North 77 degrees 23 minutes West 189.27 feet; South 12 degrees 37 minutes West 50.0 feet; North 77 degrees 24 minutes West 125.0 feet; South 29 degrees 47 minutes West 73.99 feet; South 60 degrees 04 minutes West 58.77 feet; South 84 degrees 40 minutes West 120.82 feet; South 06 degrees 40 minutes West 220.0 feet to a point; thence leaving the city limit line and running North 78 degrees 13 minutes West 495.83

feet to the easternmost corner of lot 32 of Country Club Hills, Section One Subdivision shown in Plat Book 71, Page 1, Cumberland County Registry, said point also being in the city limit line as established by Annexation 89-4-321 dated April 3, 1989, with an effective date of April 30, 1989, and running thence with the city limit line the following bearings and distances: North 49 degrees 14 minutes West 165.48 feet; North 55 degrees 21 minutes West 100.76 feet; North 45 degrees 42 minutes West 83.53 feet; North 01 degree 59 minutes East 57.48 feet; North 81 degrees 30 minutes West 296.72 feet; North 65 degrees 30 minutes West 50.0 feet; South 24 degrees 30 minutes West 14.34 feet; North 65 degrees 30 minutes West 135.0 feet to a corner; South 24 degrees 30 minutes West 287.54 feet to the northeast corner of lot 9a of Country Club Lake Subdivision recorded in Plat Book 46, Page 53, Cumberland County Registry, said point being in the city limit line as established by Annexation 209 dated January 23, 1978 and running thence with the city limit line northwesterly about 160 feet to the southeast corner of lot 86 of Country Club North Subdivision recorded in Plat Book 44, Page 68, Cumberland County Registry; thence with the rear lines of lots 86-75 of the aforesaid subdivision the following bearings and distances: North 07 degrees 13 minutes East 103.08 feet to a point; North 18 degrees 24 minutes East 100.12 feet to a point; North 32 degrees 33 minutes East 101.98 feet to a point; North 37 degrees 57 minutes East 104.41 feet to a point; North 15 degrees 32 minutes East 100.49 feet to a point; North 29 degrees 47 minutes East 101.12 feet to a point; North 26 degrees 58 minutes East 100.50 feet to a point; North 68 degrees 45 minutes West 60.0 feet to a point; North 02 degrees 01 minute West 108.76 feet to a point; North 17 degrees 15 minutes East 100.25 feet to a point; North 01 degree 58 minutes East 105.94 feet to a point; North 26 degrees 57 minutes East 100.50 feet to a point; North 13 degrees 45 minutes West 122.06 feet to a point; North 32 degrees 34 minutes East 101.98 feet to a point; North 26 degrees 57 minutes East 100.50 feet to a point; North 50 degrees 43 minutes East 138.87 feet to the northeast corner of lot 75 of said Country Club North Subdivision; thence leaving the city limit line and running across the lake and continuing beyond, South 78 degrees 05 minutes East about 1490 feet to the beginning . . . containing about 66 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.

annex11

Adopted this the 3rd day of August, 1992.

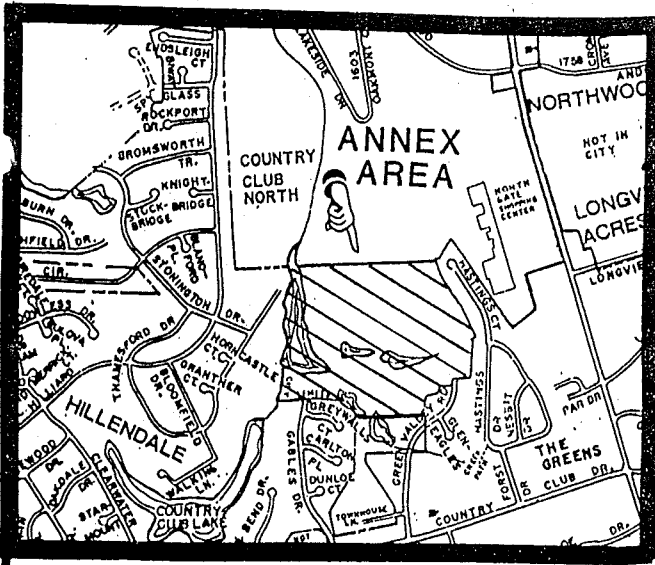
CITY OF FAYETTEVILLE

BY: \_\_\_\_\_

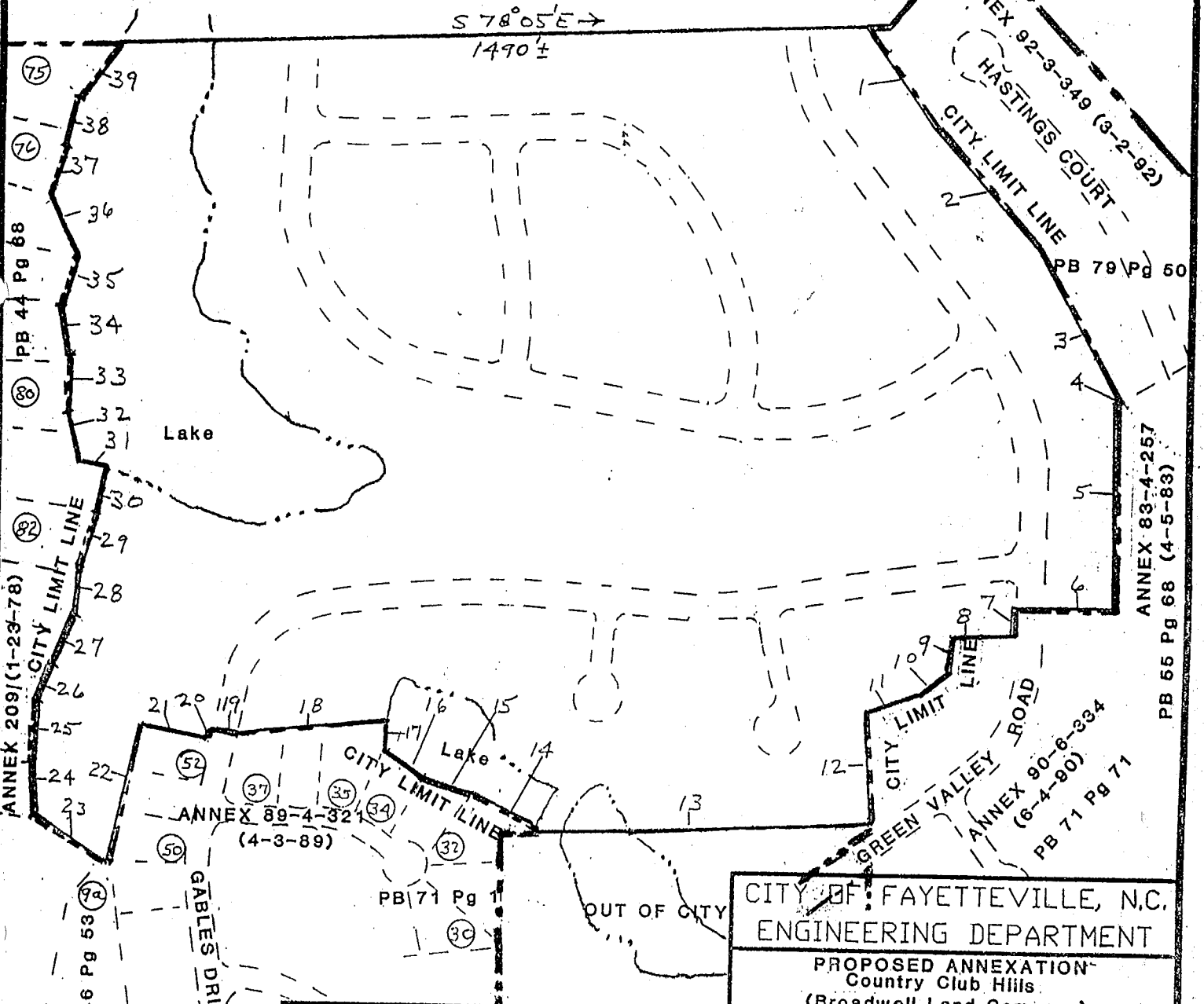
ATTEST:

Bobbie A. Joyner, City Clerk

annex11



VICINITY MAP



CITY OF FAYETTEVILLE, N.C.  
 ENGINEERING DEPARTMENT  
 PROPOSED ANNEXATION  
 Country Club Hills  
 (Broadwell Land Company)  
 66 Acres

DATE	DRAWN BY	Dale
SCALE 1" = 300'	CK'D BY	A.P.B.

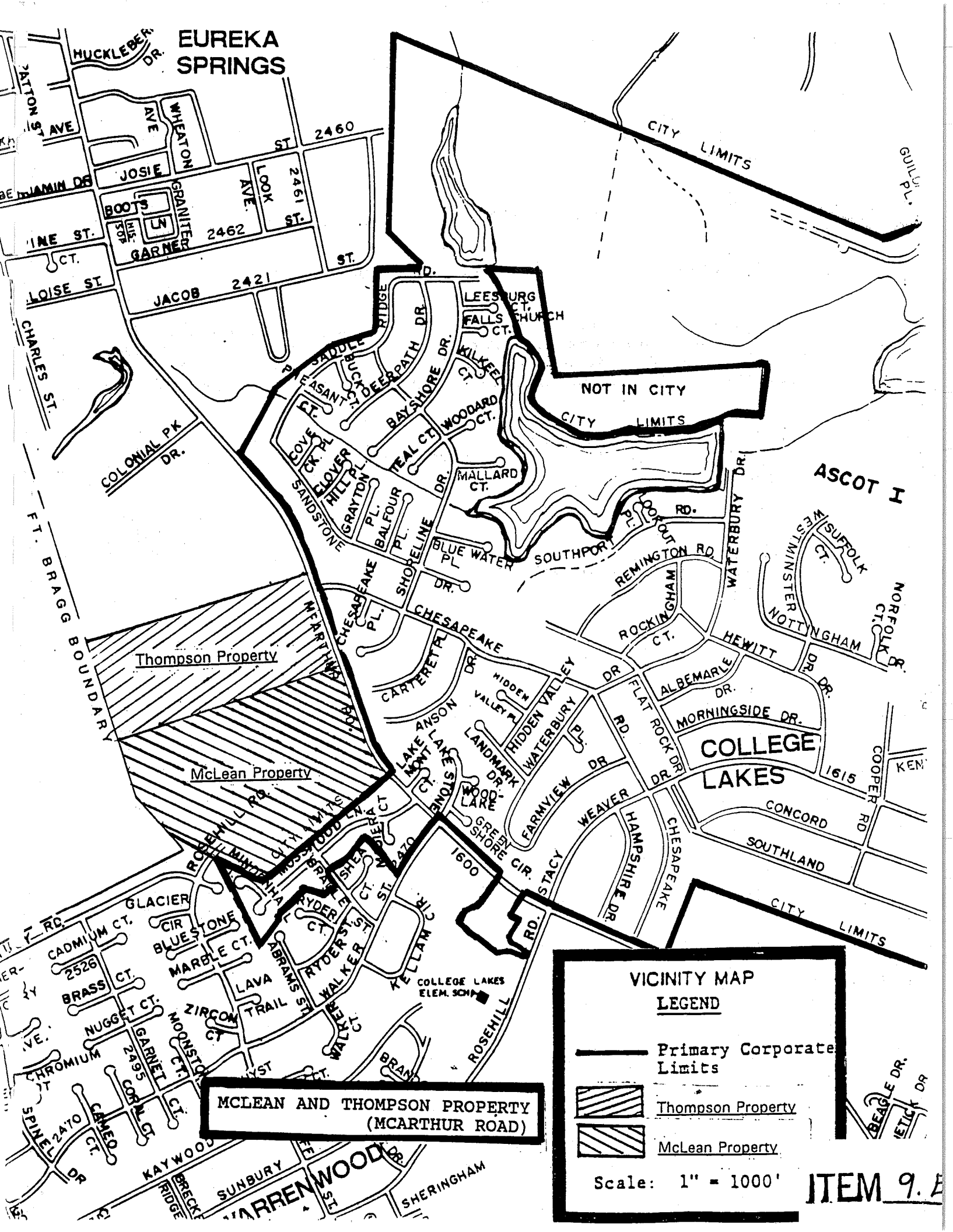
REVISION	DATE	BY

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# EUREKA SPRINGS






Thompson Property

McLean Property

**MCLEAN AND THOMPSON PROPERTY  
(MCARTHUR ROAD)**

**VICINITY MAP  
LEGEND**

-  Primary Corporate Limits
-  Thompson Property
-  McLean Property

Scale: 1" = 1000'

ITEM 9. A

MCLEAN DEVELOPMENT CORPORATION PROPERTY  
(MCARTHUR ROAD)

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 3rd day of August, 1992.

(SEAL)

Bobbie A. Joyner, City Clerk

Received 6-15-92

PETITION REQUESTING ANNEXATION  
(CONTIGUOUS AREA)

Date June 11, 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)

BEGINNING at the southeast corner of Tract No. 8 of the original deed from Golden Belt Orchards in the line of the Fort Bragg Reservation; and running thence with it N 53° 18' 32" W 700.06 feet to an existing concrete monument; thence N 48° 33' 41" W 524.93 feet to an existing concrete monument; thence N 19° 55' 00" W 482.66 feet to an iron pipe; thence N 69° 34' 14" E 1956.50 feet to the western margin of McArthur Road; thence with it S 20° 29' 25" E 679.07 feet to the P.C. of a curve; (the radius of which is 955.00 feet) thence with said curve as it curves to the southeast, an arc distance of 460.71 feet (chord bearing and distance S 34° 18' 38" E 456.26 feet) to an existing iron pipe, the northeast corner of McArthur Place subdivision; thence with the northern line of it S 54° 25' 44" W 1505.30 feet to the beginning and containing 56.73 acres.

3. A map is attached showing the area proposed for annexation in relation to the primary corporate limits of the City of Fayetteville.

<u>NAME</u>	<u>ADDRESS</u>
1. <u>McLean Development Corp.</u>	<u>Box 35850</u>
2. <u>Tom McLean, Pres.</u>	<u>Fayetteville, N.C.</u>
3. <u>St. Mary's Church</u>	<u>zip 28303</u>
4.	
5.	
6.	
7.	

PAUL THOMPSON TRUST #1  
AND TRUST #2 PROPERTY  
(MCARTHUR ROAD)

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 3rd day of August, 1992.

(SEAL)

Bobbie A. Joyner, City Clerk

Received 6-29-92

PETITION REQUESTING ANNEXATION  
(CONTIGUOUS AREA)

Date June 25<sup>th</sup> 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)

BEGINNING at a concrete monument in the eastern line of the Fort Bragg Reservation, same being also the southwest corner of the 29.52 acre tract sold to Carolina Power and Light Company, as per survey by Linwood E. Byrd, Inc. and running thence with the southern lien of said tract N 59° 05' 26" E 1981.48 feet to a concrete monument in the western right-of-way margin of McArthur Road thence with it as it curves to the south (the radius of which is 1,339.64 feet) an arc distance of 69.24 feet to the point of tangency of said curve; thence continuing with the western right-of-way margin of McArthur Road S 20° 29' 25" E 391.31 feet to the northeast corner of a 56.43 acre tract belonging to McLean Development Corporation; thence with the northern line of it S 69° 34' 14" W 1956.50 feet to the eastern line of the Fort Bragg Reservation thence with it N 19° 55' 00" W 779.94 feet to the beginning and containing 42.73 acres.

3. A map is attached showing the area proposed for annexation in relation to the primary corporate limits of the City of Fayetteville.

<u>NAME</u>	<u>ADDRESS</u>
1. Paul Thompson	Tract # 1 & Tract # 2
2. Thomas A. McLean, Trustee	
3.	
4.	Box 35850
5.	Zip 28303
6.	
7.	

MCLEAN AND THOMPSON PROPERTY  
(MCARTHUR ROAD)

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 17th day of August, 1992.

Section 2. The area proposed for annexation is described as follows:

Beginning at a point in the eastern margin of McArthur Road, said point being in the existing City Limit Line as established by Annexation 85-1-291 dated January 7, 1985 (effective February 1, 1985) and running thence with the city limit line South 59 degrees 20 minutes West and crossing McArthur Road and running with the northern line of McArthur Place subdivision, Section 2, Part 3, for a distance of 1566.93 feet to a corner; thence continuing with the city limit line and McArthur Place subdivision North 49 degrees 01 minute West 551.91 feet to a point; thence leaving the city limit line and running in a northwest direction about 148.2 feet to a concrete monument in the Fort Bragg Military Reservation boundary; thence with said boundary North 48 degrees 33 minutes 41 seconds West 524.93 feet to a concrete monument; thence continuing with military reservation line North 19 degrees 55 minutes West 1262.6 feet to a concrete monument; thence leaving the reservation line and running North 59 degrees 05 minutes 26 seconds East 2041.78 feet to a point in the eastern margin of McArthur Road, said point also being in the existing city limit line as

established by Annexation 84-7-290 dated July 21, 1984 (effective August 31, 1984); thence following the eastern right of way margin of McArthur Road and the city limit line in a Southeastern direction about 2200 feet to the beginning . . . containing 102.63 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.

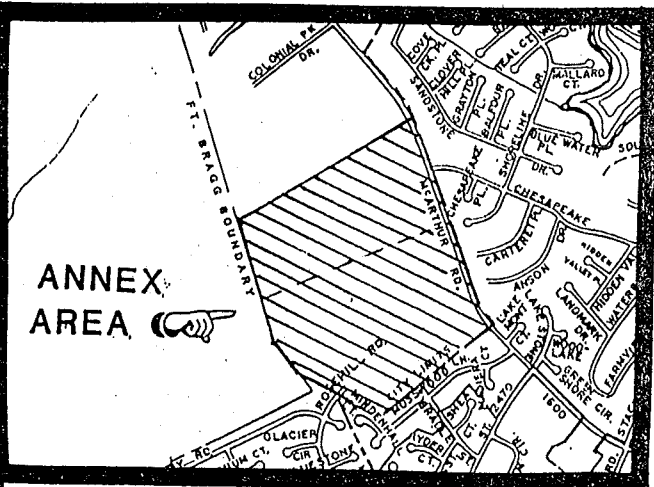
Adopted this the 3rd day of August, 1992.

CITY OF FAYETTEVILLE

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Bobbie A. Joyner, City Clerk



VICINITY MAP

ANNEXATION 84-7-290  
(1-21-88)

$N 59^{\circ} 05' 26'' E$   
2041.78'

CITY LIMIT LINE

SOUTHEASTWARD

McArthur Road 2200'

Thompson Property  
McLean Development Corp. Property

$N 19^{\circ} 55' 1'' W$   
1262.60'

MILITARY RESERVATION

$N 48^{\circ} 33' 41'' W$   
524.93'  
(148.15)

TIFFANY PINES  
(OUT OF CITY)

$N 49^{\circ} 01' W$   
(551.81)

1566.93'  
 $S 59^{\circ} 20' W$   
Mosswood Lane  
ANNEXATION 85-1-291  
(1-7-86)  
McARTHUR PLACE  
Sec. 2, Part 3

CITY OF FAYETTEVILLE, N.C.  
ENGINEERING DEPARTMENT

PROPOSED ANNEXATION

Thompson-McLean Property  
(McArthur Road Area)  
about 102.93 Acres

DATE \_\_\_\_\_ DRAWN BY Dale  
SCALE 1"=400' CK'D BY A.P.B.

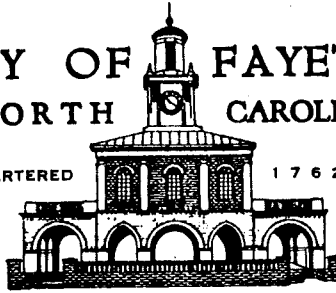
REVISION	
DATE _____	BY _____

FIELD BK



THE CITY OF FAYETTEVILLE  
NORTH CAROLINA

CHARTERED 1762



FAYETTEVILLE, NC 28301-5537

CITY MANAGER

433 HAY STREET

JULY 29, 1992

MEMORANDUM

TO: John P. Smith, City Manager

FROM: J. Ben Brown, Jr., Assistant City Manager  
Administration and Finance *JBB*

SUBJECT: Award of Purchase Contract for Mobile Police  
Station

In the attached City Council Action Request Form, we are requesting Council to adopt a resolution awarding a contract for a custom-built Mobile Police Station to Gore Trailer Manufacturing, Inc., in the amount of \$40,325.40. This company was the only bidder; other manufacturers were not interested in bidding on custom-building only one item.

Funds are available from a Safe Streets Now Grant which Council approved at its June 15, 1992, Regular Meeting. This action implements recommendation #8 of the Mayor's Task Force On Drugs In Our Community.

The Bid Awards Committee was comprised of the Director of Administrative Services, the Purchasing Staff, Police Staff, and the Fleet Maintenance Superintendent. The Committee reviewed the submitted bid and recommends award of the contract to Gore Trailer Manufacturing, Inc.,

Recommend Council adopt resolution.

JBBjr:ssm

cc: Roger Stancil, Deputy City Manager  
Ron E. Hansen, Chief of Police  
Bill McGugan, Director, Administrative  
Services

Attachment

An Equal Opportunity  
City of



Affirmative Action Employer  
Dogwoods

ITEM 10.

CITY COUNCIL - ACTION REQUEST FORM

TO: John P. Smith, City Manager DATE: July 27, 1992

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

COUNCIL ACTION REQUESTED: Award of purchase contract to Gore Trailer Mfg. Inc in the amount of \$40,325.40.

PROJECT NAME: MOBILE POLICE STATION PROJECT NUMBER: Bid # 929302  
DATE OPENED: 07-23-92 DATE ADVERTISED: 07-16-92

BIDDERS: Gore Trailer Mfg., Inc. TOTAL PRICE: \$40,325.40

AWARD RECOMMENDED TO: Gore Trailer Mfg., Inc.

BASIS OF AWARD: Lowest Responsible Bidder

BUDGET AMOUNT: \$56,066.00 ACCOUNT NO: 26-8003-3560  
FUNDING SOURCE: Grant Safe Streets Now DEPARTMENT: Police

AWARDS COMMITTEE MEMBERS: Director Administrative Services, Purchasing Staff, Police Staff and Fleet Maintenance Superintendent.

AWARDS COMMITTEE ACTION: The vehicle offered by the only bidder meets or exceeds all required technical specifications and delivery requirements and is priced within available funds. The response of only one bidder is a result of a custom vehicle to meet the needs of the Police Department.

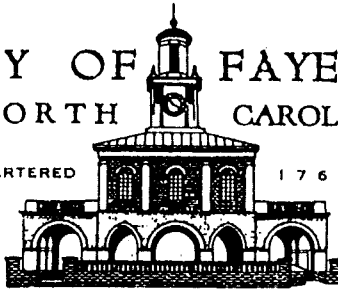
SUBMITTED BY: *William J.B. McGugan*  
ADMINISTRATIVE SERVICES DIRECTOR

APPROVED BY: See Attached  
DEPARTMENT HEAD

FINANCE DIRECTOR

THE CITY OF FAYETTEVILLE  
NORTH CAROLINA

CHARTERED 1762



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

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

27 July 1992

**MEMORANDUM**

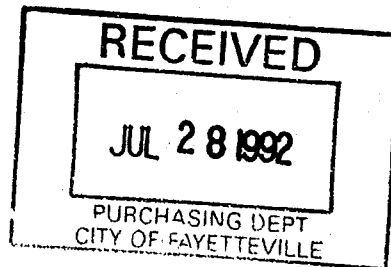
**TO :** Craig Hampton, Administrative Services  
**FROM :** Ronald E. Hansen, Chief of Police *RA*  
**SUBJECT:** Trailer Bid Acceptance

I recommend the acceptance of the bid proposal submitted by Gore Manufacturing for our mobile police station. Construction should begin immediately with a realistic completion date specified.

We appreciate your assistance in this matter.

**REH:lof**

**cc:** Major Moyd  
Major Cannady



122nd NATIONALLY ACCREDITED



LAW ENFORCEMENT AGENCY

An Equal Opportunity Affirmative Action Employer

BIDDER LIST  
CITY BID #929302

C.R.T.S., Inc.  
Attn: Larry Crowder  
3116 Capital Blvd.  
Raleigh, NC 27604

Gore Trailer Mfg., Inc.  
Route 3 Box 369  
Whiteville, NC 28472

CITY OF FARMETEVILLE  
BID TABULATION

BID #729392

BID OPENING DATE 7/23/93

ITEM: 1 EACH - MOBILE POLICE STATION

BIDDER: Gore Trailer Mfg. Inc.

YEAR 1992 Gore GIMS

MAKE:

MODEL:

BID PRICE: 40,325.40

(less tax)

SALES & USE (if any) If applicable - upon title of trailer

DELIVERY DATE: 120 days ARO

BID DEPOSIT: 2100.00

PAYMENT TERMS: net 10 days

REMARKS: see bid

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE ACCOUNT OF ALL BIDS RECEIVED

*Richard C. Hampton*  
RICHARD C. HAMPTON  
PURCHASING AGENT

Date: July 17, 1992

TO THE MAYOR AND MEMBERS OF CITY COUNCIL,  
CITY OF FAYETTEVILLE  
FAYETTEVILLE, NORTH CAROLINA

The undersigned has read carefully the foregoing specifications, including the text of the advertisement, General Conditions and Special Conditions, and proposes to furnish and install equipment meeting or exceeding said specifications, in accordance with all requirements and conditions of this Invitation for Bids, 1992 Fayetteville, North Carolina, as follows:

ITEM: 1 EACH, CUSTOM BUILT POLICE MOBILE STATION  
YEAR, MAKE AND MODEL 1992 GORE GTMS  
BID PRICE EACH (LESS TAX) \$40,325.40  
SALES AND USE TAX (IF ANY) If applicable - upon title of trailer  
GUARANTEED DELIVERY DATE: 120 Days from date of Bid Award  
BID DEPOSIT (Enclosed) YES  NO  AMOUNT \$2100.00

REMARKS/EXCEPTIONS: Trailer to be completed and picked up at Gore Trailer Mfg. Factory in Whiteville, N.C. with Hitch installed and Road Tested before Leaving plant.

Net 10 Days  
PAYMENT TERMS

56-101-34-37  
COMPANY FEDERAL TAX I.D.#

Gore Trailer Mfg., Inc.

BIDDER

*Daniel J. Gore*  
BY (MUST BE COMPANY OFFICER)

Daniel J. Gore

ABOVE NAME TYPED OR PRINTED

President

TITLE

Route 3, Box 369 Whiteville, NC 28472  
ADDRESS

(800) 334-3488

TELEPHONE

BID OPENING

DATE: 07-23-92

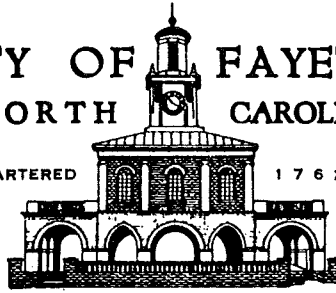
TIME: 2:00 P.M.

CITY OF FAYETTEVILLE  
PURCHASING DEPARTMENT  
433 HAY STREET  
FAYETTEVILLE, NC 28301

BID #929302

THE CITY OF FAYETTEVILLE  
NORTH CAROLINA

CHARTERED 1762



CITY MANAGER

FAYETTEVILLE, NC 28301-5537

433 HAY STREET

JULY 30, 1992

MEMORANDUM

TO: The Mayor and Members of City Council  
FROM: John P. Smith, City Manager *JPS*  
SUBJECT: Quiet Cove

We have received a petition to accept this street as a public street. It currently serves as a driveway for a business. I recommend no action on the request.

JPS:ssm

Attachment

An Equal Opportunity  
City of

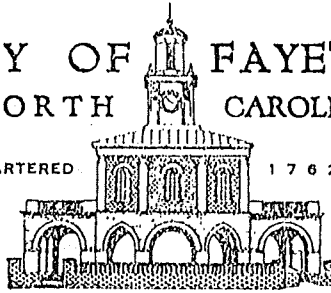


Affirmative Action Employer  
Dogwoods

ITEM 11.

THE CITY OF FAYETTEVILLE  
NORTH CAROLINA

CHARTERED 1762



ENGINEERING DEPARTMENT  
433 HAY STREET

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

July 22, 1992

MEMORANDUM

TO: Mr. John P. Smith, City Manager  
FROM: Michael L. Walker, P.E., City Engineer *MLW*  
SUBJECT: Village Surgical Associates - Request for Maintenance  
of Quiet Cove

Attached is a letter from a representative of Village Surgical Associates requesting that the recently completed street into their new offices be accepted for maintenance by the City.

We would recommend that City Council consider this street for public maintenance following:

1. A report from our staff and the Street Maintenance Superintendent with reference to the condition of the street and storm drainage in the area. This report should include an estimate of required repairs or modifications to this street and storm drainage prior to City acceptance.
2. Dedication of right-of-way by the property owners as determined necessary by our staff for maintenance of this street and utilities.
3. The developer should also be required to submit a plan showing future development planned for this site.

City Council may wish to set a public hearing at their August 3, 1992 meeting to receive public input on accepting this new roadway for maintenance.

MLW/mak

Enclosures: Petition  
Area Map

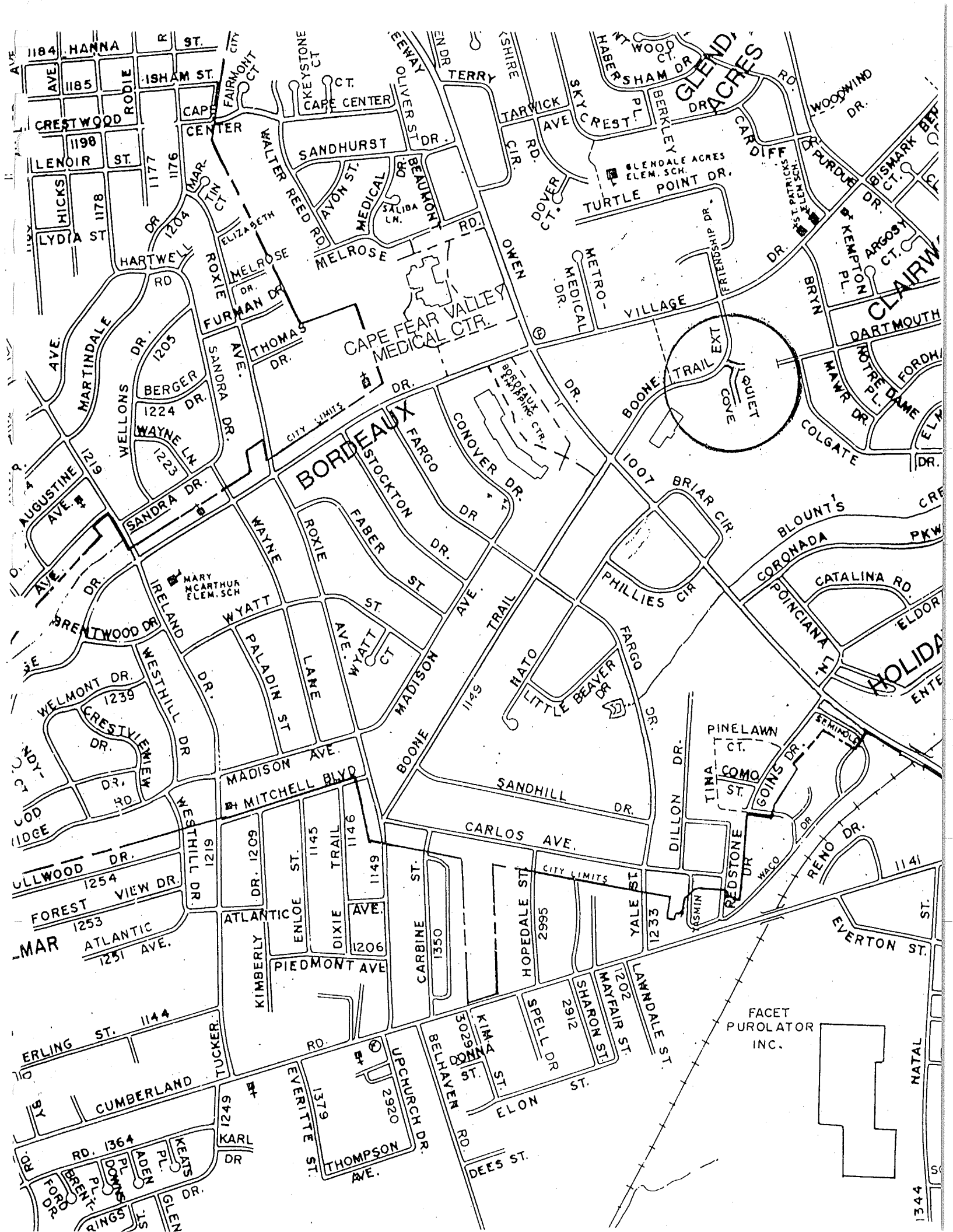
cc: Roger L. Stancil, Deputy City Manager  
Jimmy Teal, Assistant City Manager, Planning/Development  
Louis A. Chalmers, Jr., P.E., City Traffic Engineer

An Equal Opportunity  
City of



Affirmative Action Employer  
Dogwoods





CAPE FEAR VALLEY  
MEDICAL CTR.

BORDEAUX

BORDSTOCKTON

BOONE TRAIL EXT  
QUIET COVE

FACET  
PURALATOR  
INC.

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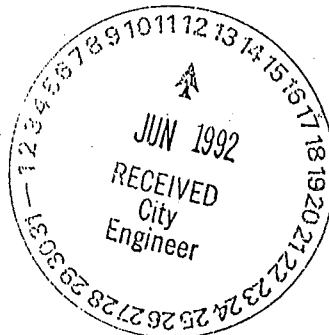
# VILLAGE SURGICAL ASSOCIATES, P.A.

GENERAL, VASCULAR, THORACIC & PEDIATRIC SURGERY

FRANKLIN S. CLARK, M.D., F.A.C.S.  
BRUCE C. STEFFES, M.D., F.A.C.S.  
DEON FAILLACE, M.D., F.A.C.S.  
JAMES M. THOMAS, M.D., F.A.C.S.  
MICHAEL S. BRYANT, M.D.  
JAMES A. CLASSEN, M.D., F.A.C.S.  
DIPLOMATES, AMERICAN BOARD OF SURGERY

METROMEDICAL DRIVE  
FAYETTEVILLE, NORTH CAROLINA 28304  
Reply To:  
P.O. BOX 64367  
FAYETTEVILLE, N.C. 28306-0367  
TELEPHONE: (919) 323-2626

June 9, 1992



Mr. Mike Walker  
City Engineering Dept.  
City Hall, 433 Hay St.  
Fayetteville, NC 28301

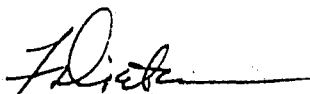
Dear Mr. Walker:

Pursuant to our phone conversation, I am submitting this written request for the dedication of Quiet Cove, our private entrance from Boone Trail Extension, to the City of Fayetteville.

Quiet Cove was constructed as an access to our property during the development stages of our new surgical facility. Now that our project is completed, we wish to grant ownership to the City.

Please advise as to the steps necessary to complete the dedication.

Sincerely,

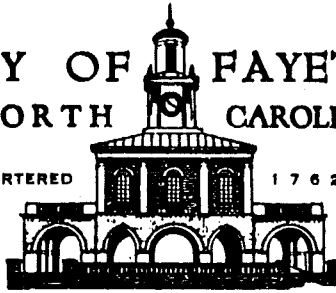
  
Frank A. Dieter  
Administrator

FAD:ch



THE CITY OF FAYETTEVILLE  
NORTH CAROLINA

CHARTERED 1762



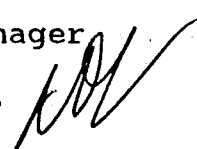
CITY ATTORNEY  
P.O. BOX 1513  
FAYETTEVILLE, NC 28302-1513

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

July 23, 1992

MEMORANDUM

TO: John P. Smith, City Manager

FROM: Robert C. Cogswell, Jr.   
City Attorney

SUBJECT: Request by Rebecca M. Harris on Behalf of C. Mitchell  
Barrentine Estate

Section 10-12(g) permits only one interment per single grave and not more than one person shall be interred in a single grave except a mother and infant, or two children, and then only when interred in a single casket. I contacted both the County Health Department, and the State Cemetery Commission, and they were unaware of any prohibition against amending our ordinance to permit the request that is attached. However, it would require amendment of the City Code by the City Council.

RCC/jkp

Attachment

An Equal Opportunity  
City of



Affirmative Action Employer  
Dogwoods

ITEM 12.

DAVID R. MILLER, P. A.

A PROFESSIONAL ASSOCIATION  
OF ATTORNEYS

DAVID R. MILLER  
FLORIDA AND COLORADO BAR  
MAGGI FIELDS BAILEY  
REBECCA M. HARRIS

CITY CENTER EAST  
150 - J SOUTH PALMETTO AVENUE  
DAYTONA BEACH, FLORIDA 32114  
TELEPHONE (904) 239-5161

July 13, 1992

Mrs. Ida Ross  
734 Commerce Street  
Fayetteville, N.C. 28305

Re: C. Mitchell Barrentine

Dear Mrs. Ross:

I am seeking your help in accomplishing a final wish of a native son of North Carolina. "Mic" Barrentine was born in Roseboro, graduated from East Carolina University, and taught at Lenoir Community College. He died in Florida at the young age of 39 after a painful battle with vascular cancer, a disease all too familiar to eastern North Carolinians. He felt he would find peace if his ashes were returned to North Carolina to be buried with his mother.

I am the personal representative of Mic's estate. Mic was a client of mine, but we found we had many common experiences (I worked at ECU for three years and my son attended Lenoir) and we became friends, also. We talked a great deal about what he wanted after his death so he and his family could accept the tragedy of his premature death and rebuild their lives.

His mother is buried in Cross Creek Cemetary. It is my understanding that burial of his ashes in the same grave requires permission of the Fayetteville city council. It is Mic's and his family's wish that he be buried there and that his name be added to the headstone.

I am told there is no legal bar or strict social policy against this. We understand there are financial considerations for the cemetary. If that is the sole issue, I am sure it can be easily resolved.

I would appreciate every consideration you can give to this request. Please let me know if there is anything at all that I

Mrs. Ida Ross  
Page 2

July 13, 1992

need to do to help the Council reach a favorable decision.

Sincerely yours,

  
Rebecca M. Harris

RMH/rs

cc: Michael P. Smith

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE  
AMENDING SECTION 10-12 OF THE CODE OF ORDINANCES  
OF THE CITY OF FAYETTEVILLE

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

Section 1. Section 10-12. Opening/closings regulations of the Code of Ordinances of the City of Fayetteville is amended by adding a new Subsection (i) as follows:

(i) Notwithstanding the provisions of Subsection (g) of this ordinance, ashes of deceased individuals, in appropriate containers, may be buried in a grave site, in addition to any casket, and the Director of the Parks and Recreation Department is authorized to implement appropriate regulations to permit the same in a manner that will not unduly disturb existing grave sites.

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

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 1992.

CITY OF FAYETTEVILLE

By: J. L. Dawkins, Mayor

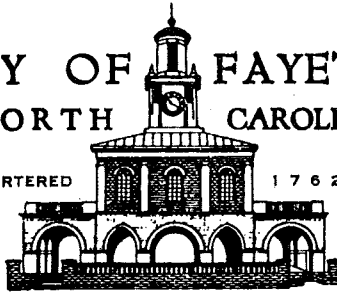
ATTEST:

Bobbie A. Joyner, City Clerk



THE CITY OF FAYETTEVILLE  
NORTH CAROLINA

CHARTERED 1762



FAYETTEVILLE, NC 28301-5537

CITY CLERK  
433 HAY STREET

(919) 433-1989  
FAX (919) 433-1780

July 22, 1992

**MEMORANDUM**

TO: John P. Smith, City Manager

FROM: Bobbie A. Joyner, City Clerk *BJ*

SUBJECT: **AGENDA ITEM FOR AUGUST 3, 1992 CITY COUNCIL MEETING -  
NOMINATIONS TO BOARDS AND COMMISSIONS - Continued from July 20,  
1992**

**A. JOINT PLANNING BOARD - 1 Vacancy**

Meets first and third Tuesday, 7:30 p.m., Old Courthouse.

Nominations are still open to fill the vacancy of Billy Maxwell, Sr., to June 1996. The following nominations were made at the last meeting:

Mr. Karl Legatski (W/M), was nominated by Councilmember Cheek

Mr. Jonathan Charleston (B/M) was nominated by Councilmember Blackwell

Information sheets are attached for the nominees. Blank Nomination Forms are also attached for your use.

Attachments

An Equal Opportunity  
City of



Affirmative Action Employer  
Dogwoods

**ITEM 13**



NOMINATION FORM  
BOARDS, COMMITTEES AND COMMISSIONS  
CITY OF FAYETTEVILLE

(PLEASE PRINT OR TYPE)

NOMINATION FOR VACANCY ON THE Joint Planning Board

BY COUNCILMEMBER Suzan Cheek DATE: 7.6.92

Mr./Mrs./Ms. Karl Legatski DOES LIVE IN CITY LIMITS AND IS NOT SERVING ON ANOTHER BOARD OR COMMISSION

ADDRESS 468 Kingsford Rd ZIP: \_\_\_\_\_  
(Street and/or P.O. Box)

TELEPHONE: HOME 867.8595 BUSINESS 867.8675

BUSINESS Celtech, Inc JOB TITLE: Owner

RACE W SEX M

ACTIVITIES: Active United Way volunteer  
President, Friends of the Parks Foundation

OTHER INFORMATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Received by City Clerk sj 7-6-92  
(date)

Elected: YES \_\_\_\_\_ NO \_\_\_\_\_ Letter: \_\_\_\_\_

A.

**NOMINATION FORM**  
**BOARDS, COMMITTEES AND COMMISSIONS**  
**CITY OF FAYETTEVILLE**

(PLEASE PRINT OR TYPE)

NOMINATION FOR VACANCY ON THE JOINT PLANNING BOARD

BY COUNCILMEMBER BREEDEN BLACKWELL DATE: 7-6-92

Mr./Mrs./Ms. JONATHAN CHARLESTON DOES LIVE IN CITY LIMITS AND IS NOT SERVING ON ANOTHER BOARD OR COMMISSION

ADDRESS 933 Creekside Av ZIP: FAY, 28305  
(Street and/or P.O. Box)

TELEPHONE: HOME 433-2880 BUSINESS 323-5303

BUSINESS SHAW FOOD SERVICES JOB TITLE: ATTORNEY

RACE B SEX M

ACTIVITIES: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

Received by City Clerk BJ 7-6-92  
(date)

Elected: YES  NO  Letter: \_\_\_\_\_

**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: \_\_\_\_\_  
\_\_\_\_\_  
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OTHER INFORMATION: \_\_\_\_\_  
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Received by City Clerk \_\_\_\_\_ (date)

Elected: YES \_\_\_\_\_ NO \_\_\_\_\_ Letter: \_\_\_\_\_

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**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)

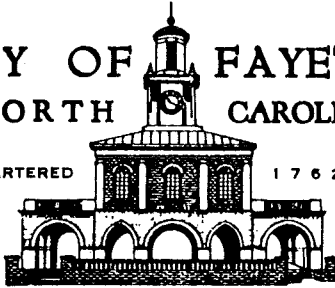
Elected: YES \_\_\_\_\_ NO \_\_\_\_\_ Letter: \_\_\_\_\_

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THE CITY OF FAYETTEVILLE  
NORTH CAROLINA

CHARTERED 1762



CITY MANAGER

FAYETTEVILLE, NC 28301-5537

433 HAY STREET

JULY 30, 1992

MEMORANDUM

TO: The Mayor and Memers of City Council  
FROM: John P. Smith, City Manager *JPS*  
SUBJECT: Planning Retreat

Pursuant to Council's action on July 6, 1992, we have contacted the Institute of Government in Chapel Hill regarding the scheduling of a City Council planning retreat. Dick McMahon, who conducted a previous City Council retreat and Kurt Jenne who specializes in planning have agreed to be facilitators. We have asked them to provide us with dates in the late fall.

Prior to the retreat I would suggest that we use some of our information meetings to brief Council and discuss some of the City's existing plans.

As soon as Mr. McMahon and Dr. Jenne provide us with some dates I will report back to you.

JPS:ssm

An Equal Opportunity  
City of



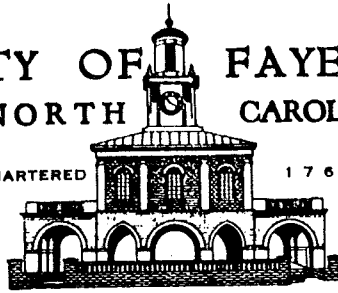
Affirmative Action Employer  
Dogwoods

ITEM 14.

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THE CITY OF FAYETTEVILLE  
NORTH CAROLINA

CHARTERED 1762



FAYETTEVILLE, NC 28301-5537

433 HAY STREET

CITY MANAGER

July 30, 1992

MEMORANDUM

TO: John P. Smith, City Manager  
FROM: Jimmy Teal, Assistant City Manager, Planning & Development  
SUBJECT: Special Assessments

A handwritten signature in black ink, appearing to be 'JT', is written to the right of the 'FROM' line.

The agenda packet for the City Council meeting on July 20, 1992, contained assessment information I had gathered. That information pertained primarily with cities across North Carolina. In addition, Councilman McBryde requested that we get information on assessments for cities outside North Carolina.

Following is a list of cities outside of North Carolina and their assessment policies.

1. St. Petersburg, Florida

Assessment based on the frontage abutting the project, at an equal rate per foot of frontage.

Street Improvements - \$32.00 per foot  
Water Improvements - \$24.00 per foot  
Sewer Improvements - \$36.00 per foot

2. Richmond, Virginia - Do not use assessments.

3. Charleston, South Carolina - Do not use assessments.

4. Savannah, Georgia

Assessment based on the frontage abutting the project, at an equal rate per foot of frontage.

Street Improvements - \$7.00 per foot  
Water Improvements - \$7.00 per foot  
Sewer Improvements - \$7.00 per foot

5. Baltimore, Maryland - Do not use assessments.

JT/kbl

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**INFORMATION**



MINUTES  
CITY/COUNTY LIAISON COMMITTEE  
July 23, 1992, 12:00 Noon  
Ambassador House Restaurant

Present: County Commissioner Juanita Gonzalez, Chairman  
County Commissioner Tom Bacote  
City Council Member Suzan Cheek  
City Council Member Nat Robertson  
County Commissioner Johnnie Evans

Absent: City Council Member Ida Ross

Others

Present: Cliff Strassenburg, County Manager  
John Smith, City Manager  
Jimmy Teal, Asst. City Manager  
Ben Brown, Asst. City Manager  
Robert Bartelt, Deputy County Attorney  
Robert Cogswell, City Attorney  
City Council Member Breeden Blackwell  
City Council Member Robert Massey  
George Vaughan, Planning Director  
Jason Brady, City Public Relations  
Press

Chairman Gonzalez called the meeting to order and asked for the approval of the Minutes of the May 28, 1992 meeting. Mr. Robertson offered a motion to approve the minutes, seconded by Mrs. Cheek and unanimously adopted.

UPDATE: WATER/SEWER BOND ISSUE

Cliff Strassenburg, County Manager, reported that the water/sewer project is moving forward and will be on a referendum in November for approval by the voters. Method of paying for the water/sewer project will be via GO bonds in the amount of \$30 million dollars, sewer and water assessments, and taxes levied within the water/sewer district. The district will encompass all unincorporated territories in the county except certain areas which already have the extensions. Total cost for the first phase of the extensions is \$62.7 million dollars. The first initial project will take about seven years to complete. He noted it would be 15-20 years before water and sewer would be extended throughout the county. The areas that will be served first are areas in which there are health related problems due to nonfunctioning septic tanks and areas in which water quality is poor. Mr. Strassenburg noted that the Public Hearing on this project will be held August 3, 1992, 7:30PM.

Commissioner Evans asked how annexing by the City of those areas who receive the water/sewer extensions will affect the people. John Smith, City Manager, said PWC is looking at making some changes in their existing policies so the county and city policies will be the same. Commissioner Evans expressed concern that areas annexed will continue to pay the district tax and also pay city taxes for services from the City; one of the services being offered water/sewer.

**INFORMATION**

UPDATE: EUFAULA STREET PROBLEMS

Mr. Strassenburg, County Manager, shared some background concerning the problem, i.e., that the residents on Eufaula Street allege that the County Ann Street Landfill is having an adverse impact on their properties.

Mr. Strassenburg noted the State agency has inspected the County's landfill operation and reported that we are in total compliance with all regulations. The County Health Department has reported there is no evidence of vector or rodent infestation as a result of the landfill operation, in fact, the Health Department noted that perhaps conditions in the Eufaula Street area could be causing rodent problems. Mr. Strassenburg also reported that the ground water is being monitored and there is no evidence of pollutants. Mr. Strassenburg stated the county is taking the following actions immediately to help alleviate some of the complaints by the Eufaula Street residents:

1. daily watering of unpaved streets to cut down on dust problem;
2. monies appropriated to pave some of the heavily used dirt roads at the landfill;
3. adding additional crush and run on the roads to hold down the dust;
4. washing down daily of the tipping floor, utilizing deodorizing agents to help with the odor;
5. BCH, who will lease the bailing facility, will take steps in design of their project to install odor control devices;
6. Environmental Health section of the County's Health Department is conducting a study to see if the area is safe from a public health standpoint
7. A screen will be erected which will also help some of the buffer problem, although area has vegetation to act as a buffer.

Mr. Strassenburg said complaints of noise at 3:00AM in the morning could not be attributed to landfill operations.

Suzan Cheek asked if the Landfill meets current state standards. The response was negative; however, when the landfill was licensed it did meet all state standards. The standard that has been changed is the requirement of a 500 foot setback.

City Council Member Breeden Blackwell said that odor is in fact a problem in the Eufaula street area, particularly when the temperature is high.

Commissioner Bacote noted that the County is doing all we can to alleviate some of the problems perceived by the residents.

Suzan Cheek also asked if the County had plans to acquire properties in the area. Mr. Strassenburg responded that the County has in fact purchased some foreclosed properties in the area and management has a plan as to what properties would be advantageous to purchase when they become available.

UPDATE: RENAMING OF MURCHISON ROAD TO MARTIN LUTHER KING BOULEVARD

John Smith, City Manager, stated that he has written a letter to the Department of Transportation to ask for some clarification on basically two items: (1) Under what conditions would DOT approve changing the name of a street currently named for someone to someone else' name and (2) what local issues would have to be resolved before DOT would approve such a name change. Mr. Smith stated that Ft. Bragg will have no say in the renaming of said road. It was noted the County is having a public hearing on this matter on July 28, 1992.

OTHER BUSINESS:

Suzan Cheek shared information concerning an article on a Youth Services Corps. This information will be shared with county officials.

Commissioner Tom Bacote suggested that the City and County consider a joint venture in the area of Human Relations, i.e., that the City take in the entire county.

The next meeting will be held on August 27, 1992. Possible topics for the agenda: Consolidation of county/city agencies and Coordination of City and County Ordinances.

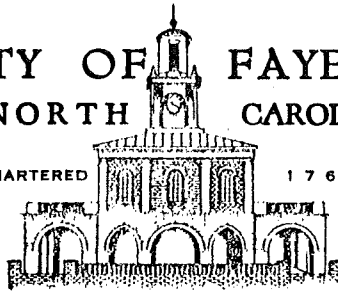
Chairman Gonzalez adjourned the meeting at 1:25PM.

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THE CITY OF FAYETTEVILLE  
NORTH CAROLINA

CHARTERED 1762



CITY MANAGER

FAYETTEVILLE, NC 28301-5537

433 HAY STREET

JULY 22, 1992

The Honorable Thomas J. Harrelson  
Secretary, Department of Transportation  
Post Office Box 25201  
Raleigh, North Carolina 27611-5201

Dear Secretary Harrelson:

I appreciate your response to my letter of June 18, 1992, regarding the City Council's desire to rename Murchison Road (NC 87-210) for Dr. Martin Luther King, Jr. I forwarded your response to the City Council.

At their July 20, 1992, meeting, the following motion was passed unanimously: "The City Council receives the administrative report on the proposed renaming of Murchison Road and that we authorize our City Manager to seek clarification from the Department of Transportation on the two issues found in Secretary Harrelson's letter to John Smith, dated June 29, 1992. Those issues are: (1) Under what conditions are roads and state highways renamed--and this is not inquiring about the naming of a portion of a highway in honor of any given celebrity; (2) What situations need to be resolved before the Board of Transportation will consider City Council's request favorably."

This letter is to seek the clarification as requested by City Council. Your assistance in this matter is greatly appreciated.

Very truly yours,

A handwritten signature in cursive script that reads 'John P. Smith'.

JOHN P. SMITH  
City Manager

JPS:ssm

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**INFORMATION**



AGENDA

July 24, 1992



The City of Fayetteville  
Attn: Mr. John P. Smith, City Manager  
433 Hay Street  
Fayetteville, NC 28301-5537

Dear Mr. Smith:

In response to the undated letter from your office concerning City subsidized trash pick-ups, I wish to submit the following response and suggestions.

I was approached by telephone by a representative of A.R.S., who gave me a brief explanation of the changes pending in the trash collection program. I welcomed his proposal which I am still holding at this time, however, I do not intend to sign it. Immediately following the change in service, I was called repeatedly by the Crosspointe merchants with their complaints regarding the trash service.

After having spent several hours sifting through the confusion, and after hand picking up trash behind the center, I was finally able to make a reasonable decision as to the future refuse service needs for the center.

In short, my Waste Industries Rep met with me on the property, made a quick review of the container needs, prepared a new contract providing twice weekly pick-ups with no confusion as to who is performing what services on what day, or who may be derelict in their duties. I have one supplier who remains accountable for the entire service, and who through reasonable audit was able to save me money with no confusion.

For the above reasons, I wish to decline the City trash service, and I will submit that the City Council should look elsewhere for agenda items in the future, leaving commercial trash service in the realm of those professionals who thoroughly understand the needs of the tax payers and customers.

Sincerely,

Kris Niebergall  
Property Manager  
Crosspointe Center

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

Dear Mayor and Council,

Thank you for the beautiful plant. Your sympathy was greatly appreciated. As I care for this plant I'll be forever reminded of my father and his care and nurture of me.

With deep thanks,

Sally Smith

**INFORMATION**

8/1

