

**FAYETTEVILLE CITY COUNCIL
AGENDA
REGULAR MEETING
DECEMBER 21, 1992
7:00 P.M.**

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**FAYETTEVILLE CITY COUNCIL
AGENDA
REGULAR MEETING
DECEMBER 21, 1992
7:00 P.M.**

INVOCATION - PLEDGE OF ALLEGIANCE

RECOGNITION:

ITEM 1. APPROVAL OF AGENDA

ITEM 2. CONSENT:

- A. Approve minutes of Information Meeting of November 23, 1992.**
- B. Set public hearing for January 19, 1993, to consider the initial zoning to R10 Residential District or to a more restrictive zoning classification for an area located on the west side of McArthur Road (SR 1600), north of Mosswood Lane. Containing 102.63 acres more or less and being all of Annexation No. 92-09-356, known as the "McLean and Thompson Property", and being the property of persons holding freehold interests in the property in this area as on file in the office of the City Clerk and as being annexed by the City of Fayetteville, North Carolina, on September 30, 1992. (P92-107)**
- C. Adopt Special Revenue Fund Project Ordinance #93-5.**
- D. Adopt resolution designating Financial Planning and Reports Manager as Deputy Finance Director.**
- E. Adopt ordinance amending Chapter 20, "Motor Vehicles and Traffic", Section 20-106, Schedule #6 - Stop Intersections.**
- F. Set public hearing for January 4, 1993, to consider No Parking on Langdon Street.**
- G. Set public hearing for January 19, 1993, to consider the closing of a portion of Upton Street.**

ITEM 3. Public Hearings:

- A. Consideration of establishment of the number of Certificates of Convenience and Necessity for Taxicabs operating within the City of Fayetteville.**

PRESENTED BY: Taxicab Review Board Chairman

**RECOMMENDED ACTION: Taxicab Review Board
Committee recommends
110 Certificates**

ITEM 4. PWC Matters:

- A. Consideration of award of contract for purchase of 7500 feet of 750 MCM cable to Scott-Parish, low evaluated bidder.**

PRESENTED BY: PWC Staff

**RECOMMENDED ACTION: Public Works Commission
recommends approval**

- B. Consideration of award contracts for Upgrade and Expansion of the Glenville Lake Water Treatment Plant to Crowder Construction Company, General Contractor, and Bryant Electric Company, Inc., Electrical Contractor, low bidders.**

PRESENTED BY: PWC Staff

**RECOMMENDED ACTION: Public Works Commission
recommends award to
low bidders**

ITEM 5. Consideration of design and consultant contracts on the following:

- A. Police Administration Building
B. Parks Capital Improvements
C. Golf Course Feasibility Study**

PRESENTED BY: Deputy City Manager

**RECOMMENDED ACTION: Authorize City Manager to execute
contracts**

- ITEM 6.** Consideration of commencement of annexation proceedings for two areas in order to eliminate a gap in the City Limit line.
- A.** Consideration of resolution directing Clerk to investigate a petition received under G.S. 160A-31 (Petition-Initiated Contiguous Area)(Property of Trinity Baptist Church - Located South of Sanctuary Building).
 - B.** Consideration of resolution stating the intent of the Fayetteville City Council to annex property owned by the City which is contiguous to the existing municipal boundaries (City Property [PWC] - Vacant land located south of Southland Drive, southeast of existing PWC Substation).

PRESENTED BY: Deputy City Manager

RECOMMENDED ACTION: Adoption of resolutions

- ITEM 7.** Consideration of offer to purchase property located at 701-703 Hay Street.

PRESENTED BY: Deputy City Manager

RECOMMENDED ACTION: Authorize advertisement

- ITEM 8.** Consideration of adoption of a resolution authorizing sale of City property located east side of Maxwell Street.

PRESENTED BY: Deputy City Manager

RECOMMENDED ACTION: Authorize sale subject to receipt of upset bid

- ITEM 9.** Consideration of request from N.C. DOT for speed limit revisions on Bragg Boulevard (CBD Loop to Glenville Avenue)

PRESENTED BY: City Traffic Engineer

RECOMMENDED ACTION: Refer to Streets and Roads Committee

- ITEM 10.** Consideration of request from N.C. DOT for speed limit revisions on Whitfield Road.

PRESENTED BY: City Traffic Engineer

RECOMMENDED ACTION: Refer to Streets and Roads Committee

- ITEM 11.** Consideration of approval of the following changes to Fire Prevention Code and implementation:
- A.** Adoption of ordinance amending Chapter 12, Fire Protection and Prevention, of the Fayetteville City Code.
 - B.** Adoption of Inspection Schedules (Volume V, Section 107)
 - C.** Adoption of Fee Schedule
- PRESENTED BY:** Deputy City Manager
- RECOMMENDED ACTION:** Adoption
- ITEM 12.** Consideration of Employer-Assisted Housing Program.
- PRESENTED BY:** Director of Community Services
- RECOMMENDED ACTION:** Authorize staff to proceed with developing program guidelines
- ITEM 13.** Consideration of adoption of City logo and seal.
- PRESENTED BY:** Deputy City Manager
- RECOMMENDED ACTION:** Adopt recommendations of Fayetteville Advocates
- ITEM 14.** Consideration of setting joint meeting with Public Works Commission.
- PRESENTED BY:** Deputy City Manager
- RECOMMENDED ACTION:** Set date and time of meeting
- ITEM 15.** Consideration of setting joint meeting with Cumberland County Legislative Delegation.
- PRESENTED BY:** Deputy City Manager
- RECOMMENDED ACTION:** Authorize Mayor to contact Legislative Delegation and set meeting date and time
- ITEM 16.** Consideration of request for City acceptance and maintenance of Varrene Street Cul-De-Sac.
- PRESENTED BY:** Deputy City Manager
- RECOMMENDED ACTION:** Refer to Streets and Roads

ITEM 17. Consideration of cancellation of December Information Meeting

PRESENTED BY: Deputy City Manager

ITEM 18. Appointments:

- A. Nominations to fill one vacancy on Joint Senior Citizens Advisory Commission.**
- B. Nominations to fill one vacancy on Fair Housing Hearing Board.**
- C. Nominations to fill five vacancies on Appearance Commission.**
- D. Nominations to fill two vacancies on Personnel Review Board.**
- E. Nominations to fill two vacancies on Redevelopment Commission.**
- F. Nominations to fill one vacancy on Human Relations Commission.**

ITEM 19. ADMINISTRATIVE REPORTS

- A. Report on non-conforming businesses in residential areas**

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 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 A PUBLIC AND NON-PUBLIC HEARING ITEM

Individuals who have not made a written request to speak on a non-public hearing item may submit written materials to the City Council on the subject matter by providing 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.

*Robertson Excused
JPS Absent*

FAYETTEVILLE CITY COUNCIL
AGENDA
REGULAR MEETING
DECEMBER 21, 1992
7:00 P.M.

INVOCATION - PLEDGE OF ALLEGIANCE

RECOGNITION:

A 8/0

ITEM 1. APPROVAL OF AGENDA

ITEM 2. CONSENT:

A. Approve minutes of Information Meeting of November 23, 1992.

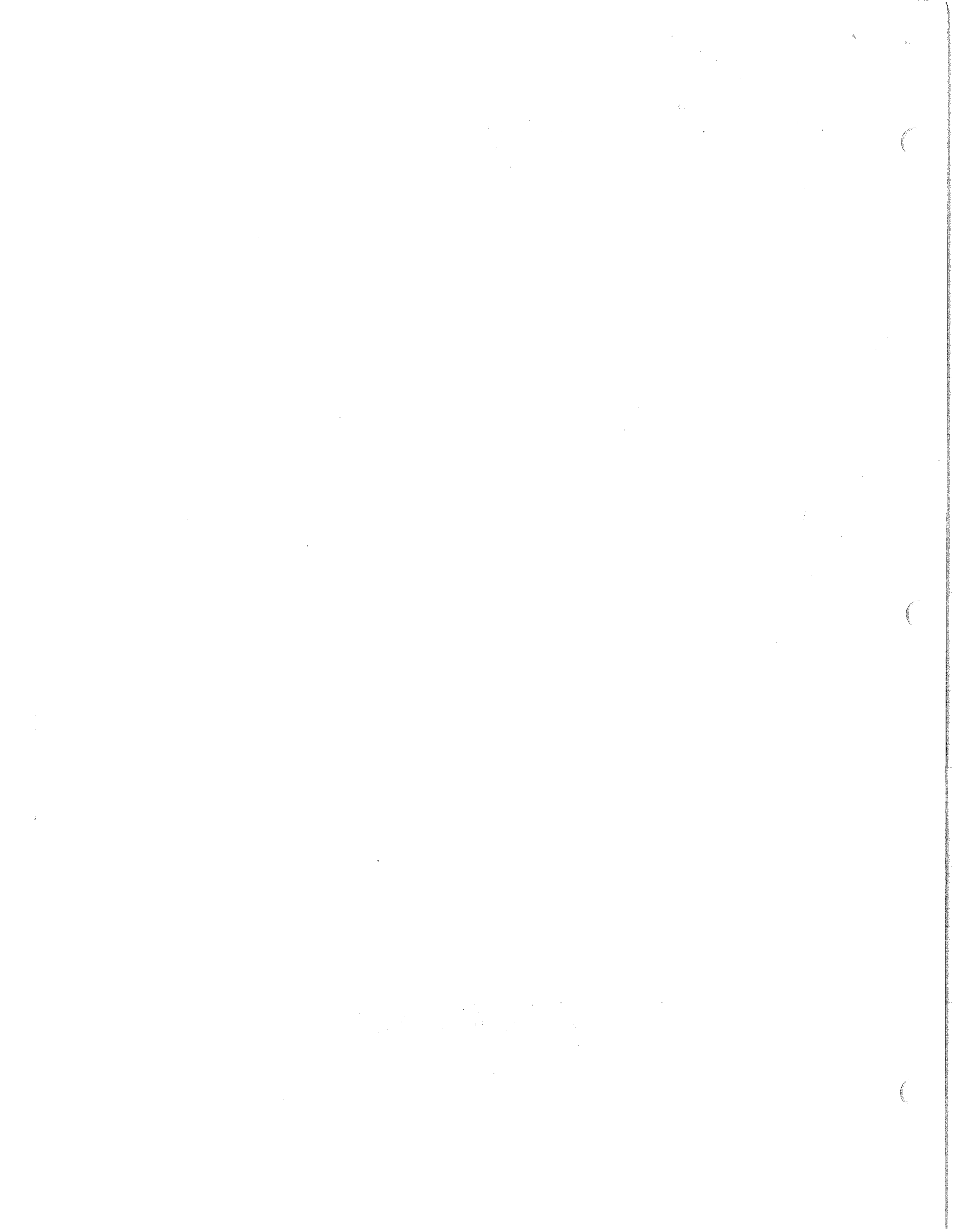
A 8/0

B. Set public hearing for January 19, 1993, to consider the initial zoning to R10 Residential District or to a more restrictive zoning classification for an area located on the west side of McArthur Road (SR 1600), north of Mosswood Lane. Containing 102.63 acres more or less and being all of Annexation No. 92-09-356, known as the "McLean and Thompson Property", and being the property of persons holding freehold interests in the property in this area as on file in the office of the City Clerk and as being annexed by the City of Fayetteville, North Carolina, on September 30, 1992. (P92-107)

C. Adopt Special Revenue Fund Project Ordinance #93-5.

D. Adopt resolution designating Financial Planning and Reports Manager as Deputy Finance Director.

E. Adopt ordinance amending Chapter 20, "Motor Vehicles and Traffic", Section 20-106, Schedule #6 - Stop Intersections.



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ITEM 3. Public Hearings:

A. Consideration of establishment of the number of Certificates of Convenience and Necessity for Taxicabs operating within the City of Fayetteville.

A 8/10

PRESENTED BY: Taxicab Review Board Chairman

RECOMMENDED ACTION: Taxicab Review Board
Committee recommends
110 Certificates

ITEM 4. PWC Matters:

A. Consideration of award of contract for purchase of 7500 feet of 750 MCM cable to Scott-Parish, low evaluated bidder.

A 8/10

PRESENTED BY: PWC Staff

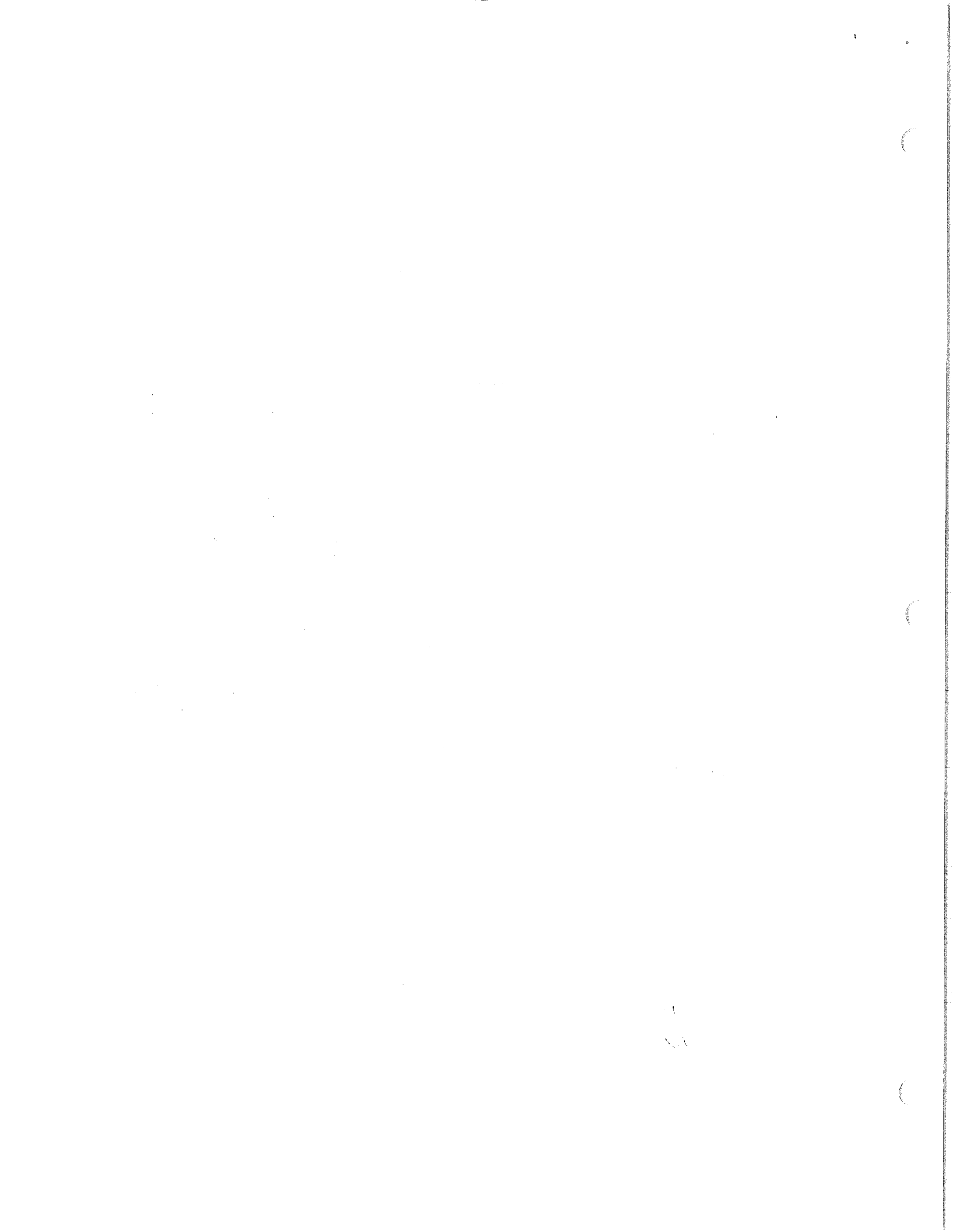
RECOMMENDED ACTION: Public Works Commission
recommends approval

B. Consideration of award contracts for Upgrade and Expansion of the Glenville Lake Water Treatment Plant to Crowder Construction Company, General Contractor, and Bryant Electric Company, Inc., Electrical Contractor, low bidders.

A 8/10

PRESENTED BY: PWC Staff

RECOMMENDED ACTION: Public Works Commission
recommends award to
low bidders



ITEM 5. Consideration of design and consultant contracts on the following:

A - w/mult. to 8.3

- A: *8/10* Police Administration Building *8/10*
 - B: *6/12* Parks Capital Improvements *6/12 - Ross, Kennel.*
 - C: *6/12* Golf Course Feasibility Study *6/12 - Ross, Kennel.*
Ross vs. golf course & Kendrick
- PRESENTED BY: Deputy City Manager

RECOMMENDED ACTION: Authorize City Manager to execute contracts

ITEM 6. Consideration of commencement of annexation proceedings for two areas in order to eliminate a gap in the City Limit line.

A 8/10
6/12
8/10

- A. Consideration of resolution directing Clerk to investigate a petition received under G.S. 160A-31 (Petition-Initiated Contiguous Area)(Property of Trinity Baptist Church - Located South of Sanctuary Building).
- B. Consideration of resolution stating the intent of the Fayetteville City Council to annex property owned by the City which is contiguous to the existing municipal boundaries (City Property [PWC] - Vacant land located south of Southland Drive, southeast of existing PWC Substation).

PRESENTED BY: Deputy City Manager

RECOMMENDED ACTION: Adoption of resolutions

ITEM 7. Consideration of offer to purchase property located at 701-703 Hay Street.

A 8/10

PRESENTED BY: Deputy City Manager

RECOMMENDED ACTION: Authorize advertisement

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ITEM 8. Consideration of adoption of a resolution authorizing sale of City property located east side of Maxwell Street.

A 8/10

PRESENTED BY: Deputy City Manager

as amended

RECOMMENDED ACTION: Authorize sale subject to receipt of upset bid

ITEM 9. Consideration of request from N.C. DOT for speed limit revisions on Bragg Boulevard (CBD Loop to Glenville Avenue)

A 8/2 (check Ross)

PRESENTED BY: City Traffic Engineer

RECOMMENDED ACTION: Refer to Streets and Roads Committee

ITEM 10. Consideration of request from N.C. DOT for speed limit revisions on Whitfield Road.

A 7/11 (Ross)

PRESENTED BY: City Traffic Engineer

RECOMMENDED ACTION: Refer to Streets and Roads Committee

ITEM 11. Consideration of approval of the following changes to Fire Prevention Code and implementation:

A 8/10

- A. Adoption of ordinance amending Chapter 12, Fire Protection and Prevention, of the Fayetteville City Code.
- B. Adoption of Inspection Schedules (Volume V, Section 107)
- C. Adoption of Fee Schedule

PRESENTED BY: Deputy City Manager

RECOMMENDED ACTION: Adoption

ITEM 12. Employer Assisted Housing Program

A 8/0

ITEM 13. City Logo & Seal

A 8/0

ITEM 14. Joint Meeting w/PWC

A 8/0 for Jan. 5th

ITEM 15. Joint Meeting w/delegation

Mayor to set

ITEM 16. Consideration of request for City acceptance and maintenance of Varrene Street Cul-De-Sac.

MS

PRESENTED BY: Deputy City Manager

RECOMMENDED ACTION: Refer to Streets and Roads

ITEM 17. Consideration of cancellation of December Information Meeting

A 8/10

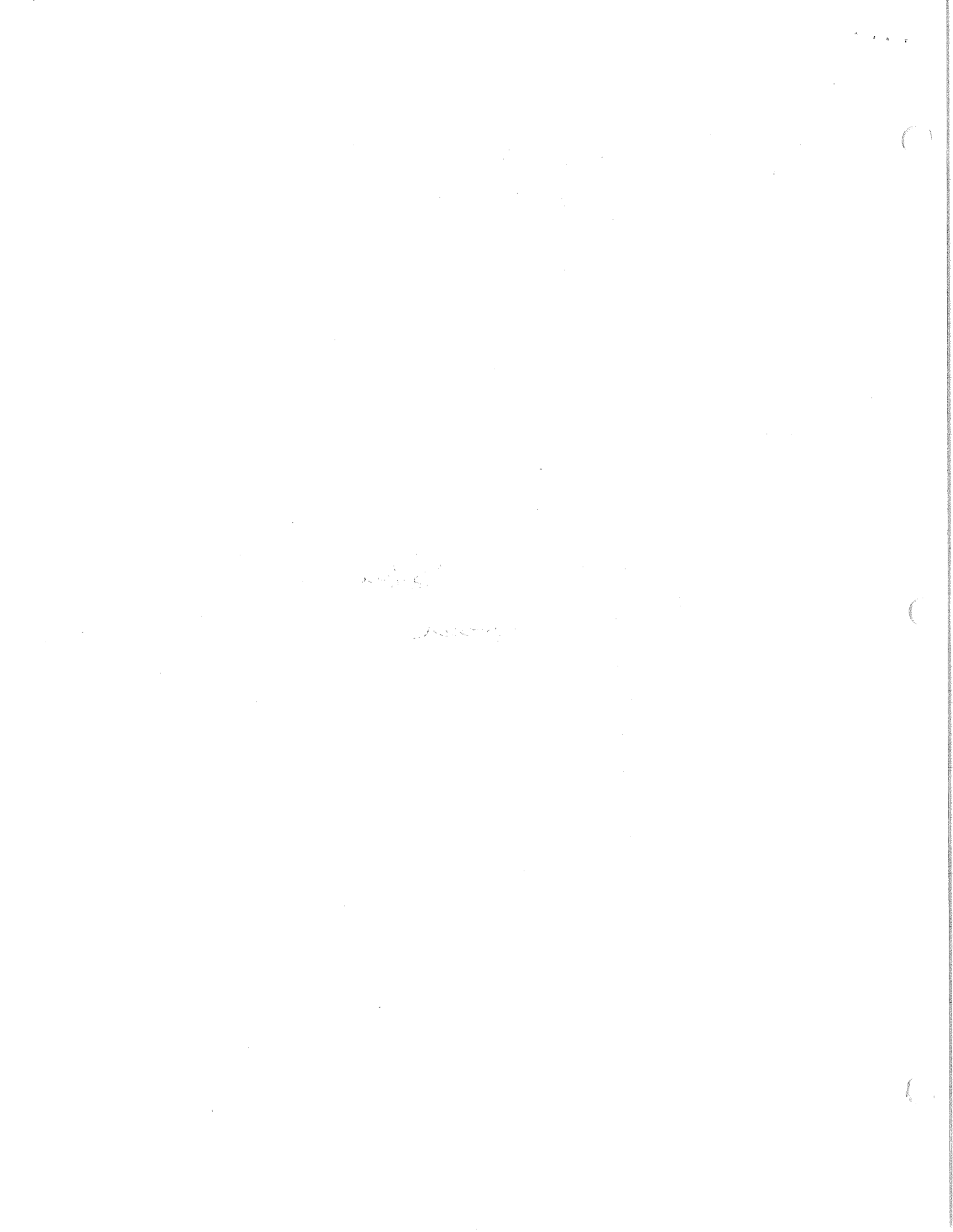
PRESENTED BY: Deputy City Manager

ITEM 18. Appointments:

- A. Nominations to fill one vacancy on Joint Senior Citizens Advisory Commission. *Dillon*
- B. Nominations to fill one vacancy on Fair Housing Hearing Board. *Green*
- C. Nominations to fill five vacancies on Appearance Commission.
- D. Nominations to fill two vacancies on Personnel Review Board.
- E. Nominations to fill two vacancies on Redevelopment Commission.
- F. Nominations to fill one vacancy on Human Relations Commission.

ITEM 19. ADMINISTRATIVE REPORTS

- A. Report on non-conforming businesses in residential areas



FAYETTEVILLE CITY COUNCIL
INFORMATION MEETING MINUTES
CITY HALL COUNCIL CHAMBERS
NOVEMBER 23, 1992
7:00 P.M.

DRAFT

Present: Mayor J. L. Dawkins

Councilmembers J. Breeden Blackwell (at-large); Milo McBryde (at-large); Nat Robertson, Jr. (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)

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
Tom Ray, Airport Manager
David Nash, Annexation Studies Coordinator
John House, David M. Griffith & Assoc.
Al Hathaway, Fayetteville Advocates
Dr. Kurt Jenne, Institute of Government
Members of the Press

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

INVOCATION - PLEDGE OF ALLEGIANCE

The invocation was offered by Assistant City Manager Ben Brown followed by the Mayor leading in the Pledge of Allegiance to the American Flag.

RECOGNITION

Mayor Dawkins requested the City Manager to offer our services to those counties that are in need following the tornado destruction. Mr. Smith stated that we will be working on that through the League of Municipalities.

1. Approval of Agenda.

City Manager John Smith requested to add Dr. Kurt Jenne to item 6 as a speaker following his presentation. Councilmember Bolton moved to approve the agenda with the addition, seconded by Councilmember Kendrick and carried unanimously.

2. Presentation of User Fee Study.

City Manager John Smith introduced Mr. John House, with David M. Griffith & Associates, who made a presentation of the Executive Summary of the User Fee Study to Council. Following discussion, questions and answers by Council and Mr. House, Council took no action.

3. Presentation of proposed logo.

Mayor Dawkins introduced the members of the Fayetteville Advocates present in the audience and Mr. Greg Hathaway made the presentation of the logo that Council had previously approved. There have been some minor changes to accommodate printing. This logo will not only be used by the City on all department's letterhead and calling cards but will be used by all agencies in Fayetteville such as Olde Fayetteville

Association, Chamber of Commerce and others. Mr. Hathaway stated that the advocates had been asked to redefine the City Seal. They made changes to allow for a small seal to be used.

4. Consideration of design and consultant contracts of the following:

A. Police Administration Building

This item was presented by City Manager John Smith stating that a Request for Proposals was published and sent to all local architects for the designing of the Police Administrative Building and four recreation centers. A group of City staff interviewed the bidders and are recommending that Council authorize the City Manager to negotiate with the architects MacMillan and Ellinwood for the Police Administration Building and Shuller & Associates for the recreation centers, and to execute a contract if negotiations are acceptable. There was discussion and Councilmember Blackwell stated that Ellinwood had bought out Mr. MacMillan and Mr. MacMillan would no longer be with the firm at the time of the construction. This will cause all engineers and workers to be from out of the Raleigh area rather than from our area. Another concern Mr. Blackwell spoke of was whether the interview team had checked past their presentation and into the references. Mr. Blackwell moved to table this matter until more information could be provided to him and other Councilmembers on the MacMillan and Ellinwood firm for the Police Administration Building. The motion was seconded by Councilmember McBryde and carried unanimously.

B. Parks Capital Improvements

Councilmember Kendrick moved to table the Parks Capital Improvement Consideration, seconded by Councilmember Cheek and carried unanimously.

C. ADA CBD Parking Study

D. Golf Course Feasibility Study

Councilmember McBryde moved to table the consideration of the ADA CBD Parking Study and the Golf Course Feasibility Study. The motion was seconded by Councilmember Kendrick. Councilmember Ross expressed concerns about where the money would come from for these studies. Councilmember Robertson stated he would vote to table these items, however he still objects to taxpayers money being spent on a golf course. Councilmember Massey was concerned that all of the firms contacted concerning the golf course for the studies were out of state and wondered if there were no North Carolina consultants to be contacted. Mr. Smith responded that he felt that the Parks and Recreation would have contacted any North Carolina consultants if there were any. Mr. Smith clarified that the feasibility study is to determine if the City can, through a \$0 investment by providing some land, leverage about \$3.5 to \$4 million in development that could eventually be turned over to the City. The feasibility study would cost approximately \$5,000. Councilmember Cheek asked if the feasibility study would take into consideration the demand study. Mr. Smith responded that that was one of the main objectives of the feasibility study. Mrs. Cheek requested that the study also show if the City can alternatively offer scholarships for the under-privileged children so that no one would be denied the use of the golf course. Mayor Dawkins then called for the vote and it was unanimous to table these items.

5. Consideration of Fayetteville Regional Airport proposal for location of F-16 Fighter Wing.

This item was presented by Airport Manager Tom Ray. Offering a brief report on what the Airport briefed in their environmental assessment and what their options were that they considered. Mr. Ray also reported on the impact a withdrawal

from the Air Force base would have on Fayetteville and Spring Lake as far as personnel and housing and reported on the advantages and disadvantages of using the Fayetteville Regional Airport.

John Smith made a recommendation to make a formal written request to the Air Force to expand the Environmental Impact Study to consider the Fayetteville Regional Airport option. Councilmember Kendrick moved to follow the recommendation, seconded by Councilmember Ross. Following some discussion, the vote was unanimous.

At this time Mayor Dawkins recognized the Planning Board members Karl Legatski, John Canady and Peggy Vick present in the audience tonight.

6. Discussion of long-range planning issues.

City Manager John Smith made a presentation to Council an outline of his perceptions of the overriding long-term issues facing the City. He presented the challenges and issues of transportation, downtown area, parks and recreation, land use, public safety, appearance of the City, annexation and fiscal area. Mayor Dawkins requested that Mr. Smith elaborate on the annexation findings on incorporated residents. Mr. Smith responded that Cumberland County is unique in the state in that there is not another county in North Carolina that has anywhere near the number of urban population living in an unincorporated area.

Dr. Kurt Jenne, with the Institute of Government, stated he would be acting as a facilitator for the Planning Retreat. Council set the location for the retreat at the Airport US Air Conference Room on Concourse B for December 4, 1992, at 6:00 p.m. It will be continued through Saturday.

There being no further business the meeting was adjourned at 9:40 p.m. upon motion and second.

Respectfully submitted,

Bobbie A. Joyner
City Clerk

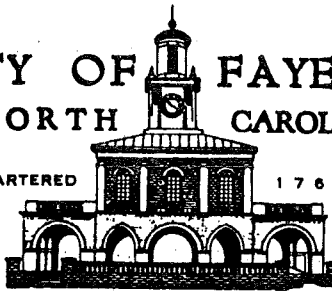
J. L. Dawkins
Mayor

BAJ/bex

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THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



CITY MANAGER

FAYETTEVILLE, NC 28301-5537

433 HAY STREET

DECEMBER 16, 1992

MEMORANDUM

TO: The Mayor and Members of City Council
FROM: John P. Smith, City Manager *AS*
SUBJECT: Public Hearing on McLean and Thompson Property

At your last meeting this hearing was set for January 18, 1993, which is a City holiday. The meeting will be on Tuesday, January 19, 1993.

JPS:ssm

An Equal Opportunity
City of



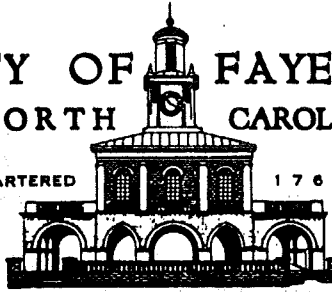
Affirmative Action Employer
Dogwoods

ITEM 2.B.

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THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



CITY MANAGER

FAYETTEVILLE, NC 28301-5537

433 HAY STREET

December 15, 1992

MEMORANDUM

TO: The Mayor and Members of City Council

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

SUBJECT: Special Revenue Fund Project Ordinance 93-5

The attached project ordinance appropriates \$48,000 in Federal Transit Administration (FTA) capital grant funds and \$6,000 each in State and local funds for the purchase of transmissions and engines for the FAST system. The local match will be funded through an existing over match of \$1,200 in another Transit project ordinance and the remaining \$4,800 from the current FY93 General Fund transfer to Transit.

This project is a component of the Transit Assistance Grant approved by FTA on June 19, 1992. The projects identified in the Transit Assistance Grant were reviewed and approved for inclusion in the Transportation Improvement Program by the Transportation Advisory Council at their June 3, 1992 meeting.

I recommend Council adopt Special Revenue Fund Project Ordinance 93-5.

An Equal Opportunity
City of



Affirmative Action Employer
Dogwoods

ITEM 2.C.

SPECIAL REVENUE FUND PROJECT ORDINANCE
ORD 93-5

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

Section 1. The project authorized is for the purchase of transmissions and engines for the FAST system awarded by the Federal Transportation Administration.

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

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

Federal Transportation Administration	\$48,000
N.C. Dept. of Transportation	6,000
Local Match General Fund	<u>6,000</u>
	<u>\$60,000</u>

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

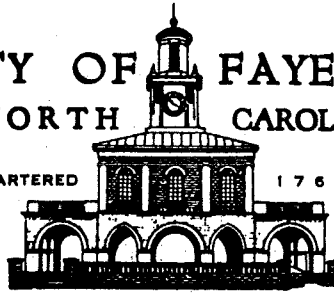
Project Expenditures	<u>\$60,000</u>
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Section 5. Copies of this special revenue project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Adopted this 21st day of December, 1992.

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



CITY MANAGER

FAYETTEVILLE, NC 28301-5537

433 HAY STREET

December 16, 1992

MEMORANDUM

TO: John P. Smith, City Manager

FROM: John B. (Ben) Brown, Jr., Assistant City Manager, Administration & Finance *J.B.*

SUBJECT: Designation of Deputy Finance Officer

North Carolina Statutes provide for designation of a deputy finance officer who has been "properly designated" by the governing body. Council did this years ago in the case of the Public Works Commission Finance Director. From time to time, the City's Finance Director is unavailable (out of town on City business, vacation, etc.) to execute various statutory items such as pre-audit statements on contracts. No one else can legally sign these types of documents other than a "properly designated" deputy finance officer.

The City Attorney and our independent audit firm have reviewed this situation and agree that the designation of our Financial Planning & Reports Manager as deputy finance officer would promote efficiency and address signatory requirements during the Finance officer's absence.

Recommend Council adopt the attached resolution.

JBB/kbl

Attachment

cc: Robert C. Cogswell, Jr., City Attorney
Roger L. Stancil, Deputy City Manager
Jimmy Teal, Assistant City Manager, Planning & Development
Lisa Smith, Financial Planning & Reports Manager
Eddie Burke, Cherry, Bekaert & Holland

An Equal Opportunity
City of



Affirmative Action Employer
Dogwoods

ITEM 2.D.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE
DESIGNATING THE FINANCIAL PLANNING AND REPORTS MANAGER AS
DEPUTY FINANCE DIRECTOR

WHEREAS, the Local Government Budget and Fiscal Control Act specifies that only the finance officer or a properly designated deputy finance officer are authorized to perform various fiscal control responsibilities pursuant to Article 3, Chapter 159, North Carolina General Statutes such as signing checks or drafts on an official depository, executing the pre-audit and disbursement certificates, and purchasing, selling, and exchanging securities;

WHEREAS, it would promote efficiency with the City's Finance Department to designate the Financial Planning and Reports Manager as deputy finance officer for the purposes enumerated in Article 3, Chapter 159 of the North Carolina General Statutes.

BE IT THEREFORE RESOLVED that the Financial Planning and Reports Manager is designated deputy finance officer, pursuant to Article 3, Chapter 159, North Carolina General Statutes to perform only those acts or responsibilities authorized for a deputy finance officer under Article 3, Chapter 159.

Adopted this the _____ day of _____, 1992.

CITY OF FAYETTEVILLE

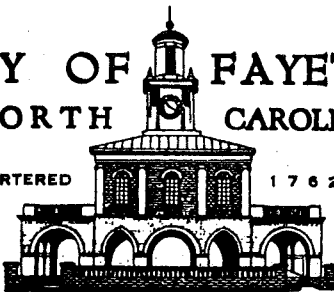
BY: _____
J.L. Dawkins, Mayor

ATTEST:

Bobbie A. Joyner, City Clerk

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



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

December 15, 1992

MEMORANDUM

TO: John P. Smith, City Manager

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

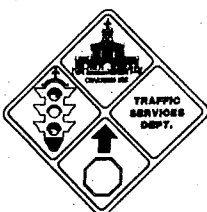
REFERENCE: Revision to Traffic Schedule # 6 - Stop Intersections

Adoption of the attached ordinance will establish traffic control in newly annexed areas and subdivisions in accordance with the Manual on Uniform Traffic Control Devices.

LAC/psc

Attachment
Ordinance

An Equal Opportunity



Affirmative Action Employer

ITEM 2.E.

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

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

Sec. 20-106. Traffic Schedule Number 6 - Stop Intersections.

There is hereby added to said schedule the following:

<u>STREET</u>	<u>SHALL STOP AT</u>
Bailey Street	Camden Road
Bailey Street	Lone Pine Drive
Carriage Road	L. A. Dunham Road
Coldwater Drive	Pasture Lane
Harlow Drive	Levenhall Drive
Menola Court	Sourwood Drive
Pasture Lane	L. A. Dunham Road
Pasture Lane	Windmill Road
Sourwood Drive	Lakecrest Drive
Vienna Drive	Sourwood Drive
Westlake Road	Morganton Road

This ordinance shall be in full force and effective January 1, 1993

ADOPTED this the 21st day of December, 1992.

CITY OF FAYETTEVILLE

BY: _____
J.L. Dawkins, Mayor

ATTEST:

Bobbie A. Joyner, City Clerk

THE CITY OF FAYETTEVILLE
NORTH CAROLINA



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

December 15, 1992

MEMORANDUM

TO: John P. Smith, City Manager

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

REFERENCE: Langdon Street Traffic Operations

We have received a petition signed by 18 of the 56 residents on Langdon Street requesting no parking and a 25 miles per hour speed limit on their street.

We would suggest that City Council hold a public hearing at their January 4, 1993 meeting to receive public input on this request for no parking.

Langdon Street is a minor thoroughfare and should not be considered for a 25 miles per hour speed limit according to City Council Policies 160.3 and 160.4. By copy of this memo, we are requesting the Fayetteville Police Department, Special Enforcement Division, to place Langdon Street on their High Visibility Enforcement Program for enforcement of the existing 35 mph speed limit.

LAC/psc

Enclosures

Petition

Area Map

Letter from Councilmember Torrey

cc: Captain Cook, Fayetteville Police Department
William H. Melvin, Signs and Markings Supervisor

An Equal Opportunity



Affirmative Action Employer

ITEM 2.F.

DATE October 21, 1992

We, the undersigned occupants of Langdon Street

from Ramsey Street to Murchison Road

do hereby petition the City Council to prohibit parking on the above mentioned street:

<u>PRINTED NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE #</u>	<u>SIGNATURE</u>
<u>William J. Carver Sr.</u>	<u>304 Langdon St</u>	<u>483-4288</u>	
<u>Mattie L. Carver</u>	<u>304 Langdon St.</u>	<u>483-4288</u>	
<u>Ernest Calvert</u>	<u>305 Langdon St</u>	<u>483-8356</u>	
<u>George W. Harris</u>	<u>1604 Howell St</u>	<u>483-6857</u>	
<u>Frances Harris</u>	<u>1604 Howell St</u>	<u>483-6857</u>	
<u>Wanda Calvert</u>	<u>1602 Howell St.</u>	<u>483-6535</u>	
<u>Adeline Harris</u>	<u>1518 Howell St</u>	<u>486-8707</u>	
<u>Duncy Mackay</u>	<u>1600 Howell St</u>	<u>433-0886</u>	
<u>Raymond</u>	<u>1516 Howell St</u>	<u>483-2744</u>	
<u>Bernard Andersen</u>	<u>1514 Howell St</u>		
<u>Shilcutt</u>	<u>1512 Howell St</u>		
<u>Dennis Manning</u>	<u>1505 Howell St</u>	<u>483-8081</u>	
<u>Kendrick Newman</u>	<u>400 Langdon St.</u>	<u>483-5393</u>	<u>Kendrick Newman</u>
<u>Catherine McKay</u>	<u>519 T. J. Amos St</u>	<u>483-5020</u>	
<u>John Wildhead</u>	<u>517 T. J. Amos</u>	<u>486-4391</u>	
<u>Dorothy Wildhead</u>	<u>517 T. J. Amos</u>	<u>486-4391</u>	
<u>Helen C. White</u>	<u>511 T. J. Amos St</u>	<u>484-6922</u>	
<u>Wilhelmina Mcnair</u>	<u>509 T. J. Amos St.</u>	<u>485-2267</u>	
<u>Audrey D. Mack</u>	<u>404 Barbours</u>	<u>323-4131</u>	
<u>Constance Robinson</u>	<u>420 Barbours Ct</u>	<u>323-4381</u>	
<u>Wil Ashton</u>	<u>424 Barbours Ct.</u>	<u>488-7973</u>	

<u>PRINTED NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE #</u>	<u>SIGNATURE</u>
<u>William J. Carver Jr</u>	<u>304 Langdon St</u>	<u>483-4288</u>	<u>_____</u>
<u>Mattie L. Carver</u>	<u>304 Langdon St</u>	<u>483-4288</u>	<u>_____</u>
<u>C.V.D. Nes</u>	<u>525 WAMS</u>	<u>483-6537</u>	<u>_____</u>
<u>Callie B McCoy</u>	<u>Pantown</u>	<u>323-68</u>	<u>_____</u>
<u>Thurman Little</u>	<u>214 Langdon St</u>	<u>483-8190</u>	<u>Thurman Little</u>
<u>Missie Lou (Hompson)</u>	<u>210 Langdon St</u>	<u>483-9646</u>	<u>Missie Lou Thompson</u>
<u>Willis C. Jones</u>	<u>210 Langdon St</u>	<u>483-9646</u>	<u>Willis C Jones</u>
<u>Hubert McDonald</u>	<u>209 Langdon St</u>	<u>484-3881</u>	<u>Hubert McDonald</u>
<u>ROE, THOMAS D</u>	<u>206 LANGDON ST</u>	<u>323-0599</u>	<u>_____</u>
<u>Ag L Bowling</u>	<u>118 Langdon St</u>	<u>483-5508</u>	<u>_____</u>
<u>Rosie E Hamie</u>	<u>118 Langdon St</u>	<u>323-5687</u>	<u>_____</u>
<u>McDonald, Vander</u>	<u>114 Langdon St.</u>	<u>483-3394</u>	<u>_____</u>
<u>WILLIE J GUYTON</u>	<u>111 LANGDON ST</u>	<u>323-9809</u>	<u>Willie J Guyton</u>
<u>WILLIAM TURNER</u>	<u>117 LANGDON ST</u>	<u>485-2712</u>	<u>William Turner</u>
<u>EDITHA TURNER</u>	<u>117 LANGDON ST</u>	<u>485-2712</u>	<u>Editha Turner</u>
<u>ELMER Cordell</u>	<u>121 Langdon St</u>	<u>483-0235</u>	<u>_____</u>
<u>Betha Newman</u>	<u>594 2nd</u>	<u>483-2232</u>	<u>_____</u>
<u>Cora M. Bethea</u>	<u>300 Langdon</u>	<u>323-8679</u>	<u>Cora M Bethea</u>
<u>Linda J. David</u>	<u>300 Langdon</u>	<u>" " "</u>	<u>Linda David</u>
<u>Gwen L. Holley</u>	<u>300 Langdon</u>	<u>" " "</u>	<u>Gwen Holley</u>
<u>DONALD CARROLL</u>	<u>413 LANGDON ST.</u>	<u>483-2738</u>	<u>NANCY CARROLL</u>
<u>Claudia Simpson</u>	<u>444 Barbours Ct</u>	<u>483-9015</u>	<u>_____</u>
<u>Dr. W. T. Halland</u>	<u>420 Langdon St</u>	<u>483-5048</u>	<u>_____</u>
<u>Mrs Dorothy Harrison</u>	<u>422 Langdon St</u>	<u>483-5722</u>	<u>_____</u>

REVISION	DATE	BY



CLARK'S PARK

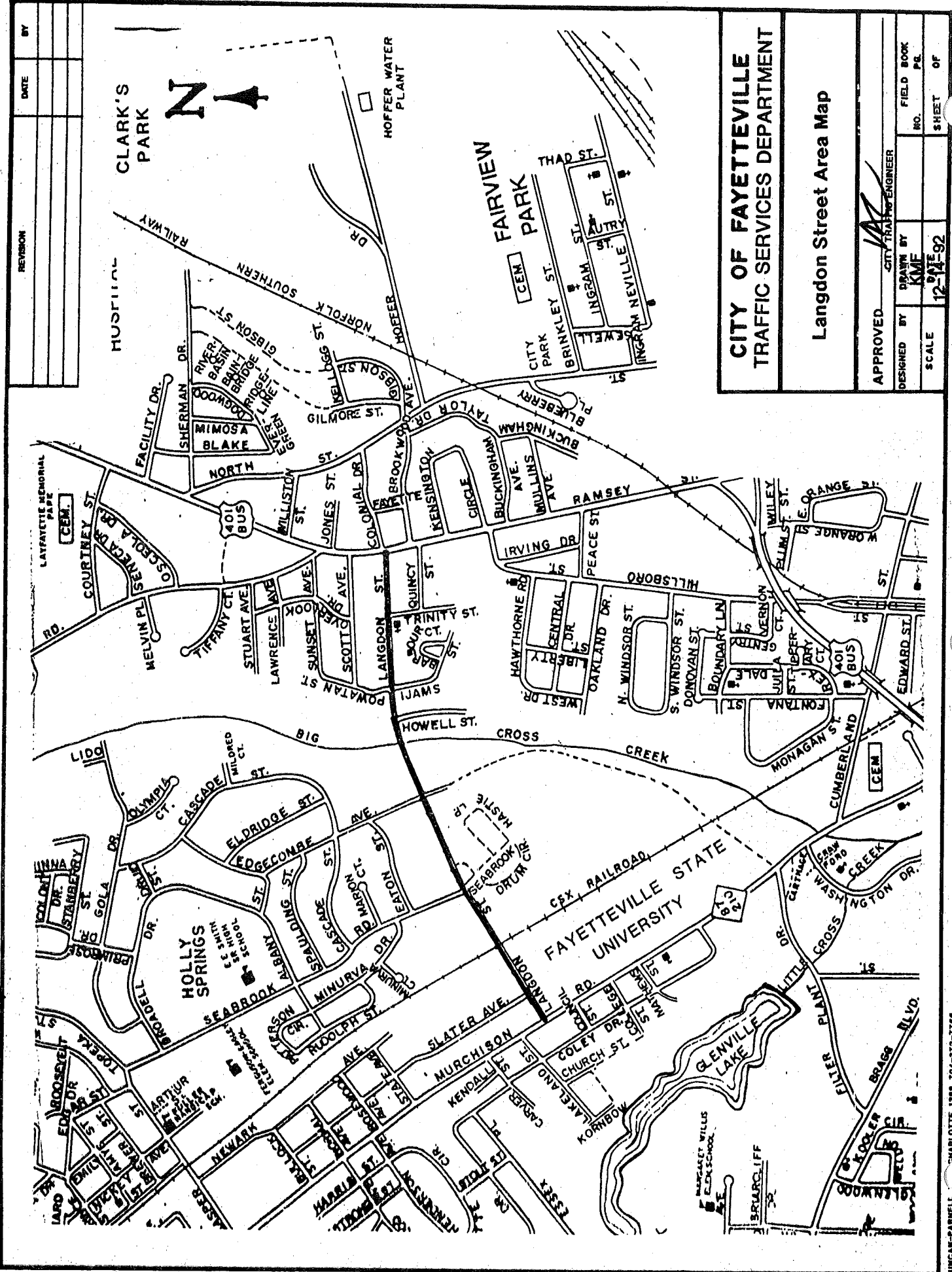
HOFFER WATER PLANT

FAIRVIEW PARK

CITY OF FAYETTEVILLE
TRAFFIC SERVICES DEPARTMENT

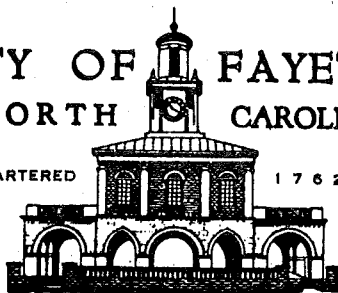
Langdon Street Area Map

APPROVED *[Signature]* CITY TRAFFIC ENGINEER
DESIGNED BY *[Signature]* DRAWN BY *[Signature]* FIELD BOOK NO. *[Blank]* P.C.
SCALE 1" = 12'-14"-92" SHEET OF



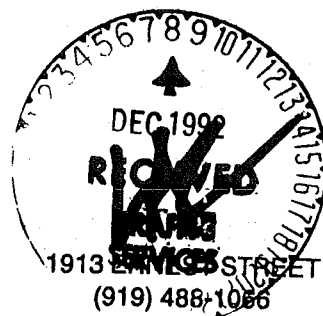
THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



THELBERT TORREY
Councilman

FAYETTEVILLE, NC 28301



December 7, 1992

Mr. Louis Chalmers
Traffic Engineer
433 Hay Street
Fayetteville, N.C. 28301

Dear Mr Chalmers,
Enclosed please find petitions from
the Citizens of Longdon Street from
Ramsay Street to Murchison Road.
This petition is asking to prohibit
parking on the above mentioned street
and for 35 miles per hour speed
limit on Longdon Street.
The Citizens wants the 35 miles per
hour speed limit enforced.

yours truly
Theibert Torrey

An Equal Opportunity
City of

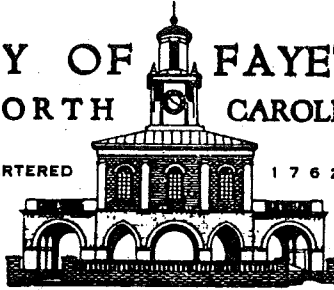


Affirmative Action Employer
Dogwoods

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THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



COMMUNITY SERVICES DEPARTMENT
433 HAY STREET

REAL ESTATE DIVISION
(919) 433-1659

December 16, 1992

FAYETTEVILLE, NC 28301-5537

MEMORANDUM

TO: Mr. John P. Smith, City Manager

THROUGH: Roger L. Stancil, Deputy City Manager (RS)

FROM: Agnes P. Bundy, Real Estate Specialist (APB)
Real Estate Division

SUBJECT: Resolution to Accept a Portion of Upton Street and
Resolution to Set a Public Hearing for January 19,
1993 to Consider Closing a Portion of Upton Street

The Trustees of Friendship Baptist Church have petitioned the City of Fayetteville to close the portion of Upton Street between Alfred Street and the ditch, as shown on Plat Book 7, Page 111, Cumberland County Registry. A map of this section is attached.

Upton Street was dedicated by plat recorded in 1923; however, the portion between Alfred Street and the ditch, as shown on Plat Book 7, Page 111, Cumberland County Registry, has not been accepted and is not being maintained by the City. In order to officially close a street that has never been accepted by the City of Fayetteville, Council must first adopt a resolution accepting the street and then set a public hearing to close the street.

We recommend adoption of both of the attached resolutions.

APB/mak

Attachments: Resolution of Acceptance
Resolution of Closing
Petition
Map

COMMUNITY DEVELOPMENT-HUMAN RELATIONS-REDEVELOPMENT-REAL ESTATE

An Equal Opportunity
City of



Affirmative Action Employer
Dogwoods

ITEM 2.G.



**RESOLUTION BY THE
FAYETTEVILLE CITY COUNCIL
AUTHORIZING ACCEPTANCE
OF A PORTION OF
UPTON STREET**

WHEREAS, a plat of the Bevil and Vanstory property dated October 5, 1923 and recorded in Plat Book 7, Page 111, Cumberland County Registry shows a street denominated as Upton Street;

AND WHEREAS, the section of Upton Street which runs between Alfred Street to a point which is located 15 feet west of the centerline of ditch, as shown on aforesaid plat, has never been accepted by the City of Fayetteville.

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

The portion of Upton Street which runs between Alfred Street to a point which is located 15 feet west of the centerline of ditch, as shown on Plat Book 7, Page 111, Cumberland County Registry, be accepted by the City of Fayetteville.

ADOPTED this 21st day of December, 1992, by the City Council of the City of Fayetteville, North Carolina.

CITY OF FAYETTEVILLE

BY: _____
J. L. Dawkins, Mayor

ATTEST:

Bobbie A. Joyner, City Clerk

**NORTH CAROLINA
CUMBERLAND COUNTY
CITY OF FAYETTEVILLE**

**PRELIMINARY RESOLUTION AND NOTICE
OF INTENT TO CLOSE A PORTION OF
UPTON STREET**

The City Council of the City of Fayetteville, North Carolina hereby gives notice that pursuant to N.C.G.S. 160A-299, at its regular meeting at 7:00 p.m. on the 19th day of January, 1993, it will consider the matter of the closing a portion of Upton Street, more particularly described as follows:

That portion of Upton Street from Alfred Street to a point which is located 15 feet west of the centerline of ditch, as shown on Plat Book 7, Page 111, Cumberland County Registry.

The City of Fayetteville reserves an all purpose, underground and overhead utility easement in and over the entire area of Upton Street as described above.

The above described street portion is located within the corporate limits of the City of Fayetteville, North Carolina. The purpose of this Preliminary Resolution and Notice of Intent is to comply with N.C.G.S. 160A-299, and the City Council hereby directs that this Preliminary Resolution and Notice of Intent to Close shall be published once a week for four successive weeks prior to the hearing, a copy of which shall be sent by certified mail to all owners of property adjoining the street portion as shown on the County tax records, and a Notice of the Closing and Public Hearing shall be promptly posted in at least two (2) places along the

street. At the conclusion of such hearing, the City Council either will or will not order the closing of said street portion as a public street. All persons interested in the closing or non-closing of said street portion are notified and invited to appear and be heard at such meeting of the City Council at said time in the City Hall, Fayetteville, North Carolina. Individuals desiring to speak at this public hearing shall sign up with the City Clerk, by name and home address (in writing or in person) before 5:00 p.m. on the scheduled public hearing date, at City Hall/2nd floor, or between 6:30 and 7:00 p.m. on the public hearing date at City Hall Council Chambers.

ADOPTED, this 21st day of December, 1992, by the City Council of the City of Fayetteville, North Carolina.

CITY OF FAYETTEVILLE

BY: _____
J. L. Dawkins, Mayor

ATTEST:

Bobbie A. Joyner, City Clerk

PUBLISH: December 24 & 31, 1992 and January 7 & 14, 1993

**NORTH CAROLINA
CUMBERLAND COUNTY**

PETITION

TO: The Mayor and Members of the City Council of
Fayetteville, North Carolina

hereby files its petition as follows:



I

That under date of October 5, 1928 a plat was recorded in the office of the Register of Deeds for Cumberland County, entitled "Plat of a part of the Subdivision of the Bevil and Vanstory Properties", said plat being recorded in Plat Book 7, Page 111, Cumberland County Registry.

II

That there were dedicated certain streets in said subdivision by the recordation of the plat, one of which is denominated Upton Street, a portion of which is more particularly described as follows:

Upton Street from Alfred Street to a point which is located 15 feet west of the centerline of ditch, as shown on Plat Book 7, Page 111, Cumberland County Registry.

III

That the Petitioners are owners of a portion of the property adjoining said street and are desirous of closing the street, pursuant to North Carolina General Statute 160A-299.

IV

That said street designated as a portion of Upton Street, although dedicated by the heretofore mentioned plat, is not now used as a street; that your Petitioners believe it would be to the best interests of all parties that said street portion be

closed and that your Petitioners believe the closing of said street portion would not deprive anyone of reasonable means of egress and ingress to their property and that the closing of said street will not do any harm to any persons known to your Petitioners.

v

That said designated portion of Upton Street is in no way a part of the North Carolina Department of Transportation System and/or City of Fayetteville Street System.

YOUR PETITIONERS, THEREFORE, PRAY THE COUNCIL AS FOLLOWS:

(1) That the street designated as Upton Street from Alfred Street to a point which is located 15 feet west of the centerline of ditch, as shown on Plat Book 7, Page 111, Cumberland County Registry, be closed pursuant to the authority of North Carolina General Statute 160A-299.

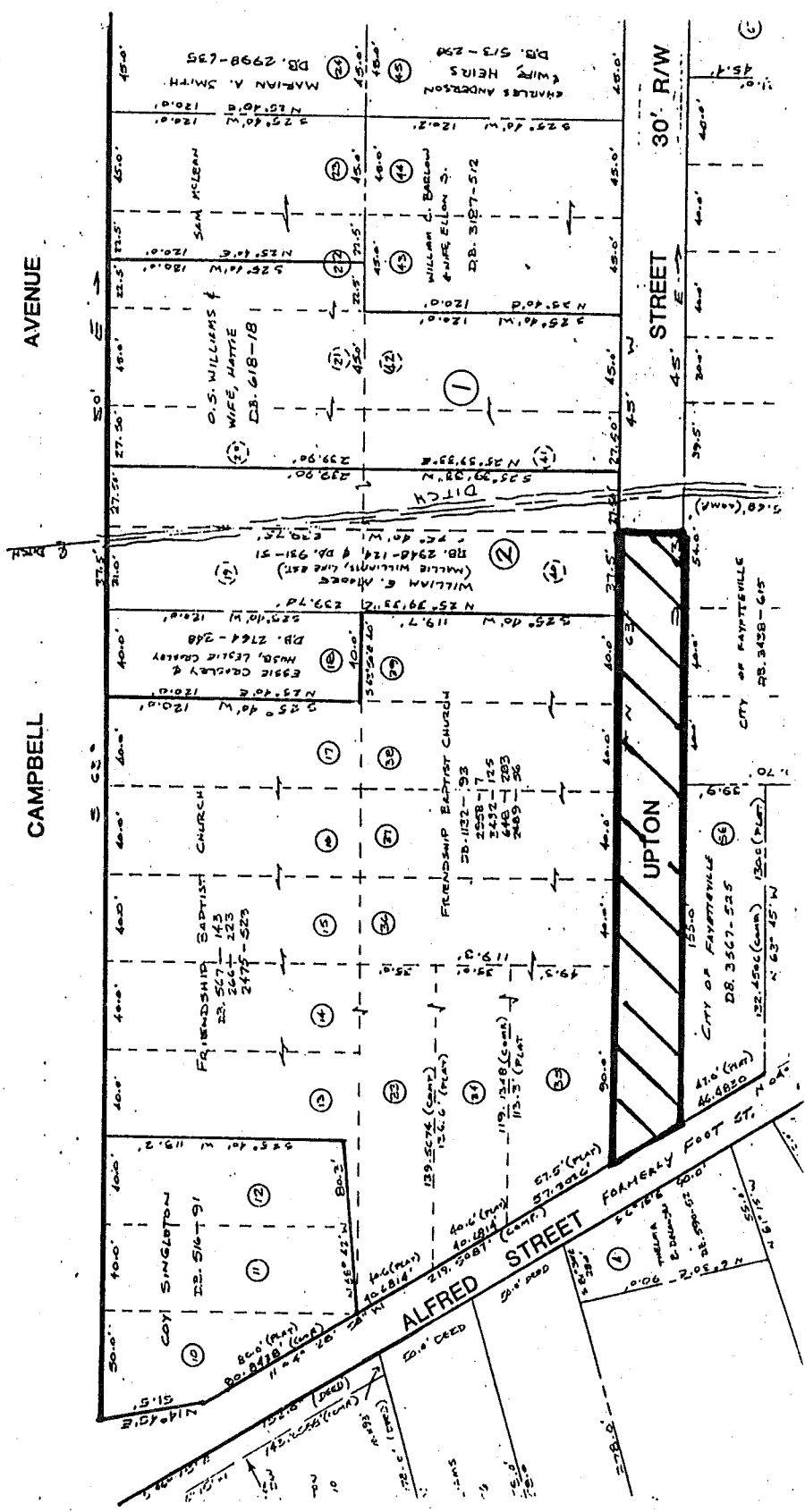
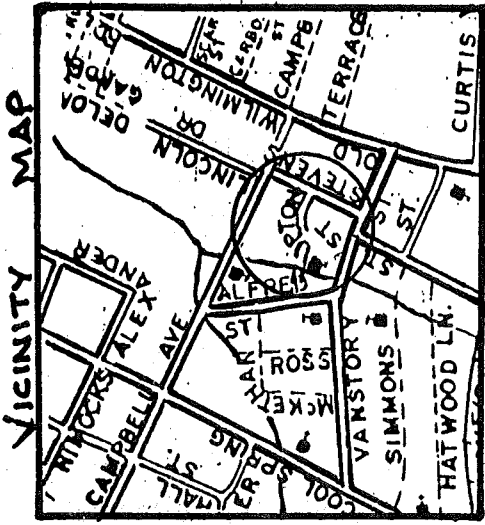
(2) That a hearing be held pursuant to North Carolina General Statute 160A-299 after appropriate notification of all parties as set forth in the said Statute.

Filed this 14th day of DECEMBER, 1992.

SIGNATURES OF PETITIONERS:

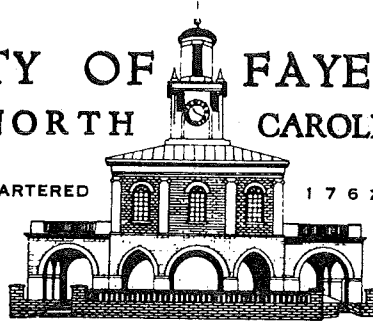
Robert L. Dwyer
James O. High Jr
Wannie J. Bannock, III
J. A. Ellis

**Upton Street Closing
December 1992**



THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



TRANSIT DIRECTOR

TRANSIT DEPARTMENT
455 GROVE STREET
FAYETTEVILLE, NC 28301

December 16, 1992

MEMORANDUM

TO: John P. Smith, City Manager

FROM: Jerome Brown, Taxicab Review Chairman *JB*

SUBJECT: Agenda Item: Request to Hold a Hearing to Establish the Number of Certificates of Convenience and Necessity for Taxicabs Operating Within the City of Fayetteville

Each year the City ordinance required that a public hearing is held to determine the maximum number of Certificates of Convenience and Necessity are to be issued by the City for the period beginning January 1 and ending December 31.

It is recommended that the current number of 110 certificates be retained until a more detailed analysis can be deducted.

Current information indicates:

1. When compared with Charlotte, Raleigh, Wilmington and Winston-Salem, Fayetteville has the highest number of taxicab permits per 1,000 population, 1.45 per 1,000.
2. A survey of the owners indicate that they favor the current maximum of 110 permits.
3. Taxicab usage is increasing. Passenger trips increased from 801,750 to 925,573, an increase of 15.44%. The number of miles driven increased from 523,765 to 544,168, an increase of 3.9%.
4. There were seven applications for taxicab permits from December 1990 until November 1991, but only one application from December 1991 until November 1992.

A more detailed description of this information is attached. The information that is presented is inconclusive at best. If the current number of 110 is retained, a more substantive methodology for making a determination for a maximum number of taxicabs needed

Fayetteville Area System of Transit "FAST"

An Equal Opportunity/Affirmative Action Employer

ITEM 3.A.

for the City would be presented for next year's deliberation.

One consideration is whether or not the number of taxicabs should be regulated. The market could determine the number needed and the City would enforce regulation regarding safety, appearance and fares charged.

TAXICAB IN THE CITY OF FAYETTEVILLE

1. Comparison among cities in the state

According to the 1992's population census, the City of Fayetteville had a population of 75,695. There are 110 taxicabs which is in operation now. In average, there are 1.45 taxicabs per 1000 city residents. In other words, 688 people have one taxicab. Comparing to other cities in North Carolina, the City of Fayetteville ranks highest in the number of taxicabs in terms of city population (Table 1).

Because of the unique geographical characteristics, the city of Fayetteville also serves the whole metropolitan area. So, the high number does not mean that we have got surplus taxicabs.

Table 1. Taxicabs Comparison Among NC Cities

Name Of The Cities	Number Of Taxicabs	City Population	Taxicabs Per 1000 Residents	Residents Per Taxicab
Charlotte	400	396,000	1.01	990
Fayetteville	110	75,695	1.45	688
Raleigh	203	220,000	0.92	1,084
Wilmington	50	50,000	1.00	1,000
Winston Salem	50	150,000	0.33	3,000

2. Survey of the franchise holders

The Department of Inspections conducted a telephone survey about the number of taxicab certificates. Twenty-six franchise holders were surveyed. Only one stated that we need to raise ten (10) certificates and one stated that we need to lower ten (10) certificates. All other twenty-four favored maintaining the number of certificates of public convenience that we currently have.

The survey result is not surprising, because the majority of the current owners of taxi companies neither want more competition nor cutting back from the taxi industry.

3. Taxicab trips and mileage

Detailed analyses show that there are relative large variations among the taxicab trips and miles driven by quarter (Appendix 1). But the yearly figures show the increasing trends in taxicab trips and miles driven. The total trips from October 1, 1991 to November 30, 1992 was 925,573 which increase 15.44% from the same period last year. The total miles driven by taxicab was 5,441,681 which increase 3.90% from the same period last year (Table 2).

The statistics show the increasing trend in using taxicabs over the last two years. But, the number of taxicabs remain the same since 1983. This also supports possible increase of the taxi vehicles.

Table 2. Taxicab Trips and Mileage

Period Covered	Trips	Miles
Oct. 1, 1990 to Nov. 30, 1991	801,750	5,237,65
Oct. 1, 1991 to Nov. 30, 1992	92,5573	5,44,168
Percent Change From Last Year	15.44%	3.90%

4. Taxicab certificates of convenience

According to last two years records, the city received only a few of applications for Certificates of Convenience (Appendix 2). There were seven applications from December, 1990 to November, 1991. But there was only one application from December, 1991 to November 1992.

The low number of applications for the Certificates of Convenience indicates that even if we loose the control on insurance of certificates, there will not be a huge amount of applicants.

TAXICAB TRIPS AND MILEAGE

Period Covered	Trips		Mileage	
	Number of Trips	Percent Change From Last Quarter	Number of Miles Driven	Percent Change From Last Quarter
Oct., Nov., Dec., 1990	163,005	Not Available	1,053,908	Not Available
Jan., Feb., Mar., 1991	187,504	15.03%	1,290,802	22.48%
Apr., May, Jun., 1991	245,962	31.18%	1,623,764	25.79%
Jul., Aug., Sep., 1991	205,279	-16.54%	1,269,182	-21.84%
Oct., Nov., Dec., 1991	227,053	10.61%	1,375,382	8.37%
Jan., Feb., Mar., 1992	236,361	4.10%	1,401,446	1.90%
Apr., May, Jun., 1992	232,925	-1.45%	1,444,326	3.06%
Jul., Aug., Sep., 1992	229,234	-1.58%	1,220,533	-15.49%

TAXICAB CERTIFICATES OF CONVENIENCE

Period Covered	Number of Certificates Authorized	Number of Certificates Issued	Number of Certificates Applications	Number of Certificates Issued	Number of Taxis in Operation	Number of Licensed Inactive Taxis	Number of Companies Operating
December, 1990	110	110	3	0	108	2	14
January, 1991	110	110	0	4	103	7	14
February, 1991	110	110	1	0	107	3	14
March, 1991	110	110	1	1	108	2	14
April, 1991	110	110	0	0	108	2	16
May, 1991	110	110	1	0	107	3	16
June, 1991	110	110	1	2	107	3	18
July, 1991	110	110	0	0	108	2	17
August, 1991	110	110	0	0	106	4	17
September, 1991	110	110	0	0	109	1	17
October, 1991	110	110	0	0	108	2	17
November, 1991	110	110	0	0	99	11	17
December, 1991	110	110	0	0	107	3	17
January, 1992	110	110	0	0	107	3	16
February, 1992	110	110	1	1	108	2	15
March, 1992	110	110	0	0	108	2	14
April, 1992	110	110	0	0	109	1	14
May, 1992	110	110	0	0	109	1	14
June, 1992	110	110	0	0	109	1	14
July, 1992	110	110	0	0	110	0	15
August, 1992	110	110	0	0	110	0	15
September, 1992	110	110	0	0	110	0	14
October, 1992	110	110	0	0	108	2	15
November, 1992	110	110	0	0	109	1	16

PUBLIC HEARING - SPEAKERS

SUBJECT: TAXICAB FRANCHISES

DATE: December 21, 1992

PROPONENT (In Favor)

(Name - Print)

(Address - Print)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

OPPONENT - (Against)

(Name - Print)

(Address - Print)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

PUBLIC HEARING - SPEAKERS

SUBJECT: _____

DATE: _____

CITIZEN INPUT

(Name - Print)

(Address - Print)

- | | | |
|-----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |
| 7. | _____ | _____ |
| 8. | _____ | _____ |
| 9. | _____ | _____ |
| 10. | _____ | _____ |



Agenda

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

December 11, 1992

MEMO TO: John P. Smith, City Manager

FROM: Tim Wood, General Manager *Tim Wood*

SUBJECT: PWC Items For City Council Agenda - December 21, 1992

4A. Approval of low, evaluated bid award in the amount of \$38,325.00 to Scott-Parish for purchase of 7500 feet of 750 MCM cable. Bids were received November 3, 1992, as follows:

Scott-Parish (Raleigh, NC)	\$38,325.00
Eastern Electric (Raleigh, NC)	\$39,607.50
Rigby Electric (Rocky Mount, NC)	\$40,875.00
WESCO (Raleigh, NC)	\$38,085.00

4B. Approval of low bid awards for Upgrade and Expansion of the Glenville Lake Water Treatment Plant to:

- A. Crowder Construction Company, General Contractor: \$5,784,040.00
- B. Bryant Electric Company, Inc., Electrical Contractor: \$ 779,000.00

Bids were received November 20, 1992, as follows:

Contract 2A - General Construction:

Crowder Construction (Charlotte, NC)	\$5,784,040.00
Crain & Denbo, Inc. (Durham, NC)	\$5,869,190.00
Danis Industries Corp. (Birmingham, ALA)	\$6,037,000.00
Powell Construction Co. (Johnson City, TN)	\$6,037,000.00
State Utility Contractors, Inc. (Monroe, NC)	\$6,039,000.00
Bryant Electric Co., Inc. (High Point, NC)	\$6,488,030.00
Republic Contracting Corp. (Columbia, SC)	\$7,424,900.00

Contract 2B -Electrical Construction:

Bryant Electrical Co. (High Point, NC)	\$ 779,000.00
Barnes & Powell Electrical Co. Inc. (Elm City, NC)	\$ 827,000.00
T & H Electrical Corp (Wilson, NC)	\$ 837,607.00
Via Electric Company (Madison, NC)	\$ 847,585.00
Watson Electrical Construction Co. (Wilson, NC)	\$ 848,000.00
H.V. Allen Co., Inc. (Greensboro, NC)	\$ 861,000.00
King Electric, Inc. (Johnson City, TN)	\$ 902,000.00

TW:gm

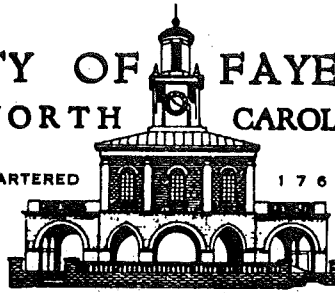


ITEM 4.A. + 4.B.



THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



CITY MANAGER


FAYETTEVILLE, NC 28301-5537

433 HAY STREET

DECEMBER 16, 1992

MEMORANDUM

TO: John P. Smith, City Manager

FROM: Roger L. Stancil, Deputy City Manager 

RE: Design Contracts, Feasibility Study Contract

Attached are contracts with Shuller and Associates, MacMillan-Ellinwood, and Golf Resources Associates negotiated with those consultants in accordance with direction given by City Council at their last meeting. I recommend that Council authorize the City Manager to execute the contracts.

RLS:ssm

Attachment

An Equal Opportunity
City of



Affirmative Action Employer
Dogwoods

ITEM 5



AGREEMENT FOR SERVICES

THIS AGREEMENT, entered into this the _____ day of _____, 19____, by and between the City of Fayetteville, a North Carolina municipal corporation, hereinafter referred to as the "City," and MacMillan and Ellinwood, a corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as the "Architect".

Article 1. Project Location

- 1.1 The services to be provided herein shall be performed in Fayetteville, North Carolina, unless otherwise authorized by the City.

Article 2. Project Purpose

- 2.1 To provide architectural services to the City for the design of the Police Administration Building.

Article 3. Scope of Services

- 3.1 The scope of services provided by the Architect shall consist of those services as set forth in the Proposal attached as Exhibit A, and incorporated by reference as if set forth herein.
- 3.2 Notwithstanding any other provision of this agreement, Dan MacMillan personally assumes complete responsibility for any and all documents required to be provided to the City pursuant to this Scope of Services.

Article 4. Additional Services of Architect

The following services are not considered to be included in the original scope of the Project:

- 4.1 Services required to materially increase the scope of the Project.
- 4.2 Surveys or reports not required for the Project as described herein.
- 4.3 Additional services shall not be provided without prior written approval by the City.

ITEM 5.A.

Article 5. City's Responsibilities

The City shall:

- 5.1 Designate in writing a project manager who will coordinate all communication between the Architect and the City and who is authorized to act on behalf of the City.
- 5.2 Provide the Architect with existing data pertinent to the Project.
- 5.3 Pay for all reproduction costs and other costs incidental to obtaining bids from contractors.
- 5.4 Provide supplemental general conditions and supplemental instructions to bidders.

Article 6. Ownership and Use of Documents

- 6.1 The Original Drawings and Specifications are to become the property of the City.
- 6.2 The City may utilize information contained in the Drawings and Specifications to modify or extend the Project at a future date.
- 6.3 The Architect expressly denies any liability flowing from the misuse of the information contained in the Drawings and Specifications.

Article 7. Basis of Compensation

- 7.1 For services provided by the Architect as described in Article 3., the City will pay the Architect compensation in accordance with Exhibit B hereto, which is incorporated by reference.
- 7.2 The City shall process all payments to the Architect within thirty (30) days of receipt of correct requests for payment. The Architect agrees that a zero (0) interest penalty rate shall apply to both partial and final payments.

Article 8. Delay, Discontinuance, or Termination

- 8.1 Architect shall not be in default by reason of any failure in performance of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of the Architect. Such causes may include, but are not restricted or limited to, acts of God or natural causes or catastrophes.
- 8.2 The City may, at any time, and for any reason, direct the discontinuance of the services and work contemplated under

this Agreement for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the date specified at such direction, or upon such other date as the City may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance and said stoppage shall not give rise to any claim against the City. If stoppage exceeds twelve (12) months, City may give consideration, at its option, to changes in Article 7.

- 8.3 This Agreement may be terminated by either party by providing thirty (30) day notice to the other party. Should the City elect to terminate the Agreement, the Architect shall be paid for all work completed up to and through the thirty (30) day period. Should the Architect elect to terminate the Agreement, the City shall pay only for that work completed through the date of notification.

Article 9. Successors and Assigns

- 9.1 It is the intent of this Agreement to secure the personal services of Dan MacMillan. Failure of the Architect for any reason to make the personal services of Dan MacMillan available to the City for the purposes described in the Agreement shall be cause for re-evaluation of this Agreement. This Agreement shall not be assigned without prior consent of the City in writing. In the event of the death or disability of Dan MacMillan, or if Dan MacMillan should leave the employ of the Architect, sever his relationship with the Architect, or sell his interest in the Architect, then and in that event the City has the right to review the Contract, and in its discretion either continue the Contract with another principal, qualified partner or associate of Architect, or terminate the Contract in accordance with Article 8.3 and obtain from Architect all work done prior to that point, and Architect will be compensated through the date of termination on a pro rata basis.
- 9.2 This Agreement, when executed, shall be construed under the laws of the State of North Carolina and shall bind the parties hereto, their heirs, administrators, executors, successors and assigns.
- 9.3 The City and Architect agree that any changes or additions to the design team listed in the scope of services (Article 3.1) shall be reviewed and discussed by Dan MacMillan and the City, and the City and Dan MacMillan shall jointly agree on who shall be selected to perform the services.

Article 10. Insurance

- 10.1 The Architect shall hold the City free, clear and harmless from all claims of third persons for damages arising out of negligent acts or omissions of the Architect, and his agents or employees. In furtherance thereof, the Architect shall take out and maintain during the period of this Agreement public liability insurance in the following amounts:
- (a) Bodily injury in an amount not less than three hundred thousand dollars (\$300,000.00) for each person and five hundred thousand dollars (\$500,000.00) for each incident or occurrence, and
 - (b) Property damage liability limits of not less than one hundred thousand dollars (\$100,000.00) for each accident or occurrence.
- 10.2 The Architect shall comply with all State requirements relative to Workers' Compensation Insurance.
- 10.3 The Architect shall hold the City free, clear and harmless from all claims for losses, costs, and damages which the City may suffer as a result of the defect in any map, plan, drawing, or design or specification prepared, acquired or used by the Architect or as a result of any negligent supervision of the work by the Architect.
- 10.4 The Architect shall at all times, upon demand of the City, furnish proof that the insurance policies required herein are being maintained by it in force and effect. The policies mentioned in this article shall name the City as co-insured, be issued by an insurance carrier satisfactory to the City and shall be delivered to the City at the time of the delivery of the Agreement.

Article 11. Miscellaneous

- 11.1 Nondiscrimination. The Architect agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap unrelated to the duties of position, of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities.
- 11.2 Findings Confidential. Any reports, data, or other information given to, prepared or assembled by the Architect under the Agreement shall, if requested by the City, be kept confidential and shall not be published or made available to any individual or organization by the Architect without prior written approval of the City.

11.3 It is the express intent of the parties hereto that any and all documents provided to the City pursuant to the Scope of Services as set forth in Article 3, that require the seal of a registered architect, shall be sealed by Dan MacMillan.

JOHN P. SMITH, City Manager

ATTEST:

BOBBIE A. JOYNER, City Clerk

(Corporate Seal)

DAN MACMILLAN
MacMillan-Ellinwood

ATTEST:

EXHIBIT "A"

Phase I

**SERVICES FOR ANALYSES AND SURVEYS
CITY OF FAYETTEVILLE POLICE ADMINISTRATION BUILDING**

1.1 SITE ANALYSIS

The Architect will analyze multiple sites of the Owners selection, which will include the site capability of access and parking needs for existing and future expansion. Also studied will be the relationship to neighboring buildings and the area of impact, effect of railroad and traffic pattern, and land aquisition costs.

1.2 BUILDING ANALYSIS

The Architect will provide the Owner with a building analysis of existing buildings to determine the potential reuse and adaptation versus demolition. Items to be considered are building systems and structure, hazardous material removal, staffing analysis, projections, and master plan for future, NC Code Compliance and compliance with the Americans with Disabilities Act. Also will analyze present and future use of City Hall in conjunction with Police Administration Building.

1.3 SPECIALIZED CONSULTANT

The Architect will employ and provide to the Owner the specialized expertise of a consultant who will provide programmatic consulting services to determine the space needs, organization and requirements of the Owner. The consultant will be selected by an interview process conducted by the Architect and the Owner.

Phase II

BASIC SERVICES FOR DESIGN OF THE CITY OF FAYETTEVILLE POLICE ADMINISTRATION BUILDING

2.1 PROGRAMMATIC PHASE

The Architect consults with the Owner, and appropriate appointed Board or Commission, or Owner's representative, and specialized consultant to determine a programmatic statement which will define the Owner's needs and requirements.

2.2 SCHEMATIC DESIGN PHASE

The Architect consults with the Owner, and appropriate appointed Board or Commission, to ascertain the requirements of the Project and confirms such requirements.

He prepares schematic design studies leading to a recommended solution together with a general description of the Project for approval by the Owner, and appropriate appointed Board or Commission.

He submits to the Owner, and appropriate appointed Board or Commission, a Statement of Probable Construction Cost based on current area, volume, or other unit costs.

2.3 DESIGN DEVELOPMENT

The Architect from the approved Schematic Design Studies, the Design Development Documents consisting of plans, elevations and other drawings, and outline specifications to fix and illustrate the size and character of the entire Project in its essentials as to kinds of materials, type of structure, mechanical and electrical systems and such other work as may be required.

He submits to the Owner a further Statement of Probable Project Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

The Architect prepares from the approved Design Development Documents, Working Drawings, and Specifications setting forth in detail the work required for the architectural, structural, mechanical, electrical, service-connected equipment, and site work, and the necessary bidding information, General Conditions of the Contract, and Supplementary General Conditions of the Contract, and shall assist in the drafting of Proposal and Contract Forms.

He keeps the Owner informed of any adjustments to previous Statements of Probable Project Construction Cost indicated by changes in scope, requirements or market conditions.

He is responsible for filing the required documents to secure approval of governmental authorities having jurisdiction over the design of the Project.

2.5 CONSTRUCTION PHASE

The Architect assists the Owner in obtaining proposals from Contractors and in awarding and preparing construction contracts.

To the extent provided by the contract between the Owner and the Contractor, he makes decisions on all claims of the Owner and Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. He checks and approves samples, schedules, shop drawings and other submissions for conformance with the design concept of the Project and for compliance with the information given by the Contract Documents, prepares change orders and assembles written guarantees required of the Contractors.

He makes periodic visits to familiarize himself with the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of his observations while at the site, he keeps the Owner informed of the progress of the work, and endeavors to guard the Owner against defects and deficiencies in the work of Contractors. Based on such observations and the Contractor's Application for Payment, he determines the amount owing to the Contractor and issues Certificates for Payment in such amounts. These Certificates will constitute a representation to the Owner, based on such observations and the data comprising the Application for Payment, that the work has progressed to the point indicated.

By issuing a Certificate for Payment, the Architect also represents to the Owner that, based on what his observations have revealed, the quality of the work is in accordance with the Contract Documents. He conducts inspections to determine the dates of substantial and final completion and issues a final Certificate for Payment.

If a "clerk of the works" is required, the conditions under which such representation shall be furnished and a Project Representative selected, employed and directed, are agreed to in advance by the Owner and the Architect.

2.6 ITEMS NOT INCLUDED IN BASIC SERVICES

- (a) RESEARCH TRAVEL - The cost of transportation and other expenses - but not time - when extensive travel is required for proper "research" on the project.
- (b) SURVEY OF THE SITE - Survey of the site, soil borings, and other technical site information. In most cases the client arranges to have these services performed by an independent engineer - in accordance with requirements of the architect.
- (c) MODELS OR RENDERINGS - Preparing models or renderings that are required by the client for promotional or exhibition use.
- (d) REVISING DRAWINGS - Revising previously approved drawings or specifications to accomplish changes ordered by the client.
- (e) TESTS AND REPORTS - Structural, chemical, mechanical, or other technical tests and reports on the characteristics of materials or equipment.
- (f) DESIGN OF FURNITURE - Design of furniture, fixtures, and decorative work or assistance in the selection or purchase of such items.
- (g) ADDITIONAL COPIES OF DOCUMENTS - The cost of reproduction of additional copies of bid documents in excess of 20 sets.
- (h) POSTAGE AND HANDLING - The cost of submission of material by mail or common carrier in connection with the direct scope of this project.

2.6 CONSULTANTS/DESIGN TEAM

Proposed consultants for this phase to include:

Architectural = Dan MacMillan - Fayetteville, NC
Ronn Babin - Fayetteville, NC

Structural = Fleming & Associates - Fayetteville, NC

PHE = Dibble & Associates - Washington, NC

Civil = The Rose Group - Fayetteville, NC

EXHIBIT "B"

FEE

Fees proposed for the scope of services for phase I is based on cost-plus design services with a guaranteed maximum not-to-exceed. The rate schedule as it applies will be:

Senior Principal	\$85.00/Hr
Architect	\$75.00/Hr
Senior Technician	\$45.00/Hr
Construction Management	\$45.00/Hr
Technician	\$25.00/Hr
Clerical	\$20.00/Hr

Fee proposed for the scope of phase II is based on 6 1/2 percent of the construction cost with the option of a lump sum fee once the scope of project is defined.

A percentage fee covers only the Architect's basic services, unless otherwise specifically stated above in the Agreement between Owner and Architect.

If the opportunity presents itself to a reduction in fee, then the City will benefit from its services.

AGREEMENT FOR SERVICES

THIS AGREEMENT, entered into this the _____ day of _____, 19____, by and between the City of Fayetteville, a North Carolina municipal corporation, hereinafter referred to as the "City," and Shuller and Associates, a sole proprietorship organized and existing under the laws of the State of North Carolina, hereinafter referred to as the "Architect".

Article 1. Project Location

- 1.1 The services to be provided herein shall be performed in Fayetteville, North Carolina, unless otherwise authorized by the City.

Article 2. Project Purpose

- 2.1 To provide architectural services to the City for the design of four (4) recreation centers.

Article 3. Scope of Services

- 3.1 The scope of services provided by the Architect shall consist of those services as set forth in the Proposal attached as Exhibit A, and incorporated by reference as if set forth herein.
- 3.2 Notwithstanding any other provision of this agreement, Robert Shuller personally assumes complete responsibility for any and all documents required to be provided to the City pursuant to this Scope of Services.

Article 4. Additional Services of Architect

The following services are not considered to be included in the original scope of the Project:

- 4.1 Services required to materially increase the scope of the Project.
- 4.2 Surveys or reports not required for the Project as described herein.
- 4.3 Additional services shall not be provided without prior written approval by the City.

Article 5. City's Responsibilities

The City shall:

- 5.1 Designate in writing a project manager who will coordinate all communication between the Architect and the City and who is authorized to act on behalf of the City.
- 5.2 Provide the Architect with existing data pertinent to the Project.
- 5.3 Pay for all reproduction costs and other costs incidental to obtaining bids from contractors.
- 5.4 Provide supplemental general conditions and supplemental instructions to bidders.

Article 6. Ownership and Use of Documents

- 6.1 The Original Drawings and Specifications are to become the property of the City.
- 6.2 The City may utilize information contained in the Drawings and Specifications to modify or extend the Project at a future date.
- 6.3 The Architect expressly denies any liability flowing from the misuse of the information contained in the Drawings and Specifications.

Article 7. Basis of Compensation

- 7.1 For services provided by the Architect as described in Article 3., the City will pay the Architect compensation in accordance with Exhibit B hereto, which is incorporated by reference.
- 7.2 The City shall process all payments to the Architect within thirty (30) days of receipt of correct requests for payment. The Architect agrees that a zero (0) interest penalty rate shall apply to both partial and final payments.

Article 8. Delay, Discontinuance, or Termination

- 8.1 Architect shall not be in default by reason of any failure in performance of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of the Architect. Such causes may include, but are not restricted or limited to, acts of God or natural causes or catastrophes.
- 8.2 The City may, at any time, and for any reason, direct the discontinuance of the services and work contemplated under

this Agreement for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the date specified at such direction, or upon such other date as the City may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance and said stoppage shall not give rise to any claim against the City. If stoppage exceeds twelve (12) months, City may give consideration, at its option, to changes in Article 7.

- 8.3 This Agreement may be terminated by either party by providing thirty (30) day notice to the other party. Should the City elect to terminate the Agreement, the Architect shall be paid for all work completed up to and through the thirty (30) day period. Should the Architect elect to terminate the Agreement, the City shall pay only for that work completed through the date of notification.

*the point of
notice of
termination.
Any work*

*between them and final termination shall be as directed by City.
only as*

Article 9. Successors and Assigns

- 9.1 It is the intent of this Agreement to secure the personal services of Robert Shuller. Failure of the Architect for any reason to make the personal services of Robert Shuller available to the City for the purposes described in the Agreement shall be cause for re-evaluation of this Agreement. This Agreement shall not be assigned without prior consent of the City in writing. In the event of the death or disability of Robert Shuller, or if Robert Shuller should leave the employ of the Architect, sever his relationship with the Architect, or sell his interest in the Architect, then and in that event the City has the right to review the Contract, and in its discretion either continue the Contract with another principal, qualified partner or associate of Architect, or terminate the Contract in accordance with Article 8.3 and obtain from Architect all work done prior to that point, and Architect will be compensated through the date of termination on a pro rata basis.
- 9.2 This Agreement, when executed, shall be construed under the laws of the State of North Carolina and shall bind the parties hereto, their heirs, administrators, executors, successors and assigns.
- 9.3 The City and Architect agree that any changes or additions to the design team listed in the scope of services (Article 3.1) shall be reviewed and discussed by Robert Shuller and the City, and the City and Robert Shuller shall jointly agree on who shall be selected to perform the services.

Article 10. Insurance

- 10.1 The Architect shall hold the City free, clear and harmless from all claims of third persons for damages arising out of negligent acts or omissions of the Architect, and his agents or employees.
- (a) Bodily injury in an amount not less than three hundred thousand dollars (\$300,000.00) for each person and five hundred thousand dollars (\$500,000.00) for each incident or occurrence, and
 - (b) Property damage liability limits of not less than one hundred thousand dollars (\$100,000.00) for each accident or occurrence.
- 10.2 The Architect shall comply with all State requirements relative to Workers' Compensation Insurance.
- 10.3 The Architect shall hold the City free, clear and harmless from all claims for losses, costs, and damages which the City may suffer as a result of the defect in any map, plan, drawing, or design or specification prepared, acquired or used by the Architect or as a result of any negligent supervision of the work by the Architect.
- 10.4 The Architect shall at all times, upon demand of the City, furnish proof that the insurance policies required herein are being maintained by it in force and effect. The policies mentioned in this article shall name the City as co-insured, be issued by an insurance carrier satisfactory to the City and shall be delivered to the City at the time of the delivery of the Agreement.

Article 11. Miscellaneous

- 11.1 Nondiscrimination. The Architect agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap unrelated to the duties of position, of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities.
- 11.2 Findings Confidential. Any reports, data, or other information given to, prepared or assembled by the Architect under the Agreement shall, if requested by the City, be kept confidential and shall not be published or made available to any individual or organization by the Architect without prior written approval of the City.
- 11.3 It is the express intent of the parties hereto that any and all documents provided to the City pursuant to the Scope of

Services as set forth in Article 3, that require the seal of a registered architect, shall be sealed by Robert Shuller.

JOHN P. SMITH, City Manager

ATTEST:

BOBBIE A. JOYNER, City Clerk

(Corporate Seal)

ROBERT SHULLER
Shuller & Associates

ATTEST:

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

Finance Officer

EXHIBIT A

I. Scope of Work:

The Architect Shall provide Design Services herein described for the following projects:

- A. Honeycutt Park - Provide a design for the site and addition of gym and class space to the existing building or, if feasible a new building to house the proposed and existing functions.
- B. College Lakes Park - Provide a design for the site and new building to provide functions comparable to the other parks. The service will include a new schematic masterplan and storm drainage design.
- C. Myers Park - Provide a design for the site and a multi-purpose gymnasium to the existing building.
- D. Seabrook Park - Provide a design for the site and addition of gym and class space to the existing building, or if feasible a new building to house the proposed and existing functions. The service will include a new schematic masterplan.

II. Services Included:

A. Schematic Design Phase

- 1. The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner, determined with input from staff, community advisory groups, and the Parks and Recreation Advisory Commission.
- 2. The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.
- 3. The Architect shall review with the Owner alternative approaches to design and construction of the Project.
- 4. Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

B. Design Development Phase

- 1. Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule

or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials, parking, site design, etc.

2. The Architect shall review and receive approval from the Owner for the Design after review with staff, community advisory groups, Appearance Commission and Parks and Recreation Advisory Commission.

C. Construction Document Phase

1. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications settings forth in detail the requirements for the construction of the Project.
2. The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

D. Bidding or Negotiation Phase

1. The Architect, following the Owner's approval of the Construction Documents shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

E. Construction Phase - Administration of the Construction Contract

1. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.
2. The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.
3. The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment

to the Contractor is due. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

4. The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work.
5. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
6. Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.
7. The Architect shall have authority to reject Work which does not conform to the Contract Documents.
8. The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

III. Project Team:

Shuller & Associates: Architect and Contractual Agent.
Buffaloe-Morgan & Associates: Mechanical and Electrical Engineer.
Fleming & Associates: Structural Engineer.
Derrick Williams: Landscape Architect.

Exhibit B

Basis of Compensation:

1. Basic Compensation shall be computed based upon 7.4% of the total of all Bids received, or as an interim basis on the latest approved estimate or budget. The stated Fee is to be applied to any and all of the four projects described in Exhibit A. This percentage was determined based upon the Owner's Stated estimated budget on the four projects as follows:

a. Honeycutt Park	\$900,000.00
b. College Lakes Park	900,000.00
c. Seabrook Park	900,000.00
d. Myers Park	550,000.00

The 7.4% Fee is a maximum percentage and includes park masterplanning for College Lakes and Seabrook (a service beyond the normal scope of work). Should construction budgets increase above the stated amounts, the percentage fee will be reduced in accordance with the Architect's standard fee curve.

2. Progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensations payable:

Schematic Design Phase	15%
Design Development Phase	20%
Construction Document Phase	40%
Bidding or Negotiation Phase	5%
Construction Phase	20%
<hr/> Total Basic Compensation	<hr/> 100%

3. For Additional Services of the Architect compensation shall be computed as follows:

Principal:	\$65.00/Hr
Project Manager: Architect	50.00/Hr
Technical Level I:	35.00/Hr
Technical Level II:	28.00/Hr
Technical Level III:	20.00/Hr

4. For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services a multiple of 1 1/2 times the amounts billed to the Architect for such services.



AGREEMENT FOR SERVICES

THIS AGREEMENT, entered into this the _____ day of _____, 19____, by and between the City of Fayetteville, a North Carolina municipal corporation, hereinafter referred to as the "City," and Golf Resource Associates, Inc., a corporation organized and existing under the laws of the State of Oregon and licensed to do business in the State of Georgia, hereinafter referred to as the "GRA".

Article 1. Project Location

- 1.1 The location of this project shall be within the City of Fayetteville, North Carolina.

Article 2. Project Purpose

- 2.1 To obtain consulting services with the respect to the development of a proposed municipal golf facility.

Article 3. Scope of Services

The scope of services provided by GRA shall consist of:

- 3.1 Those services as set forth in the GRA Consulting Services Proposal attached hereto as Exhibit A, and incorporated by reference as if fully set forth herein.

Article 4. Additional Services of GRA

The following services are not considered to be included in the original scope of the Project:

- 4.1 Services required to materially increase the scope of the Project.
- 4.2 Surveys or reports not required for the Project as described herein.
- 4.3 Additional services shall not be provided without prior written approval by the City.

ITEM 5.C.

Article 5. City's Responsibilities

The City shall:

- 5.1 Designate in writing a project manager who will coordinate all communication between GRA and the City and who is authorized to act on behalf of the City.
- 5.2 Provide GRA with existing data pertinent to the Project.

Article 6. Ownership and Use of Documents

- 6.1 Any original documents provided to City pursuant to the Scope of Services in Article 3 shall become the property of the City.

Article 7. Basis of Compensation

- 7.1 For services provided by GRA as described in Article 3., the City will pay to GRA compensation as set forth on Exhibit B hereto which is incorporated by reference as if fully set forth herein.
- 7.2 The City shall process all payments to GRA within thirty (30) days of receipt of correct requests for payment. GRA agrees that a zero (0) interest penalty rate shall apply to both partial and final payments.

Article 8. Delay, Discontinuance, or Termination

- 8.1 GRA shall not be in default by reason of any failure in performance of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of GRA. Such causes may include, but are not restricted or limited to, acts of God or natural causes or catastrophes.
- 8.2 The City may, at any time, and for any reason, direct the discontinuance of the services and work contemplated under this Agreement for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the date specified at such direction, or upon such other date as the City may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance and said stoppage shall not give rise to any claim against the City.
- 8.3 This Agreement may be terminated by either party by providing thirty (30) day notice to the other party. Should the City elect to terminate the Agreement, GRA shall be paid for all work completed up to and through the thirty (30) day period. Should GRA elect to terminate the

Agreement, the City shall pay only for that work completed through the date of notification of Agreement.

Article 9. Successors and Assigns

- 9.1 It is the intent of this Agreement to secure the personal services of GRA or a duly authorized and competent representative or representatives of GRA acceptable to the City. Failure of GRA for any reason to make the personal services of such a person available to the City for the purposes described in the Agreement shall be cause for termination of this Agreement. GRA shall not assign this Agreement without prior consent of the City in writing. In the event of death or disability of the principal of GRA assigned to this project, any qualified partner or associate of GRA may be authorized, at the option of the City, to continue to perform and complete all of the terms, covenants and provisions contained in this Agreement.
- 9.2 This Agreement, when executed, shall be construed under the laws of the State of North Carolina and shall bind the parties hereto, their heirs, administrators, executors, successors and assigns.

Article 10. Insurance

- 10.1 GRA shall hold the City free, clear and harmless from all claims of third persons for damages arising out of negligent acts or omissions of GRA, and his agents or employees. In furtherance thereof, GRA shall take out and maintain during the period of this Agreement public liability insurance in the following amounts:
- (a) Bodily injury in an amount not less than three hundred thousand dollars (\$300,000.00) for each person and five hundred thousand dollars (\$500,000.00) for each incident or occurrence, and
 - (b) Property damage liability limits of not less than one hundred thousand dollars (\$100,000.00) for each accident or occurrence.
- 10.2 GRA shall comply with all State requirements relative to Workers' Compensation Insurance.
- 10.3 GRA shall hold the City free, clear and harmless from all claims for losses, costs, and damages which the City may suffer as a result of any negligent supervision of the work by GRA.
- 10.4 GRA shall at all times, upon demand of the City, furnish proof that the insurance policies required herein are being maintained by it in force and effect. The policies mentioned in this article shall name the City as co-

insured, be issued by an insurance carrier satisfactory to the City and shall be delivered to the City at the time of the delivery of the Agreement.

Article 11. Miscellaneous

- 11.1 Nondiscrimination. GRA agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap unrelated to the duties of position, of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities.
- 11.2 Findings Confidential. Any reports, data, or other information given to, prepared or assembled by GRA under the Agreement shall, if requested by the City, be kept confidential and shall not be published or made available to any individual or organization by GRA without prior written approval of the City.
- 11.3 Subcontract. Unless stated otherwise in this Agreement, GRA may not subcontract any part of the work unless with the written approval of the City. The terms "GRA" and "subcontractor" shall mean one and the same and any obligations imposed hereunder upon one shall also be imposed upon the other.

CITY OF FAYETTEVILLE

By: _____

J. L. Dawkins, Mayor

ATTEST:

Bobbie A. Joyner, City Clerk

GOLF RESOURCE ASSOCIATES, INC.

(Corporate Seal)

By: _____

ATTEST:

■ Proposed Scope of Work

Golf Resource Associates, Inc., ("GRA") proposes to provide the City of Fayetteville, North Carolina, (the "City") with a Golf Facility Feasibility Study. It is proposed that the Golf Facility Feasibility Study be prepared in the following phases:

Phase I: Feasibility Analysis

The purpose of the Feasibility Analysis is to provide the City with a comprehensive public golf market demand analysis. This phase of the Golf Facility Feasibility Study will provide the City with an evaluation of the proposed facility's market area in terms of the demand for public golf and, given the capability of existing and planned facilities to accommodate this demand, the need for additional public golf course accessibility.

Findings within the Feasibility Analysis are based upon an in-depth review and evaluation of the demographic and socioeconomic profile of the market area's resident population and other pertinent market area factors. The evaluation process is further enhanced through on-site research of local market conditions and facility operating characteristics by an experienced GRA senior consultant.

Data used for comparative analysis is based on national, regional, and state-level research as conducted by GRA, the United States Golf Association, National Golf Foundation, Golf Course Superintendents Association of America, Professional Golfers' Association of America, and private research firms such as Market Facts, Inc. and Equifax Marketing Decision Systems, Inc..

Specifically, the Feasibility Analysis phase of the proposed Golf Facility Feasibility Study will provide examination and evaluation of the following:

- A. Definition of Market Area — GRA will provide the City with a definition of the proposed golf facility's geographic market area. Factors that are considered in the definition of the market area will include: accessibility to the proposed development site(s); the normal inclination of golf participants in their selection of a golf facility at which they will regularly participate (proximity of residence to proposed facility); and any other factors, which in the opinion of GRA, may affect the facility's capacity to serve the anticipated market area.

- B. Analysis of Demographic Characteristics — GRA will provide the City with an evaluation of the probable tendency of the resident population (current and projected) to participate in golf based upon a comparison of key market area resident demographic characteristics with those of the populations of the State of North Carolina and the South Atlantic census region.

The evaluation process will review and interpret the influence (in terms of probable golf participation) of specific demographic/socioeconomic factors, including: population age, household income, educational attainment, and the type of employment in which the population is engaged. The evaluation process will also include an evaluation of any additional demographic or socioeconomic factors which, in the opinion of GRA, could influence participation in golf among market area residents.

- C. Analysis of Market Demand — GRA will provide the City with an evaluation of the existing and projected size of the proposed facility's defined market area in terms of the potential number of golf participants and the potential number of rounds of public golf play generated.

Participation and demand estimates will be based upon the findings of the Analysis of Demographic Characteristics (in terms of probable resident public golf participation), estimates and projections of market area population size, and other factors which, in the opinion of GRA, could have a significant influence on market area public golf participation or overall market potential. Such factors could include special market area demographic or economic characteristics, and public golf play generated by other identifiable sources such as secondary market population centers and visitor populations.

- D. Analysis of Unserved Market Demand — GRA will provide the City with a review and evaluation of factors relating to unserved market demand and the need for additional public golf accessibility within the proposed facility's market area.

The analysis of unserved market demand will include a review of existing and planned golf facilities within or near the proposed facility's defined market area, and will include information concerning facility type (public or private), fee structure, rounds of play accommodated, and any other factors which, in the opinion of GRA, may influence market demand and the need for the proposed facility.

Estimates and projections of unserved market demand will be based on findings within the Analysis of Market Demand (in terms of anticipated participation and rounds of play generated), less participation and play that is, and is likely to be, accommodated by the market area's existing and planned public golf facilities.

- D. Conclusions and Recommendations — Based upon its review and evaluation of pertinent market area and golf participation factors, GRA will provide the City with specific conclusions concerning the market potential for a public golf facility of the type the City is considering for development.

Phase II: Site Analysis

In the event that the Feasibility Analysis phase of the proposed Golf Facility Feasibility Study reflects a need for greater public golf accessibility within the proposed facility's market area, it is proposed that a Site Analysis section of the final report be prepared at the discretion of the City. The purpose of the Site Analysis is to provide the City with a preliminary determination concerning which of the development sites that are currently under consideration would best serve as a site for the proposed facility.

Specifically, the Site Analysis section of the proposed Golf Facility Feasibility Study will provide examination and evaluation of the following:

- A. Evaluation of Proposed Sites — GRA will provide the City with an evaluation of the general suitability of the proposed sites to physically accommodate a public golf facility; the suitability of the sites, in terms of accessibility, to serve the intended market area; and, any other circumstances or situations which, in the opinion of GRA, may affect the suitability of the proposed sites for public golf course development or operation.
- B. Conclusions and Recommendations — Based upon its review of market area characteristics as per the Feasibility Analysis and an inspection of the proposed development sites, GRA will provide the City with specific conclusions and recommendations concerning the marketing and development potential of each site. GRA will provide the City with a ranking, in terms of development priority, for all sites reviewed.

Phase III: Contract Development Negotiations

At the request of the City, GRA will provide the City with general and specific consulting services relating to the negotiation of a contract for the development and subsequent operation of the proposed facility. The purpose of the Contract Development Negotiations phase of the Proposed Scope of Work is to provide the City with assistance in the solicitation and review of development and operations proposals.

Specifically, the Contract Development Negotiations phase will include the following:

- A. Preparation of "Request for Proposals" — GRA, on behalf of the City, will prepare and distribute a Request for Proposal (RFP) pertaining to the design, development, and operation of the proposed facility. GRA will prepare a draft copy of the RFP for review by the City and its legal counsel.

The contents of the facility development and operations RFP will be bound in a single document and will specifically contain the following information:

1. Background information concerning the City and the proposed project.
2. An outline of City facility development and operational objectives.
3. A description of development and operational services to be provided by proposal respondents.
4. A description and map of the proposed development site.
5. The Golf Facility Feasibility Study.

The RFP will be distributed to a minimum of ten (10) firms with demonstrated expertise in the development and operation of municipal golf facilities. GRA will provide additional distribution of the RFP to requesting individuals and firms at a cost of fifty dollars (\$50.00) per RFP package.

- B. Review of Proposal Submissions — A minimum of two GRA senior consultants will review and evaluate all submitted proposals in terms of content and adherence to the requirements of the facility development and operations RFP. Based on this evaluation, GRA will provide the City with a written summary evaluation of all proposal submissions, and a prioritized list of three (3) proposal submissions which, in the opinion of GRA, best address the needs and objectives of the City.

C. Interviews and Presentation of Proposals — GRA, on behalf of the City, will extend invitations to three firms for scheduled interviews and an on-site presentation of proposals. It is anticipated that the interview and proposal presentation process will occur during a one day period. A GRA senior consultant will assist the City during the interview process and will, following the presentation of proposals, provide the City with a written evaluation of all proposal presentations.

■ Report Preparation and Project Schedule

GRA is fully aware of the importance of providing a comprehensive and meaningful written report of findings. To make our reports as useful as possible, the narrative and graphic content of each GRA report is carefully prepared to present project research information and findings in a clear and understandable manner.

A. Phased Report Preparation —To address the City's needs, GRA proposes to provide the City a written summary of preliminary Feasibility Analysis findings. The summary will provide the City with a written and graphic description of the proposed facility's market area and will provide a narrative summary of project research information concerning the determination of estimated market area public golf demand and unserved demand. Following review of the summary, the City will have the following options:

1. GRA preparation of the Phase II: Site Analysis.
2. Termination of the study project.

Should the City elect to complete Phase II of the Golf Facility Feasibility Study, GRA will prepare the Site Analysis and provide the City with two (2) bound and one (1) unbound copies of the final Golf Facility Feasibility Study.

If, upon review of the summary of the Phase I—Feasibility Analysis, the City elects to forgo preparation of the Site Analysis, GRA will provide the City with two (2) bound and one (1) unbound copies of a final Feasibility Analysis report.

B. Project Schedule — GRA study project schedules are based on our experience in conducting necessary on-site research, acquiring necessary site-specific population and demographic data, evaluating pertinent project data, and preparing a comprehensive written report of findings.

1. Phase I: Feasibility Analysis — Initiate and complete on-site project research; obtain and evaluate demographic data; preparation of summary of findings.

From notification to proceed with Phase I: 30 Days

2. Phase II: Site Analysis — Prepare written evaluation of proposed development sites; preparation of final Golf Facility Feasibility Study report.

From notification to proceed with Phase II: 20 Days

3. Phase III: Contract Development Negotiations — Prepare and distribute RFP; review and evaluate proposal submissions; schedule interviews and presentations; attend proposal presentations; provide written evaluation of final proposals. (Note: timeframe does not reflect City review periods).

From notification to proceed with Phase III: 90 Days

A. PHASE I—Feasibility Analysis	\$ 5,500.00
B. Phase II—Site Analysis:	\$1,000.00
C. Phase III—Contract Development Negotiations:	\$3,300.00

Fees and expenses related to the preparation of the GOLF FACILITY FEASIBILITY STUDY (Phase I—Feasibility Analysis and Phase II—Site Analysis) are to be made to GRA in the following manner:

- A. Client shall pay to GRA the sum of Two Thousand Five Hundred Dollars (\$2,500.00) within ten (10) days of GRA's completion of the initial on-site research for the Phase I—Feasibility Analysis.
- B. Client shall pay to GRA the additional sum of Two Thousand Dollars (\$2,000.00) within ten (10) days of GRA delivery of a "summary report of findings" as described within the attached "GRA Consulting Services Proposal."
- C. Should Client, following review of the GRA "summary report of findings," terminate the study project, Client shall pay to GRA the additional sum of One Thousand Dollars (\$1,000.00) within ten (10) days of GRA delivery of a final Feasibility Analysis report as described within the attached "GRA Consulting Services Proposal."

Or,

Should Client elect to complete the Site Analysis phase of the GOLF FACILITY FEASIBILITY STUDY, Client shall pay to GRA the additional sum of Two Thousand Dollars (\$2,000.00) within ten (10) days of GRA delivery of the final GOLF FACILITY FEASIBILITY STUDY report (Phase I—Feasibility Analysis and Phase II—Site Analysis) as described within the attached "GRA Consulting Services Proposal."

Should Client elect to continue the project with the preparation of Phase III—Contract Development Negotiations, the payment of fees and expenses are to be made to GRA in the following manner:

- A. Client shall pay to GRA the sum of One Thousand Five Hundred Dollars (\$1,500.00) within ten (10) days of GRA's submission of a draft copy of a "Request for Proposal" as described within the attached "GRA Consulting Services Proposal."

- B. Client shall pay to GRA the additional sum of Eight Hundred Dollars (\$800.00) within ten (10) days of GRA's submission of written evaluation of developer/operator proposals as described within the attached "GRA Consulting Services Proposal."
- C. Client shall pay to GRA the additional sum of One Thousand Dollars (\$1,000.00) within ten (10) days of GRA's submission of written evaluation of developer/operator presentations as described within the attached "GRA Consulting Services Proposal."

■ Professional Fees and Expenses

GRA professional fees for consulting services pertaining to project research and preparation of a written report and other services, as described and proposed herein, include all project related fees and expenses.

Included in project expenses are: GRA travel expenses; acquisition of market area, state, and regional population and demographic data; tabulation and evaluation of research data; preparation of data graphics; word processing; preparation of an interim draft report; preparation of two (2) bound copies of a final report; preparation and distribution of 10 final copies of a facility development and operational proposal (additional requests to be fulfilled to prospective proposers at a cost of \$50.00).

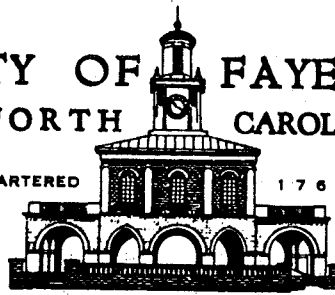
A. Project Professional Fees/Expenses:

1. Preparation of Feasibility Analysis:	\$5,500.00
2. Preparation of Site Analysis:	\$1,000.00
3. Contract Development Negotiations:	<u>\$3,300.00</u>
4. Total Project Professional Fees/Expenses:	<u>\$9,800.00</u>

- B. Alterations to Proposed Scope of Work: If, following GRA initiation of the agreed upon "Scope of Work," the City should alter the "Scope of Work," GRA will provide the City with written notification of the dollar amount of any changes to fees or expenses prior to the commencement of the requested changes.

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



CITY MANAGER

FAYETTEVILLE, NC 28301-5537

433 HAY STREET

December 16, 1992

MEMORANDUM

TO: Roger L. Stancil, Deputy City Manager

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

FROM: David M. Nash, Annexation Studies Coordinator *DAN*

SUBJECT: Agenda Items - Two Annexations To Eliminate Gap in City Limit Line

On December 7, 1992, the City Council adopted ordinances annexing the Southland Pines Tract 1 and Tract 2 areas. These annexations will be effective on December 31, 1992. As shown on Map 1 - Vicinity Map which is attached, these two annexations will create a gap in the City limit line.

There are two properties located within this gap. One property is owned by Trinity Baptist Church. This property, which is located behind the Church's new sanctuary building, is mostly vacant. However, it appears that a storage building is located on the northern side of the property. Also a CP&L transmission line dissects the property. According to a church official, the Church might use this property in the future for a parking lot or an additional building.

The second property is owned by the City (i.e., the Public Works Commission). This parcel, which is vacant, is a very small triangular parcel located southeast of an existing PWC substation.

In order to eliminate this gap, the two properties need to be annexed. I have contacted the officials of Trinity Baptist Church and explained that the City would like for the Church to submit a petition requesting annexation of their property. The Church has complied with our wishes and has submitted a petition. I have contacted Tom McNeill of the PWC Right-of-Way Department regarding the possibility of annexing the PWC property. Mr. McNeill stated that the PWC staff would have no objection to the annexation of the PWC parcel.

There are two separate annexation procedures we need to follow. To annex the Church property, we need to follow the annexation petition process. To annex the City property, we need to follow the process for annexation of City-owned property.

annex-99

An Equal Opportunity
City of



Affirmative Action Employer
Dogwoods

ITEM 6. A. & B.

The following schedule is proposed for each property:

<u>Date</u>	<u>Church Property</u>	<u>City Property</u>
December 21	■ Resolution Directing Clerk To Investigate Sufficiency of Petition	■ Resolution of Intent (Set Public Hearing for January 19)
January 4	■ Certify Sufficiency of Petition ■ Resolution Fixing Date of Public Hearing (set for January 19)	
January 19	■ Hold Public Hearing ■ Adopt Ordinance	■ Hold Public Hearing ■ Adopt Ordinance
January 31	■ Proposed Effective Date	■ Proposed Effective Date

Staff Recommendation - The City staff recommends that the City Council begin the annexation process for both areas. For the church-owned property, the staff recommends that the City Council adopt the attached Resolution Directing the Clerk to Investigate the Sufficiency of a Petition. For the City property, the staff recommends that the City Council adopt the attached Resolution of Intent. (The recommended public hearing date is January 19.)

DMN/kbl

Attachments

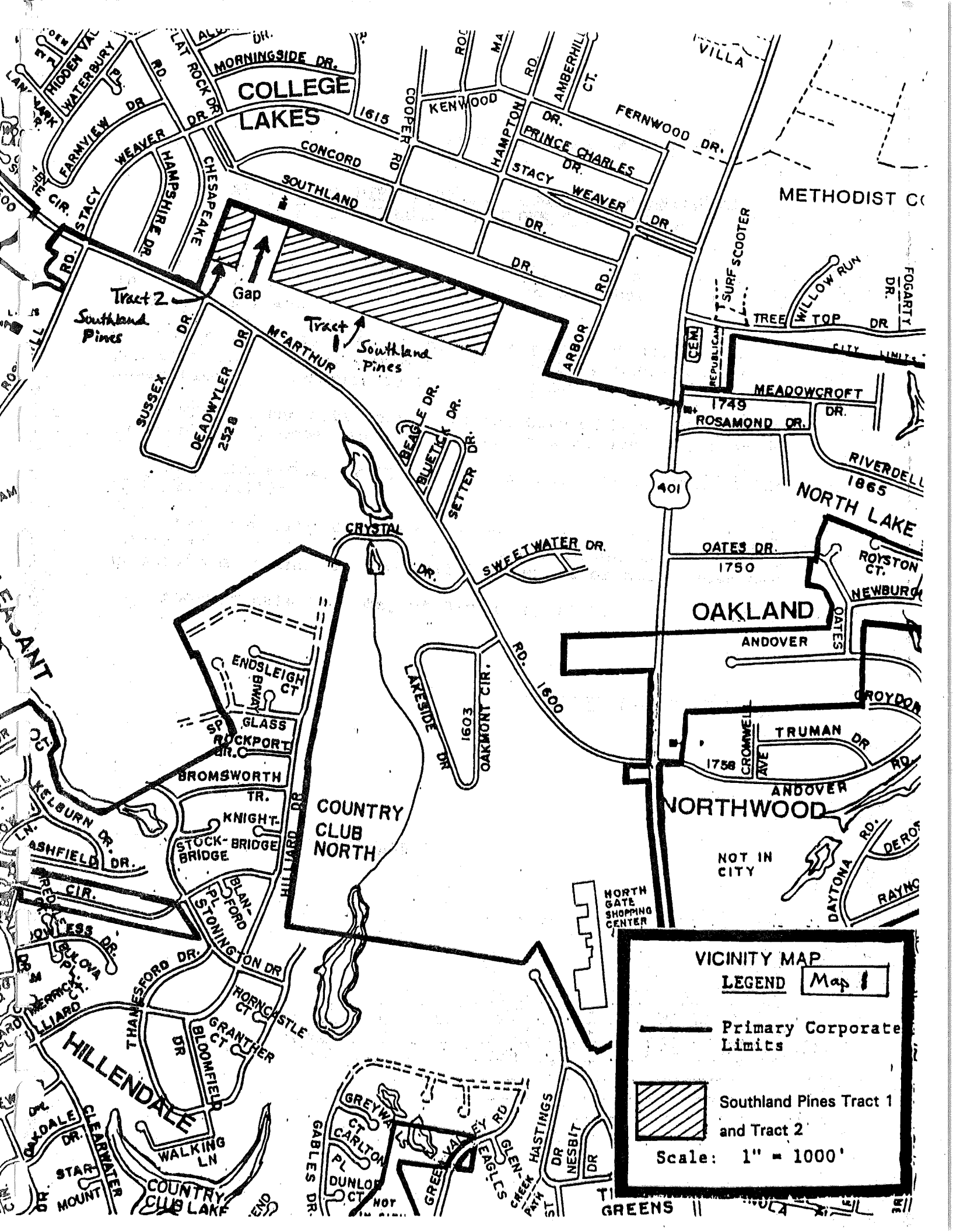
Map #1 - Vicinity Map

Trinity Baptist Church Property

1. Copy of Annexation Petition
2. Copy of map submitted with petition
3. Resolution Directing Clerk to Investigate a Petition Received Under G.S. 160A-31

City Property (PWC Property)

1. Resolution of Intent
2. Legal Description Map



Received 11-30-92

PETITION REQUESTING ANNEXATION
(CONTIGUOUS AREA)

Date November 25, 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:

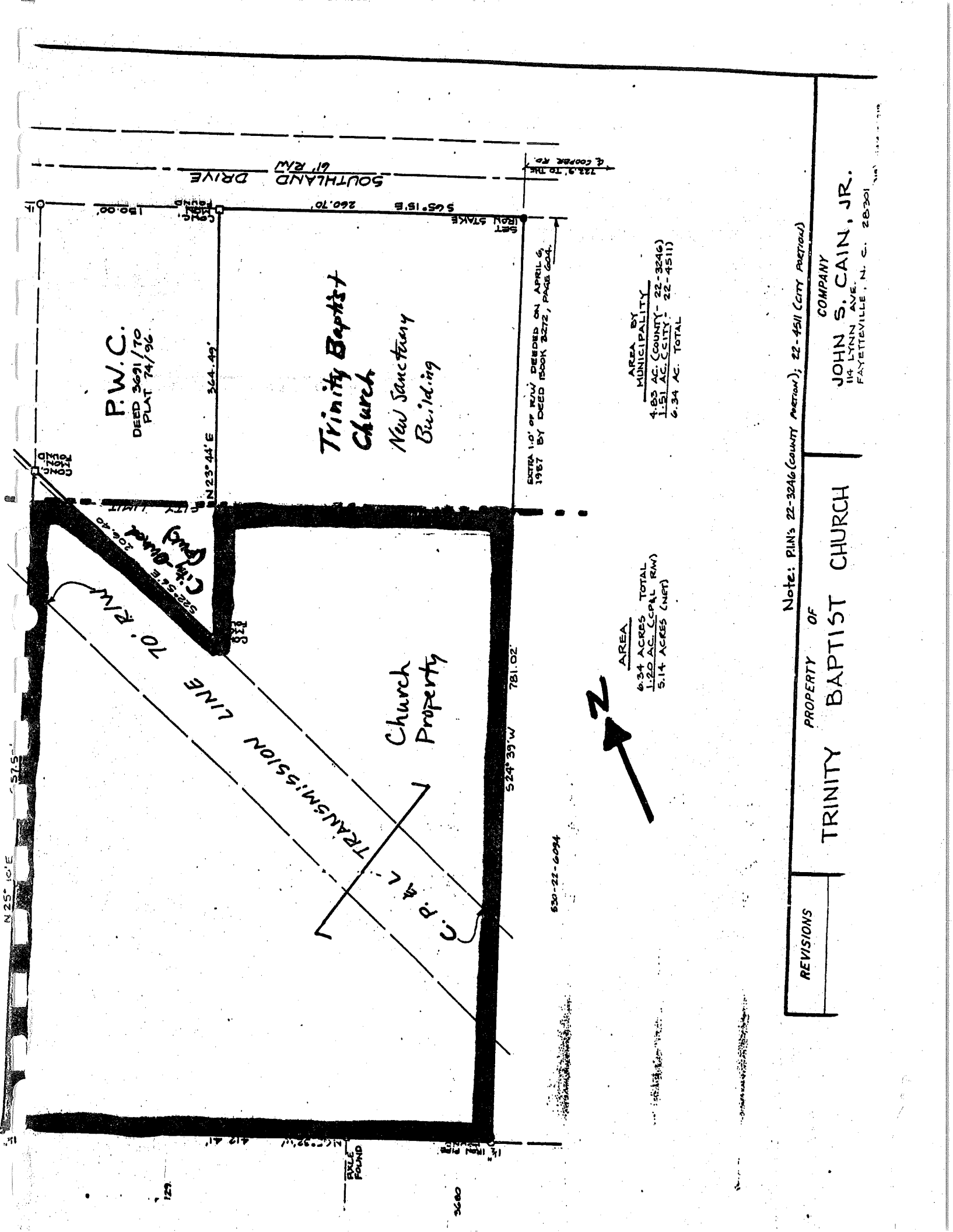
(Insert Metes and Bounds Description of Boundaries)

Parcel Identification Number: 0530.17-22-3104
Owned by Trinity Baptist Church

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>Wm. P. Perry</i> *	107 Grand Avenue, City
2. <i>Dr. C. D. ...</i> *	3005 Pathway CT, City
3. <i>Wm. P. ...</i> *	313 ... City
4. <i>...</i> *	48 ... City
5.	
6.	
7.	

*Trustee's of Trinity Baptist Church



Note: PIN's 22-3246 (COUNTY METERS); 22-4511 (CITY METERS)
 PROPERTY OF
 TRINITY BAPTIST CHURCH
 COMPANY
 JOHN S. CAIN, JR.
 114 LYNN AVE.
 FAYETTEVILLE, N. C. 28301

REVISIONS



SCALE FOUND

3600

PROPERTY OF TRINITY BAPTIST CHURCH
(LOCATED SOUTH OF SANCTUARY BUILDING)

**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-31**

WHEREAS, a petition requesting annexation of an area described in said petition has been received on December 21, 1992, by the City Council; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Fayetteville deems it advisable to proceed in response to this request for annexation;

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

That the City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the City Council the result of her investigation.

ADOPTED this 21st day of December, 1992.

J. L. Dawkins, Mayor

ATTEST:

Bobbie A. Joyner, City Clerk

CITY PROPERTY (PWC PROPERTY)
VACANT LAND LOCATED SOUTH OF SOUTHLAND DRIVE,
SOUTHEAST OF EXISTING PWC SUBSTATION

**RESOLUTION STATING THE INTENT OF THE FAYETTEVILLE CITY COUNCIL
TO ANNEX PROPERTY OWNED BY THE CITY
WHICH IS CONTIGUOUS TO THE EXISTING MUNICIPAL BOUNDARIES**

BE IT RESOLVED by the City Council of the City of Fayetteville that:

Section 1. It is the intent of the City Council, pursuant to G.S. 160A-31(g), to annex the property described in Section 2, which is owned by the City of Fayetteville.

Section 2. The legal description of the property is as follows:

BEGINNING at the southeast corner of the Public Works Commission, City of Fayetteville, North Carolina property as shown in Plat Book 74, Page 96, Cumberland County Registry; said point being the intersection of the eastern line of the aforementioned property with the northern right-of-way of Carolina Power and Light transmission line easement and running thence with said easement line North 22 degrees 56 minutes West 166.4 feet to a point in the existing City Limit Line established by annexation 84-7-290 dated July 21, 1984 with an effective date of August 31, 1984; and running thence with the City Limit Line South 67 degrees 15 minutes East 121.07 feet to the eastern line of the aforesaid Public Works Commission property; thence with said property line South 23 degrees 44 minutes West 111.48 feet to the point of Beginning...contains 0.155 acres more or less.

Section 3. The property described in Section 2 is contiguous to the current municipal boundaries.

Section 4. A public hearing on the question of annexation will be held at City Hall Council Chambers at 7:00 p.m. on January 19, 1993.

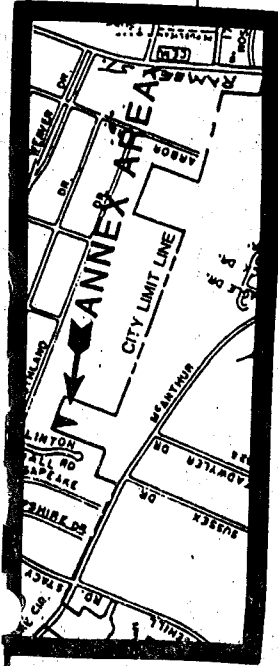
Section 5. The Clerk shall publish notice of the public hearing once in the Fayetteville Observer-Times at least 10 days prior to the date of the public hearing.

Adopted this 21st day of December, 1992.

J. L. Dawkins, Mayor

ATTEST:

Bobbie A. Joyner, City Clerk



VICINITY MAP

CONCO DRIVE

SOUTHLAND DRIVE

PWC SUBSTATION

ANNEX 84-07-290 (7-21-84)

C.P. & L. EASEMENT & TRANSMISSION LINES

PWC PROPERTY

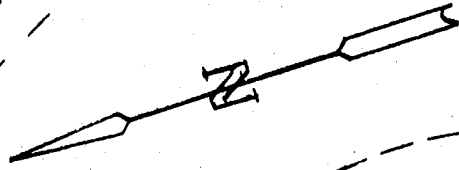
TRINITY BAPTIST CHURCH PROPERTY

ANNEX 92-12-368 (12-07-92)

LINTON HALL ROAD

SILVER OAKS DRIVE

LARCHMONT ROAD



121.07'
 S 67° 16' E
 111.48'
 111.48'
 S 23° 44' W
 111.48'
 111.48'
 111.48'
 111.48'
 111.48'
 111.48'

CITY LIMIT LINE

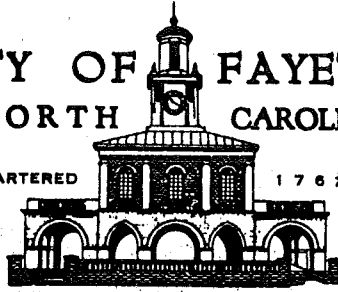
CITY LIMIT LINE

CITY OF FAYETTEVILLE	
ENGINEERING DEPARTMENT	
PROPOSED ANNEXATION	
City (PWC) Property S.E. of PWC Substation	
0.15 Acre	
DATE	DRAWN BY
SCALE 1"=100'	CK'D BY
	D.M.N.

FIELD BK:

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



CITY MANAGER


FAYETTEVILLE, NC 28301-5537

433 HAY STREET

DECEMBER 16, 1992

MEMORANDUM

TO: John P. Smith, City Manager

FROM: Roger L. Stancil, Deputy City Manager 

RE: Offer to Purchase Property at 701-703 Hay Street

Attached is an offer from Dawn C. and William M. Hester to purchase this property for \$22,500. Please note that a condition of this offer is an agreement to move the "Historic MacPherson House" to this property and to have portions of the house available for bed and breakfast purposes.

The City bought this property in 1981 for \$44,400 to extend Hillside Avenue. Once a decision was made not to extend that street, we advertised the lot for sale without receiving an acceptable offer. Although the current offer is less than its 1982 appraised value of \$65,000, it does offer the potential for positive development and a return of this property to the tax books. We recommend advertising this offer for upset bids.

RLS:ssm

Attachment

An Equal Opportunity
City of



Affirmative Action Employer
Dogwoods

ITEM

7

FOUNTAINHEAD LANE

HAY STREET

336'

S 76° 15' 49" E → 118.85 COMP.
← WESTWARDLY 122.33 DEED

(EASTWARDLY)
DEED
S 65° 51' 37" E
48.02
COMPUTED

N 09° 51' E →
79.67

N 18° 18' E →
119'

21,861.92 sq.ft.

182'
← S 15° 00' W
182'
DUPONT ALLEY, ESMT.
DB 2031 PG 133
← S 19° 30' W
185'



120±
← N 84° 00' W

34.4
← N 58° 00' W

CITY OF FAYETTEVILLE
ENGINEERING DEPARTMENT

CITY OF FAYETTEVILLE
DB 2842 PG 754

REVISION DATE: BY:

SCALE: 1" = 40' DRAWN BY: D. G. G.
DATE: 3-22-88 CK'D BY:

FIELD BK.

NOTICE OF SALE OF CITY-OWNED PROPERTY

NOTICE IS HEREBY GIVEN that Dawn C. and William M. Hester, have made an offer of \$22,500.00 and other valuable consideration to the City of Fayetteville to purchase a vacant tract of land identified as Tax Parcel Nos.: 0437-10-25-9069 and 0437-10-35-0029. The property offered for purchase is recorded in Deed Book 2842, Page 754, Cumberland County Registry, and is more particularly described as follows:

On the South Side of Hay Street, in the City of Fayetteville, on Haymount Hill, at an iron pipe driven in the ground at a point 122 feet 4 inches from the intersection of the western margin of an alley way with the southern margin of Hay Street (said beginning point being an agreed one - see Book 197, Page 95) and running thence South 09 degrees 51 minutes West 79 feet 8 inches to an iron pipe driven in the ground; thence South 18 degrees 18 minutes West 119 feet to another iron pipe driven in the ground, the same being at the southwest corner of the lot conveyed to J. F. Gilmore by Florrie W. Green by deed registered in the Office of the Register of Deeds of Cumberland County in Book G, No. 9, Page 130; thence South 84 degrees East about 120 feet to a stake formerly called Royal's or Rice's corner, later George M. Rose's corner; thence with the western edge of said alley North 15 degrees East 182 feet to the southern margin of Hay Street; thence with the southern margin of Hay Street westwardly 122 feet and 4 inches to the beginning, and being the same land described in a deed dated October 9, 1980 from William M. Joyner and wife, Barbara A. Joyner, conveying a one-half undivided interest to Winnie J. Bedsole and recorded in Book 2789, Page 797, Cumberland County, North Carolina Registry. See also deed recorded in Book 2672, Page 511 and Deed Book 2834, Page 214, Cumberland County Registry for further history of title.

This conveyance is subject to all easements and rights-of-way of record.

Additional terms of the offer to purchase to be satisfied by the purchaser as follows:

1. The purchase price is to be paid at closing in cash.
2. Buyer agrees to move to the aforementioned property, the personal property known as the "Historic MacPherson House" presently located at 632 McPherson-Church Road, Fayetteville, North Carolina and within thirty (30) days from the date of closing. The MacPherson House will become the permanent residence of the Buyer.

3. The Buyer agrees to have portions of the house available for Bed and Breakfast purposes.

The offer of purchase may be seen in the Office of the Real Estate Division, Community Services Department, Room 323, City Hall, 433 Hay Street, Fayetteville, NC 28301.

Anyone interested in purchasing said property may do so by filing with the City Clerk within ten (10) days of the publication of this notice an upset bid of not less than 10 (10%) percent of the first \$1,000.00 and 5 (5%) percent of the remainder of the offer. Any upset bid must be in writing, signed by the bidder, and accompanied by a 5 percent deposit in cash, certified check, cashier's check or bid bond. The sale is a cash sale and any deposit is forfeited if its offer or upset bid is withdrawn.

The City Council reserves the right at any time to reject any and all offers or upset bids.

CITY OF FAYETTEVILLE

BY:

Publish: December 26, 1992

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT made and entered into this ____ of _____, 1992, by and between: William M. and Dawn C. Hester as Buyer, hereby agrees to purchase and The City of Fayetteville. as Seller, hereby agrees to sell and convey, all that plot, piece or parcel of land described below, together with all improvements located thereon and such personal property as is listed below (the real and personal property are collectively referred to as "the Property"), in accordance with the following terms and conditions:

SECTION I. REAL PROPERTY:

Located in the City of Fayetteville, County of Cumberland, State of North Carolina, being known as and more particularly described as: Street Address: 701 Hay Street- vacant lot
703 Hay Street- vacant lot

SECTION II. PERSONAL PROPERTY:

None

SECTION III. PURCHASE PRICE:

The purchase price is \$22,500.00 (twenty two thousand five hundred dollars and no cents) and shall be paid as follows:

(a) \$1,150.00 (one thousand one hundred fifty dollars and no cents), as a bid bond paid by certified check with the delivery of this contract, to be held in escrow by City of Fayetteville, as its agent, until the sale is closed, at which time it will be credited to Buyer, or until this agreement is otherwise terminated and it is disbursed in accordance with this agreement.

(b) \$21,350.00 (twenty one thousand three hundred fifty dollars and no cents), the balance of the purchase price in cash at closing.

SECTION IV. SPECIAL CONDITIONS:

(a) Buyer agrees to move to the aforementioned property, the personal property known as the "Historic MacPherson House" presently located at 632 McPherson Church Road, Fayetteville, North Carolina and within 30

days from the date of closing. The MacPherson House will become the permanent residence of the Buyer.

(b) The buyer agrees to have portions of the house available for Bed and Breakfast purposes.

SECTION V. ASSESSMENTS:

Seller warrants that there are no encumbrances or special assessments, either pending or confirmed, for sidewalk, paving, water, sewer or other improvements on or adjoining the Property.

SECTION VI. OTHER PROVISIONS AND GENERAL CONDITIONS:

1. BID DEPOSIT: In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this contract by Seller, then the Bid Deposit shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such forfeiture and shall not affect any other remedies available to Seller for such breach. If the breach or failure to perform is on the part of the Buyer, the Bid Deposit shall be returned less the cost of advertising.

2. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and adjusted between the parties or paid at closing:

(a) The 1993 taxes, penalties, etc., shall be prorated and proportional between parties, effective date of closing.

3. FIRE OR OTHER CASUALTY: The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller.

4. GENERAL CONDITIONS:

(a) The Property must be substantially the same condition at closing as on the date of this offer.

(b) All deeds of trust, liens and other charges against the property, not assumed by Buyer, must be paid and canceled by seller prior to or at closing.

(c) Title must be delivered at closing by general

deed and must be fee simple marketable title, free of all encumbrance except ad valorem taxes for the current year, utility easements and unviolated restrictive covenants that do not materially affect the value of the Property and such other encumbrances as may be assumed or specifically approved by Buyer. The subject Property must have legal access to a public right-of-way.

5. CLOSING EXPENSES:

(a) Seller shall pay for the preparation of a deed and for the revenue stamps required by law; buyer shall pay for recording the deed.

(b) Seller agrees to furnish buyer with a certified survey of property dated within 30 (thirty) days of closing. Providing true and marked irons and a property map showing meets and bounds, easements, encroachments, public rights of way, etc.

6. EVIDENCE OF TITLE:

Seller agrees to exercise its efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to" title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the real and personal property described above.

7. ASSIGNMENTS:

This contract may not be assigned without the written agreement of all parties, but if the same is assigned by agreement, then the same shall be binding on the assignee and his heirs.

8. PARTIES:

This contract shall be binding and shall inure to the benefit of the parties and their heirs, successors and assigns. The Provisions herein contained with respect to promissory notes and deeds of trust shall be binding upon and shall inure to the benefit of all parties to the same as well as subsequent owners of the Property and the said notes and deeds of trust. As used herein words in the singular include the plural and masculine includes the feminine and neuter genders, as appropriate.

9. SURVIVAL:

Any provision herein contained which by its nature and effect if required to be observed, kept or performed after the closing shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

10. ENTIRE AGREEMENT:

Buyer acknowledges that he has inspected the above-described property. This contract contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.

SECTION VII. CLOSING:

All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title within 30 (thirty) days from the acceptance of the offer to purchase on a particular date agreeable to both parties and at a place designated by Seller. Deed is to be made to: Dawn C. and William M. Hester.

SECTION VIII. POSSESSION:

Possession shall be delivered at time of closing: in the event that Buyer has agreed that possession is not delivered at closing, then Seller agrees to pay to Buyer the sum of \$50.00 per day to and including the date that possession is to be delivered as above set forth.

SECTION IX. COUNTERPARTS:

This Offer shall become a binding contract when signed by both Buyer and Seller and is executed in two counterparts with executed counterparts being retained by each agent hereto.

Date of Offer: December 2, 1992

Date of Acceptance: _____

I hereby acknowledge receipt of the bid bond herein set forth in accordance with the terms hereof.

Date _____

Agent/Firm _____

By: _____

SELLER: CITY OF FAYETTEVILLE

(SEAL)
City Manager

ATTEST:

(SEAL)
Bobbie A. Joyner, City Clerk

BUYER:

Dawn C. Hester

Dawn C. Hester

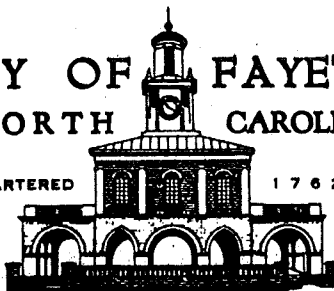
William M. Hester

William M. Hester

Handwritten text, possibly bleed-through from the reverse side of the page, running vertically along the right edge.

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



CITY MANAGER

FAYETTEVILLE, NC 28301-5537

433 HAY STREET

DECEMBER 16, 1992

MEMORANDUM

TO: John P. Smith, City Manager

FROM: Roger L. Stancil, Deputy City Manager *RLS*

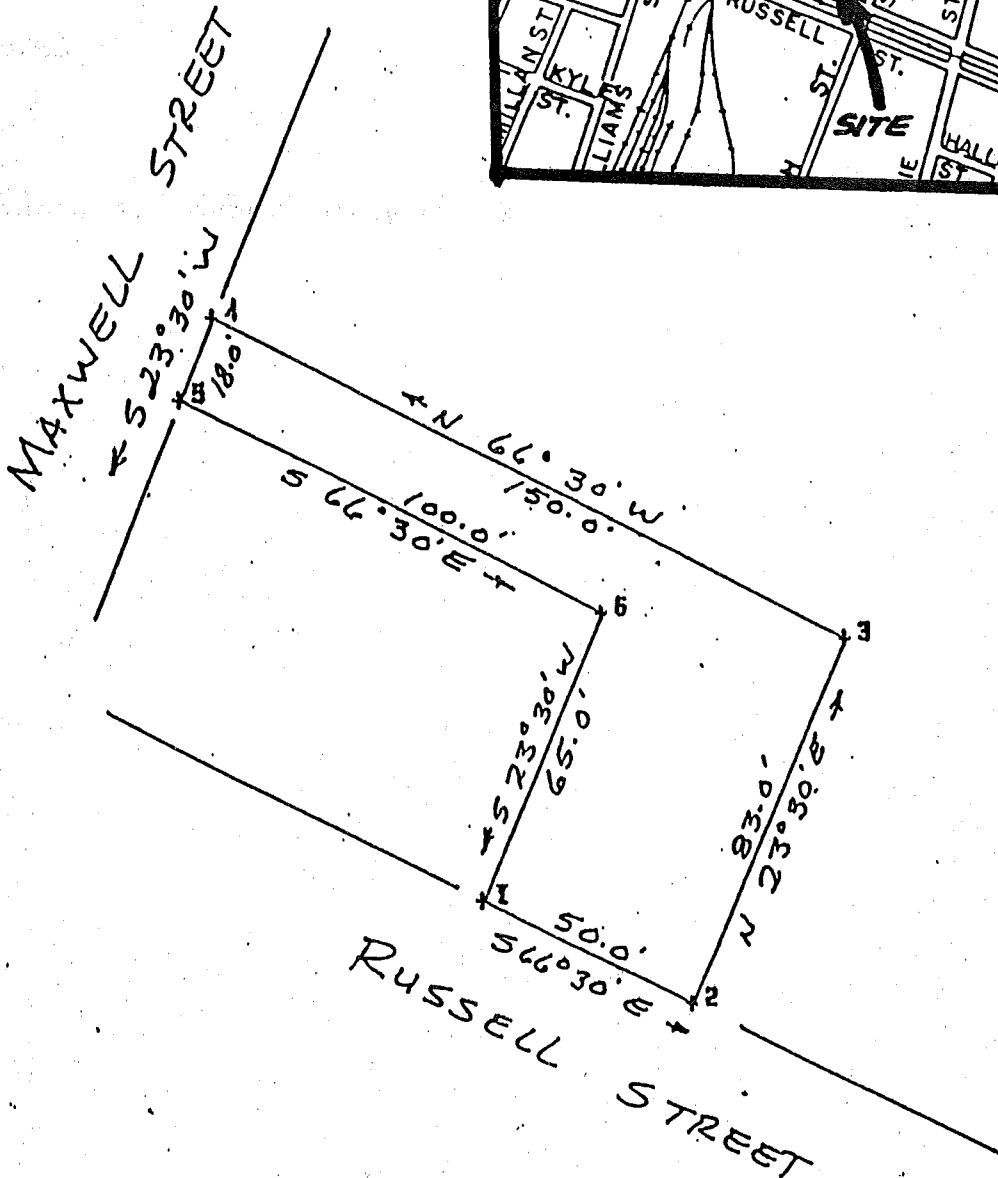
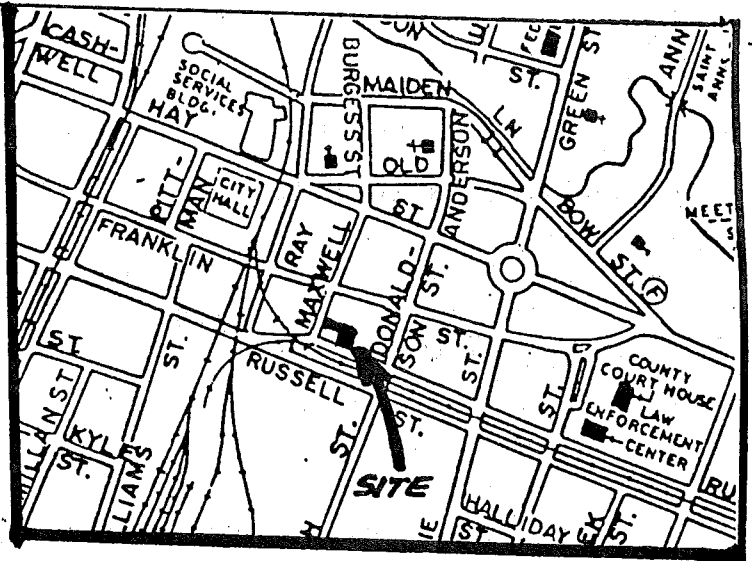
RE: Offer to Purchase Property

Council recently authorized the advertising of an offer to purchase City property surrounding 159 Maxwell Street under the upset bid procedure. It took some time for us to put together the appropriate information for the ad. Once the ad went to the newspaper, it was lost. As a result, the ad did not run until December 17.

The offeror needs to purchase 159 Maxwell Street before the end of the year and his purchase of that property is dependent upon being able to purchase the City property surrounding it. Because the extended period of advertising was not his fault, because Council will not meet again this year, and because we believe development of this property is positive for downtown development, I recommend that Council authorize the sale of this property on the conditions offered if, at the end of ten days advertising, no upset bids are received. If upset bids are received, the item would be placed on the agenda for the first meeting in January.

RLS:ssm





5,950.00 SF



CITY OF FAYETTEVILLE, N.C.
ENGINEERING DEPARTMENT

CITY PROPERTY
DB 2035, PG 621

REVISION	
DATE	BY

DATE 5-30-91 DRAWN BY GG
SCALE 1"=40' CK'D BY

FIELD DK

**RESOLUTION AUTHORIZING THE SALE OF
CITY OF FAYETTEVILLE PROPERTY**

WHEREAS, the City of Fayetteville owns certain real property more particularly described as follows:

BEGINNING at a point in the northern margin of West Russell (formerly Mumford) Street in the City of Fayetteville, 100 feet east of Maxwell, the southeast corner of the lot conveyed by Walter Watson and wife to John H. Culbreth by deed of 16 December, 1902, of record in book Q#5, Page 11, and running thence with said West Russell Street South 66.50 degrees East 50 feet to an iron stake; thence North 23.50 degrees East 83 feet to an iron stake; thence North 66.50 degrees West 150 feet to the eastern margin of Maxwell Street; thence with it South 23.50 degrees West 18 feet to the northwest corner of the Culbreth lot aforesaid; thence with the line of it South 66.50 degrees East 100 feet to the other corner; thence South 23.50 degrees West 65 feet to the Beginning, and being the lot conveyed by Walter Watson and wife to J. H. Culbreth and Leighton Huske, partners, trading as John H. Culbreth & Company, by deed of 16 August, 1905, of record in Book "B" #6, Page 174, registry of said County of Cumberland.

Being the same property conveyed from Leighton Huske and wife, Caroline G. Huske, to Noel Paton and wife, Lucille Culbreth Paton, dated 25 January, 1937, recorded in Book 398, Page 10, Cumberland County Registry.

For further title reference see Will of Noel Paton, Book of Wills R, Page 587. Jane Paton Bradsher, Patricia Paton Holt, Kathryn Paton Tomlinson and Lucille Paton Boatwright are all of the heirs of Lucille Culbreth Paton who died intestate November 16, 1957. Lucille Culbreth Paton was the sole owner of an undivided two-thirds interest in the above described property at her death, the remaining one-third interest being owned by Noel E. Paton and wife, Lucille Culbreth Paton under the deed referred to above.

AND WHEREAS, Karl Legatski, representing Culbreth Partners, has made an offer to the City of Fayetteville to purchase said property for the sum of \$1,000.00;

AND WHEREAS, a summary of the terms of the offer to purchase to be satisfied by the purchaser are as follows:

1. The purchase price is to be paid at closing in cash.
2. Purchase of building located at 159 Maxwell Street, repair of same as stipulated below:
 - a. Repair roof and floor structural systems within sixty (60) days of date of closing of purchase of building.
 - b. Other repairs as stipulated in inspection report made by Building Inspector and Fire Marshall dated October 26, 1992. A copy of this report is available in the Office of the Fire Marshall and/or Office of City Building Inspector.
3. Obtain special-use permit if occupancy remains as is.

AND WHEREAS, said offer was duly advertised pursuant to N.C.G.S. Section 160A-269 and no upset bids were received;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Fayetteville that said offer to purchase as set forth herein and more fully described in the written offer to purchase dated November 23, 1992, is hereby accepted and that said property shall be conveyed to Culbreth Partners for the sum of \$1,000.00.

Approved, this the 21st day of Dec., 1992
~~ADOPTED~~, this the 21st day of December, 1992.

CITY OF FAYETTEVILLE

By: _____

J. L. Dawkins, Mayor

ATTEST:

Bobbie A. Joyner, City Clerk

CULBRETH PARTNERS
159 Maxwell Street
Fayetteville, NC 28301

November 23, 1992

Mr. Roger Stancil
Assistant City Manager
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

Dear Mr. Stancil:

The tenants of the building at 159 Maxwell Street (corner of Maxwell and Russell) are in the midst of forming a partnership, tentatively called Culbreth Partners, and negotiating to purchase the property at that address. I am one of the five tenants and serve as spokesman for the partnership group. As I have explained to you in my letter of November 11 on this same topic, we would like to purchase the parking lot that is owned by the City and is contiguous with the building on its northerly and easterly sides. We are offering \$1,000 for the lot, and an earnest money deposit in the form of a cashier's check for \$50 is enclosed with this letter.

As a condition of this sale, Culbreth Partners will purchase the building at 159 Maxwell and restore it as soon as possible to bring it into conformance with applicable City Codes. Our offer to purchase the building has been accepted orally by the present owner, and we anticipate closing the sale on or about December 16. In the meantime we will be finalizing our partnership agreement, obtaining a Special Use Permit so that we can legally continue the present use of the building (this application has already been submitted), completing the design and obtaining the permit for the structural repairs to the building, and, hopefully, consummating the purchase of the parking lot.

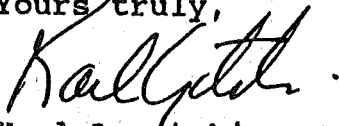
Assuming that closing takes place on or about December 16, we propose to complete the structural and roof repairs within 60 days. We will also begin work on the seven (7) items listed in the Deputy Fire Marshall's letter of October 26, 1992, which we understand to be the complete list of improvements needed in order to bring the building into compliance with Code. Specifically, within this first 60 days, we will complete items 1, 2, and 4 on that list.

The remaining items on the list will take longer because they necessarily must be accomplished in sequence after the structural repairs are completed. After the structural repairs, we will first have to replace the flooring and build a second set of

stairs and means of egress from the building. The occupants will next rearrange their equipment in order to make use of the new space. As part of this relocation, we will correct all electrical problems brought to our attention by the Electrical Inspector. The improvements needed in the spray booth will be accomplished as part of the electrical work. After all woodworking equipment is relocated, we plan to install a ventilation and sawdust collection system so that we can continue to use the existing suspended gas heater. We ask that you allow us 120 days after the structural repairs are done to complete all of this work.

If you have any questions about the terms of our offer, please call me at 867-8675.

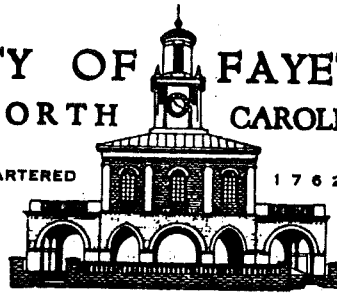
Yours truly,



Karl Legatski
\bldg3

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

December 15, 1992

MEMORANDUM

TO: John P. Smith, City Manager

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

REFERENCE: NCDOT Requested Speed Limit Revisions
(1) Bragg Boulevard (CBD Loop to Glenville Avenue)
(2) Whitfield Street (Robeson Street to Southern Avenue)

The North Carolina Department of Transportation has requested City Council to concur with increasing the speed limit on both of these streets to 45 miles per hour. We have performed spot speed studies on both streets.

Bragg Boulevard: From CBD Loop to Glenville Avenue.

The posted speed limit on this street is 35 miles per hour. The 85th percentile speed we observed during our spot speed study was 42 miles per hour. We have observed periodic enforcement of the existing 35 miles per hour speed limit by Fayetteville Police Department. The Manual on Uniform Traffic Control Devices would recommend the speed limit on this street be posted at either 40 or 45 miles per hour. Based on this study and our 1990 review of Bragg Boulevard, we would recommend adoption of the enclosed ordinance to increase the speed limit on Bragg Boulevard to 45 miles per hour between Glenville Avenue and Ames Street.

Whitfield Street: From Robeson Street to Southern Avenue.

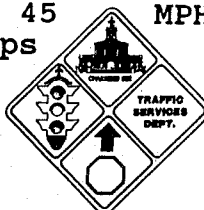
The posted speed limit on this street is 35 miles per hour. The 85th percentile speed observed on this street during our spot speed study was 35 miles per hour. Based on this spot speed study and the existence of two railroad crossings on Whitfield Street between Robeson Street and Camden Avenue, we would not recommend increasing this speed limit to 45 miles per hour.

LAC/psc

Enclosures

Ordinance - Bragg Boulevard 45 MPH, NCDOT Request,
Memo to Jimmy Teal, Area Maps

An Equal Opportunity



Affirmative Action Employer

ITEM 9



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. This ensures that the financial statements are reliable and can be audited without issue.

Furthermore, it is noted that the accounting system should be designed to be user-friendly and efficient. This allows staff to enter data quickly and accurately, reducing the risk of errors. Regular training and updates are essential to keep the system current and effective.

In addition, the document highlights the need for a strong internal control system. This includes separating duties between different departments to prevent fraud and ensure that all assets are properly protected. Regular reconciliations and audits are also crucial for identifying any discrepancies early on.

The second part of the document focuses on the financial reporting process. It details the steps involved in preparing the monthly financial statements, from gathering data to final review and approval. It also discusses the importance of providing clear and concise reports to management, highlighting key trends and areas for improvement.

Finally, the document concludes by stressing the role of the accounting department in providing valuable insights into the company's financial health. By analyzing the data and providing timely reports, accountants can help management make informed decisions that drive the company's success.

Overall, the document serves as a comprehensive guide for anyone involved in the accounting process, offering practical advice and best practices to ensure accuracy and efficiency.

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

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

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

There is hereby rescinded from said schedule the following:

45 Miles Per Hour Speed Limit

Bragg Boulevard (NC 24) From Glenville Avenue to the
western corporate limit.

There is hereby added to said schedule the following:

45 Miles Per Hour Speed Limit

Bragg Boulevard (NC 24) From the west city limits
of Fayetteville at US 401
Bypass eastward to
Ames Street.

This ordinance shall be in full force and effective
January 1, 1993.

ADOPTED this the 21st day of December 1992.

CITY OF FAYETTEVILLE

BY: _____
J. L. Dawkins, Mayor

ATTEST:

Bobbie A. Joyner, City Clerk



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

P. O. Box 1150
Fayetteville, North Carolina 28302
November 19, 1992

JAMES G. MARTIN
GOVERNOR

DIVISION OF HIGHWAYS

THOMAS J. HARRELSON
SECRETARY

WILLIAM G. MARLEY, JR., P.E.
STATE HIGHWAY ADMINISTRATOR

Ref: Fayetteville
Cumberland County

Mr. Louis A. Chalmers, P.E.
City Traffic Engineer
433 Hay Street
Fayetteville, North Carolina 28301-5797

Dear Mr. Chalmers:

Attached are certificate forms declaring certain modifications to the speed limits on state system streets in Fayetteville, Cumberland County.

Please present our recommendations to your City Council for their consideration and for enactment of the appropriate municipal ordinances. Upon enactment, please execute the certificate forms and return the original form to Mr. E. R. Goff, Division Traffic Engineer, P.O. Box 1150, Fayetteville, North Carolina 28302.

If further information is required, please contact me at 919-486-1493.

Yours very truly,

W. F. Rosser, P.E.
DIVISION ENGINEER

By: E. R. Goff
DIVISION TRAFFIC ENGINEER

WFR:ERG:la
Attachment
c Division File

CERTIFICATION OF MUNICIPAL ORDINANCE DECLARING SPEED LIMIT MODIFICATIONS AND REQUEST FOR CONCURRING ORDINANCE BY DEPARTMENT OF TRANSPORTATION:

I, _____, Clerk of the _____ City _____ of _____ (City) (Town)

_____ Fayetteville _____, do hereby certify that the _____ (Governing Body)

of the _____ duly enacted on the _____ day of _____, (City) (Town)

19__ an ordinance based upon an engineering and traffic investigation pursuant to authority granted by G. S. 20-141 (f) declaring the following speed limit modifications as set forth below on the following described portion of a State Highway System Street:

Declare the Following Speed Limit

<u>Speed Limit</u>	<u>Ordinance Number</u>	<u>Description</u>
<u>45</u>	<u>250200162</u>	<u>NC 24 from the west city limits of Fayetteville at US 401 Bypass eastward to US 401 Business (CBD Loop).</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Rescind the Following Speed Limit

<u>Speed Limit</u>	<u>Ordinance Number</u>	<u>Description</u>
<u>45</u>	<u>250200010</u>	<u>Bragg Boulevard (NC 24) from Glenville Avenue to the western corporate limit.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

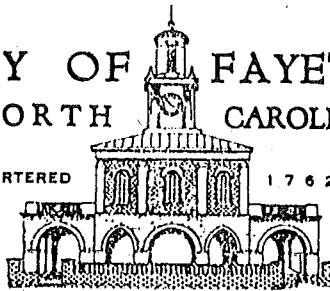
said ordinance to become effective upon adoption of the Department of Transportation of a concurring ordinance and the erection of signs giving notice of the authorized speed limit; that said ordinance is recorded in Minute Book _____ at page _____.

In witness whereof, I have hereunto set my hand and the seal of the _____
of _____, this _____ day of _____,
19 _____.

(Seal)

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

November 20, 1992

MEMORANDUM

TO: Jimmy Teal, Assistant City Manager - Planning/Development

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

REFERENCE: Bragg Boulevard Speed Limit

Enclosed are copies of City Council Minutes and Agenda items from March, 1990, requested by Mayor Pro Tem Blackwell, including consideration of increasing the speed limit on Bragg Boulevard to 45 m.p.h. between Glenville Avenue and Ames Street.

This item could be placed on a future Council Agenda by request from Mayor Pro Tem Blackwell or any citizen.

Please call if you have any questions regarding this information.

LAC/psc

Enclosures

An Equal Opportunity



Affirmative Action Employer

EX

FAYETTEVILLE CITY COUNCIL
REGULAR MEETING
CITY HALL COUNCIL CHAMBERS
MONDAY TUESDAY, MARCH 19, 1990
7:00 P.M.

Present: Mayor J. L. Dawkins

Councilmembers Mildred Evans (at-large); Milo McBryde (at-large); Nat Robertson (at-large); Tommy Bolton (District 1); Ida Ross (District 2); Joseph Pillow (District 3); Thelbert Torrey (District 4); Suzan Cheek (District 5) and Mark Kendrick (District 6)

Councilmember Bolton excused at 8:35 p.m.

Others Present: John P. Smith, City Manager
Roger L. Stancil, Assistant City Manager for Operations
Beryl Wade, Assistant City Attorney/Police Legal Advisor
Mike Walker, Assistant City Engineer
Tim Wood, PWC Manager
Henry Powers, PWC Water and Sewer Superintendent-Operations
Al Mitchell, Assistant City/County Planning Director
Louis Chalmers, Traffic Services Engineer
Marie Pressler, Volunteer Director Cumberland County Handicapped Outreach Center
Members of the Press

INVOCATION - PLEDGE OF ALLEGIANCE

The invocation was offered by Chaplain Terry Austin, Fort Bragg, followed by the Mayor leading in the Pledge of Allegiance to the American flag.

Due to the death of Councilmember Bolton's father-in-law, Ken Spears, Councilmember McBryde moved to excuse Mr. Bolton whenever he needs to leave tonight's meeting, seconded by Councilmember Ross and carried unanimously.

1. Approval of Agenda

Councilmember Kendrick moved to approve the agenda, seconded by Councilmember Ross and carried unanimously.

2. Consent

mak

Mayor Dawkins presented the consent agenda and asked if any items should be removed before calling for action. Councilmember Cheek requested to pull Items 2.J. and 2.U. for discussion. Mayor Pro-Tem Evans moved to approve the consent agenda with the exception of Items 2.J. and 2.U. After a second from Councilmember Pillow, the consent agenda and following items were unanimously approved:

- A. Approval of minutes of regular meeting of February 5, 1990.
- B. Approval of minutes of joint meeting between Fayetteville City Council and Public Works Commission on February 12, 1990.
- C. Approval of minutes of information meeting of March 26, 1990.
- D. Approval of Tax Refunds.
 - 1. Tax refund in the amount of \$4.29 to Jerome Bethea for clerical error - 1979 Pontiac valued incorrectly.
 - 2. Tax refund in the amount of \$7.38 to Mr. and Mrs. Rufus J. Bigford for clerical error - 1986 Pathfinder valued incorrectly.
 - 3. Tax refund in the amount of \$52.29 to Grace Byrd Coleman for clerical error - 1984 Buick valued incorrectly.

ITEM 2.C.

City Clerk are hereby authorized and directed to execute said contract on behalf of the City of Fayetteville, North Carolina.

Councilmember McBryde moved to award the contract as recommended, seconded by Councilmember Kendrick and carried unanimously 8 to 0.

PWC Manager Wood was excused at this time.

- 8. Consideration of amendment of Section 5-17 to permit alcoholic beverages in the proposed Botanical Garden.

This item was presented by City Manager Smith stating that the revision to the City Code would permit receptions, fund-raising events or other activities conducted by non-profit organizations at the Botanical Garden. This will also eliminate having to get each function approved individually that is held at the Arts Center.

Councilmember Kendrick stated he felt that all functions at parks and City property should be treated the same. Mr. Smith responded that this would be dealing with long-term leases rather than short-term functions.

AN ORDINANCE AMENDING SECTION 5-17, "CONSUMPTION OF INTOXICATING LIQUORS" OF THE FAYETTEVILLE CITY CODE OF ORDINANCES. ORDINANCE NO. S1990-3.

Councilmember Robertson introduced the foregoing ordinance and moved its adoption, seconded by Councilmember Pillow and carried 6 to 2 with Councilmembers Ross and Kendrick voting against.

- 9. Consideration of approval of Lease Agreement between City of Fayetteville and Friends of the Botanical Garden.

This item was presented by City Manager Smith recommending approval.

Mayor Pro-Tem Evans moved to approve the lease of the Pope Park to Friends of the Botanical Garden, seconded by Councilmember McBryde and carried unanimously 8 to 0.

- 10. Report from Streets, Roads and Transportation Committee.

- A. Consideration of revisions to Fayetteville City Code, Section 20-106, Traffic Schedule Number 8 - Speed Control - 45 Miles Per Hour Speed Limits - Bragg Boulevard and Ramsey Street

This item was presented by Traffic Engineer Chalmers stating their studies indicate that the 85% speed on Bragg Boulevard between Glenville Avenue and Ames Street is between 44 and 47 miles per hour. He further reported that five to ten years ago, NCDOT changed that facility from a six-lane facility with a median to the current seven lane facility with a left turn lane. Prior to that, there had been an accident experience in portions of this roadway, but since that time, this accident experience no longer exists.

Mayor Dawkins then recognized Mr. Billy R. Kiser who had previously requested to speak to Council on this matter. Mr. Kiser of 922 Westmont Drive stated he has lived there 14 years. He presented a petition with more than 350 signatures from those opposed to the increased speed limit on Bragg Boulevard. They feel an increase in the speed limit would create a hazard in the center turning lane, especially on hills.

Mayor Pro-Tem Evans moved to make no change in the speed limit on Bragg Boulevard, seconded by Councilmember McBryde and carried unanimously 8 to 0.

At this time, Councilmember Robertson referred to the minutes of the Streets and Roads Committee, which had included Raeford Road in the speed limit review. He stated he believes that by lowering the speed limit on Raeford Road between Robeson Street and the City Limits, there will be fewer traffic accidents and less property and personal injury. Mr. Robertson

make

make

city property file



make

make

stated he has a petition with several names requesting NCDOT to examine Raeford Road for a reduction in the speed limit.

Traffic Services Director Chalmers responded he had discussed this matter with the local NCDOT staff and they indicated they would not support reduction of the speed limit there based on the observed travel speed in the area.

Councilmember Robertson moved to officially request NCDOT to examine the speed limit on Raeford Road, seconded by Councilmember McBryde. Following some discussion, the motion carried unanimously 8 to 0.

Mayor Dawkins next referred to the consideration of speed limit on Ramsey Street near Methodist College from the Streets and Roads Committee Report.

AN ORDINANCE AMENDING CHAPTER 20, MOTOR VEHICLES AND TRAFFIC, OF THE CITY OF FAYETTEVILLE CODE OF ORDINANCES (RAMSEY STREET). ORDINANCE NO. NS1990-12.

Councilmember McBryde introduced the foregoing ordinance and moved its adoption, seconded by Councilmember Ross.

Mrs. Ross asked for Mr. Chalmers report. He reported that the observed travel speed from Longview Drive to McArthur Road is 54 miles per hour, with a high number of accidents reported. Therefore, they are recommending reduction of speed limit to 45 miles per hour and NCDOT has indicated they will support this.

A copy of the foregoing ordinance is on file in the Clerk's office in Ordinance Book NS1990.

Councilmember Cheek also referred to the minutes of the Streets and Road Committee concerning a traffic signal at Methodist College and moved to request NCDOT investigate a signal light at Methodist College, seconded by Councilmember Pillow and carried unanimously 8 to 0.

Mr. Chalmers requested a clarification on which location at Methodist College and Mrs. Cheek responded the entrance where they are doing the new driveway, which will become the prime driveway, up at the shopping center.

11. Consideration of the approval to begin the process of acquiring rights-of-way at the following streets:

A. Sycamore Dairy Road at McPherson Church Road intersection

Assistant City Engineer Walker presented this item stating that the only right-of-way for this road that was not dedicated is at the intersection and would come from the Right-of-Way Protection Bond Funds. Councilmember Pillow stated he felt this project should not come from the bond funds.

Following some discussion, Mayor Pro-Tem Evans moved to authorize staff to check into acquiring rights-of-way, seconded by Councilmember McBryde and carried 6 to 2 with Councilmembers Pillow and Ross voting against.

B. Ray Avenue from Maiden Lane to Rowan Street

Mr. Walker presented this item stating these rights-of-way are needed to continue this project. They recommend approval of authorization to acquire rights-of-way.

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

12. Consideration of revision to Fayetteville City Code, Section 20-106, Traffic Schedule Number 7 - One Way Streets - Pittman Street between Hay Street and Franklin Street.

MINUTES
STREETS AND ROADS COMMITTEE
PAPA LUIGI'S RESTAURANT
WEDNESDAY, FEBRUARY 14, 1990
12:00 NOON

Committee Members Present: Mark Kendrick, Chairman; Thelbert Torrey

Other Councilmember Present: Suzan Cheek

Staff Present: John Smith, Roger Stancil, Bob Cogswell, Ben Brown, Bob Bennett, Jason Brady, Jimmy Teal, Louis Chalmers

The meeting was called to order by Chairman Kendrick. The first item for discussion was a review of speed limits on Bragg Boulevard, Raeford Road and Ramsey Street (Methodist College). Traffic Engineer Louis Chalmers presented speed studies and accident locations regarding these requests. He recommended that the speed limit on Bragg Boulevard be increased to 45 MPH from Glenville Street to Filter Plant Road. He recommended that the speed limit on Raeford Road remain at 45 MPH with a request forwarded to NCDOT to investigate a signal at Executive Place. On Ramsey Street he recommended a speed limit of 45 MPH to a point located one tenth of a mile north of McArthur Street and request NCDOT conduct a signal investigation at Methodist College. Upon motion by Councilmember Torrey, seconded by Councilmember Kendrick, the Committee voted unanimously to follow the Traffic Engineer's recommendation.

The next item for discussion was a status report on the Cain Road project. City Engineer Bob Bennett reported a notice to proceed was given to Barnhill Construction on April 25, 1989, with a 270 calendar-day contract, requiring a completion date of January 20, 1990. As of this date, the project is approximately 75 to 85 percent complete with completion projected for mid-April. Mr. Bennett indicated that engineering work is proceeding by Froehling and Robertson, Inc., on design work for the dam which should be completed within the month. This project should be advertised in April with work starting in May. The construction time for the dam project would be approximately six months. Mr. Bennett indicated that the liquidated damages are \$250.00 per day on the Barnhill contract. The total amount of the contract with Barnhill is \$937,000.00. Mr. Bennett indicated that the detours would stay in place until the dam was complete. Councilmember Cheek asked why there were two contracts for this project. Mr. Bennett indicated that the City had started trying to do the engineering on the dam in-house and then realized that they needed to hire Froehling and Robertson to complete the design work. The City Manager agreed that something went wrong with this project and that he would review the reasons.

The next item was the status report on the CBD Loop. City Engineer Bennett reminded the Committee that this was an NCDOT project that is scheduled for completion in April of 1991. The original completion date for the project was October 1990.

The next item was discussion of a proposal for two-way traffic on Robeson Street. Traffic Engineer Chalmers stated that a request had been made to

Mar. 19, 1990

NCDOT to study two-way traffic on Robeson Street. NCDOT responded that they would complete the new thoroughfare plan in the middle of the summer and would then review the request in light of all conditions.

There being no further business, the meeting was adjourned at 1:30 p.m.

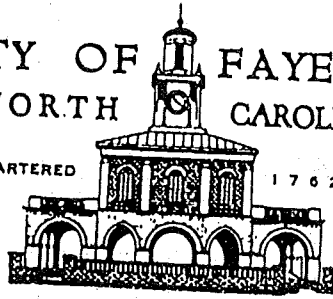
Roger L. Stancil, Assistant City Manager

klc

R 2-00

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



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

PAINT/SIGN DIVISION 433-1638
SIGNALS DIVISION 433-1638
333 ALEXANDER STREET
FAYETTEVILLE, NC 28301-5797

March 14, 1990

MEMORANDUM

TO: John P. Smith, City Manager

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

REFERENCE: Recommended revisions to Fayetteville City Code,
Section 20-106, Traffic Schedule Number 8 - Speed
Control - 45 Miles Per Hour Speed Limits - Bragg
Boulevard and Ramsey Street

We have reviewed travel speeds, roadside development, and accident experience on the above referenced streets and recommend the following revisions to existing speed limits:

Bragg Boulevard - From Glenville Avenue to Ames Street - Change existing 35 mph speed limit to 45 miles per hour. The observed 85% travel speed is 44 to 47 miles per hour. There are no high accident locations along this roadway segment with the exception of Ames Street which is excluded from the proposed 45 miles per hour speed zone. The seven (7) lane roadway safely accommodates the roadside commercial development.

Ramsey Street - From Longview Drive to McArthur Road - Decrease the existing 55 miles per hour speed limit to 45 miles per hour. The observed travel speed is 54 miles per hour. However, both Longview Drive and McArthur Road are 1988 high accident locations. These accident problems would indicate that the 55 miles per hour speed limit is no longer appropriate for this segment of Ramsey Street due to increased roadside commercial development.

We recommend adoption of the attached ordinance. The recommended effective date of May 11, 1990 will allow time for adoption of concurring ordinances by North Carolina Department of Transportation since these are both state maintained roadways.

C/psc

Enclosures:

1. Ordinance
2. Maps

An Equal Opportunity

City of



Affirmative Action Employer

Mar. 19, 1990

Pg. 1 of 5

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

BE IT ORDAINED by the City Council of the City of
Fayetteville that Section 20-106 of Chapter 20, "Motor Vehicles
and Traffic", is hereby amended to read as follows:

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

There is hereby added to said schedule the following:

45 MILES PER HOUR SPEED LIMIT

Bragg Boulevard - From west back of curb Glenville Avenue
to a point 500 feet west of the west
back of curb Ames Street.

Ramsey Street - From north back of curb Longview Drive
to a point 500 feet north of the north
back of curb McArthur Road.

This ordinance shall be in full force and effective

May 11, 1990.

ADOPTED this the 19th day of March, 1990.

CITY OF FAYETTEVILLE

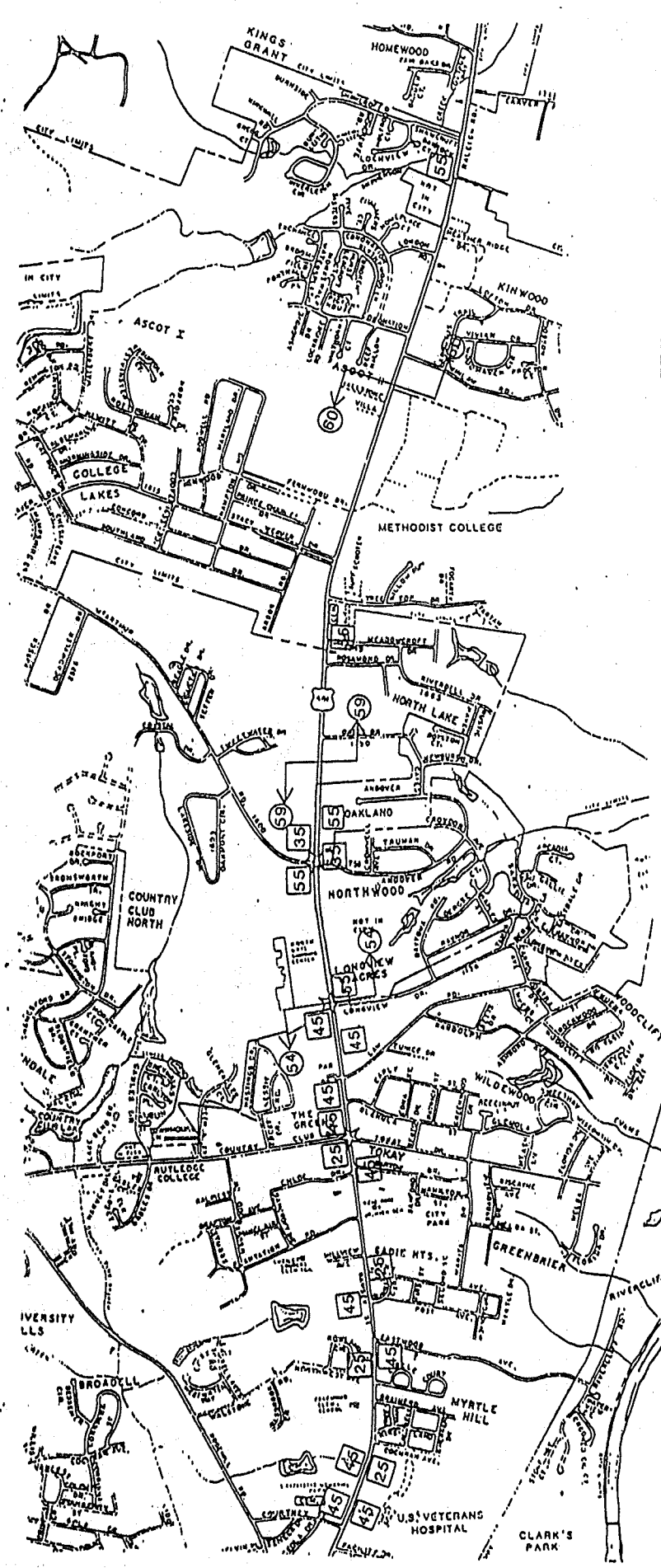
BY:

J.L. Dawkins, Mayor

ATTEST:

Bobbie A. Joyner, City Clerk

REVISION	DATE

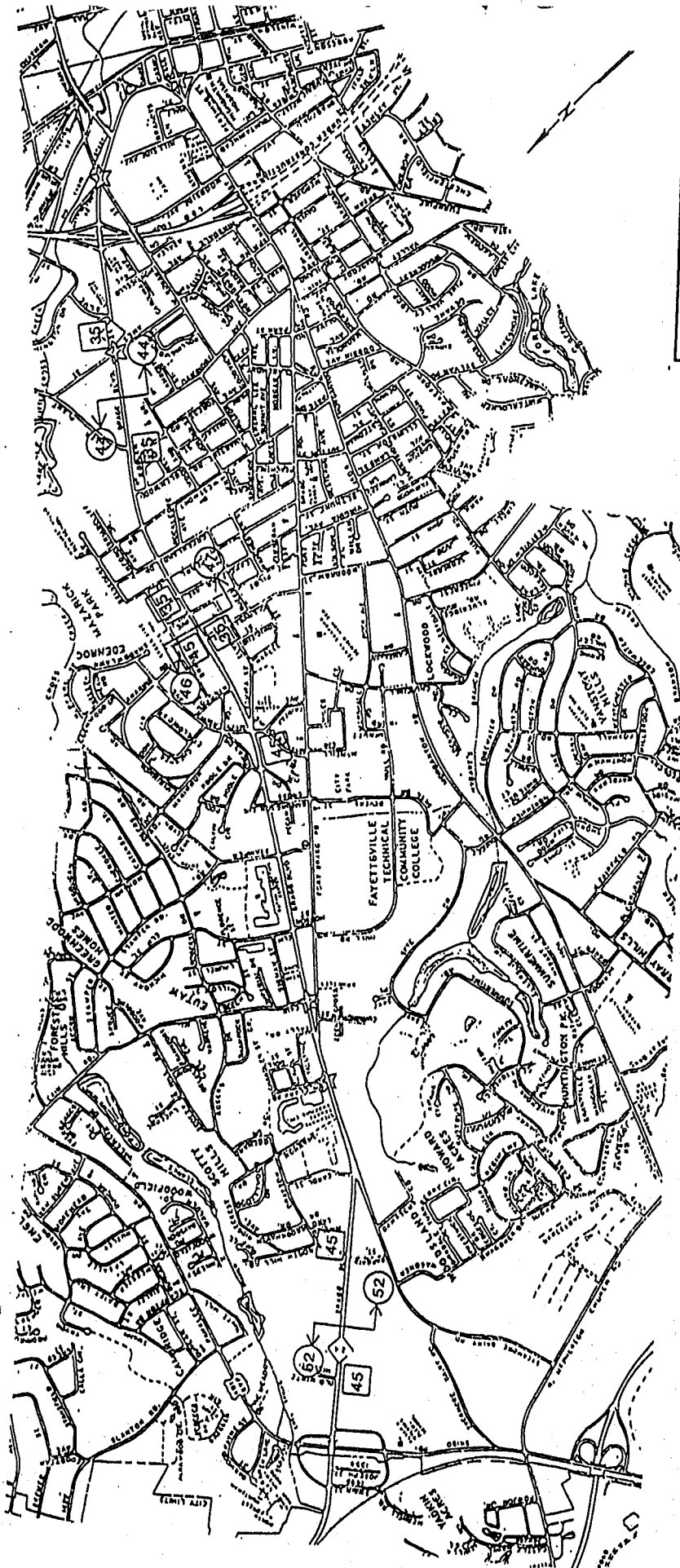


**CITY OF FAYETTEVILLE
TRAFFIC SERVICES DEPARTMENT
RAMSEY STREET
SPEED LIMIT INVESTIGATION**

APPROVED	CITY TRAFFIC ENGINEER		
DESIGNED BY	DRAWN BY	CHECKED BY	FIELD BOOK NO.
SCALE	DATE	JOB NO.	SHEET OF
	10-23-88		

LEGEND

- XX POSTED SPEED LIMIT (MPH)
- ⊗ OBSERVED 85% SPEED (MPH)
- ☆ ABOVE AVERAGE ACCIDENT RATE & SI LOCATION



REVISION	DATE

**CITY OF FAYETTEVILLE
TRAFFIC SERVICES DEPARTMENT
BRAGG BOULEVARD
SPEED LIMIT INVESTIGATION**

APPROVED _____
 CITY TRAFFIC ENGINEER

DESIGNED BY _____
 R.S.J.

CHECKED BY _____
 DATE 11-30-88

FIELD NO. _____
 JOB NO. _____
 SHEET _____ OF _____

LEGEND

- XX POSTED SPEED LIMIT (MPH)
- XX OBSERVED 85% SPEED (MPH)
- ☆ ABOVE AVERAGE ACCIDENT RATE & SI LOCATION

922 Westmont Dr
Fayetteville, NC 28305
March 4, 1990

City Manager
City of Fayetteville
234 Glen Street
Fayetteville, NC 28301

Dear Sir:

I request that I be granted permission to appear before the City Council at the next Council meeting to represent residents in my area.

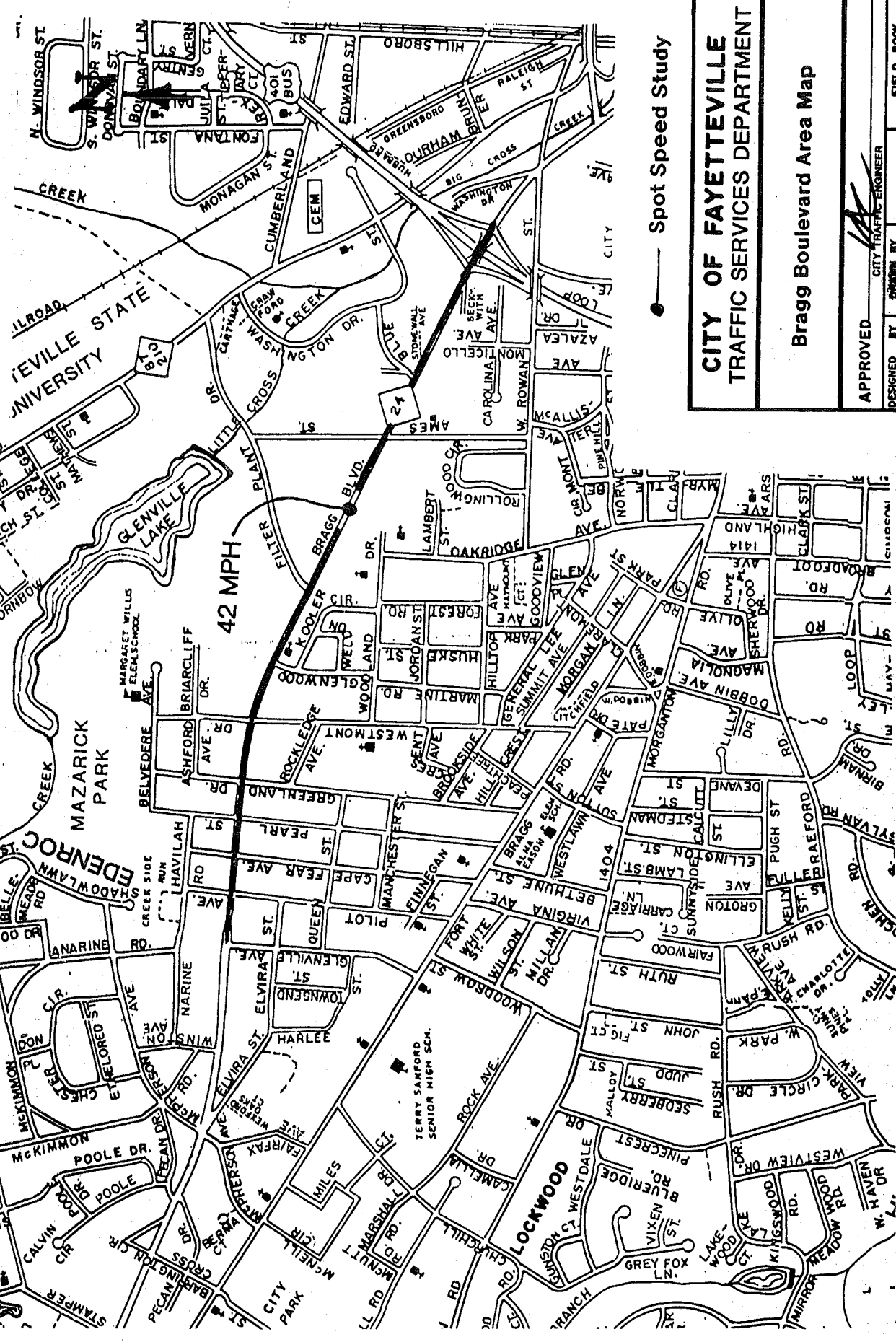
I request my name be placed on the agenda of the next City Council meeting; the agenda subject is "Residents in opposition to the proposed increase in the speed limit from 35 MPH to 45 MPH on Bragg Boulevard from Glenville Avenue to Fetter Plant Road."

Thank you.

Sincerely,
Billy R. Kiser
Home phone: 484-4406
Work phone: 323-1540

D. E. C. F.

REVISION	DATE	BY



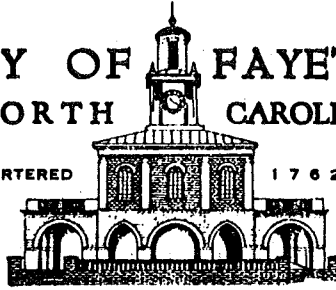
CITY OF FAYETTEVILLE
TRAFFIC SERVICES DEPARTMENT

Bragg Boulevard Area Map

APPROVED BY *[Signature]* CITY TRAFFIC ENGINEER
DESIGNED BY **KMF**
SCALE **1" = 100'**
FIELD BOOK NO. **12-14-92**
SHEET **OF**

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



TRAFFIC SERVICES DEPARTMENT
433 HAY STREET
FAYETTEVILLE, NC 28301-5797
TEL. (919) 433-1680

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

December 15, 1992

MEMORANDUM

TO: John P. Smith, City Manager

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

REFERENCE: NCDOT Requested Speed Limit Revisions
(1) Bragg Boulevard (CBD Loop to Glenville Avenue)
(2) Whitfield Street (Robeson Street to Southern Avenue)

The North Carolina Department of Transportation has requested City Council to concur with increasing the speed limit on both of these streets to 45 miles per hour. We have performed spot speed studies on both streets.

Bragg Boulevard: From CBD Loop to Glenville Avenue.

The posted speed limit on this street is 35 miles per hour. The 85th percentile speed we observed during our spot speed study was 42 miles per hour. We have observed periodic enforcement of the existing 35 miles per hour speed limit by Fayetteville Police Department. The Manual on Uniform Traffic Control Devices would recommend the speed limit on this street be posted at either 40 or 45 miles per hour. Based on this study and our 1990 review of Bragg Boulevard, we would recommend adoption of the enclosed ordinance to increase the speed limit on Bragg Boulevard to 45 miles per hour between Glenville Avenue and Ames Street.

Whitfield Street: From Robeson Street to Southern Avenue.

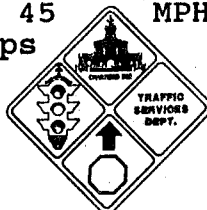
The posted speed limit on this street is 35 miles per hour. The 85th percentile speed observed on this street during our spot speed study was 35 miles per hour. Based on this spot speed study and the existence of two railroad crossings on Whitfield Street between Robeson Street and Camden Avenue, we would not recommend increasing this speed limit to 45 miles per hour.

LAC/psc

Enclosures

Ordinance - Bragg Boulevard 45 MPH, NCDOT Request,
Memo to Jimmy Teal, Area Maps

An Equal Opportunity



Affirmative Action Emplc

ITEM 10

CERTIFICATION OF MUNICIPAL ORDINANCE DECLARING SPEED LIMIT MODIFICATIONS AND REQUEST FOR CONCURRING ORDINANCE BY DEPARTMENT OF TRANSPORTATION:

I, _____, Clerk of the _____ City _____ of
 (City) (Town)

_____ Fayetteville _____, do hereby certify that the _____
 (Governing Body)

of the _____ duly enacted on the _____ day of _____,
 (City) (Town)

19____ an ordinance based upon an engineering and traffic investigation pursuant to authority granted by G. S. 20-141 (f) declaring the following speed limit modifications as set forth below on the following described portion of a State Highway System Street:

Declare the Following Speed Limit

<u>Speed Limit</u>	<u>Ordinance Number</u>	<u>Description</u>
45	250200161	On SR 1168 (Whitfield Street) from US 401 Business (Robeson Street) eastward to SR 1141 (Southern Avenue).
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Rescind the Following Speed Limit

<u>Speed Limit</u>	<u>Ordinance Number</u>	<u>Description</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

said ordinance to become effective upon adoption of the Department of Transportation of a concurring ordinance and the erection of signs giving notice of the authorized speed limit; that said ordinance is recorded in Minute Book _____ at page _____.

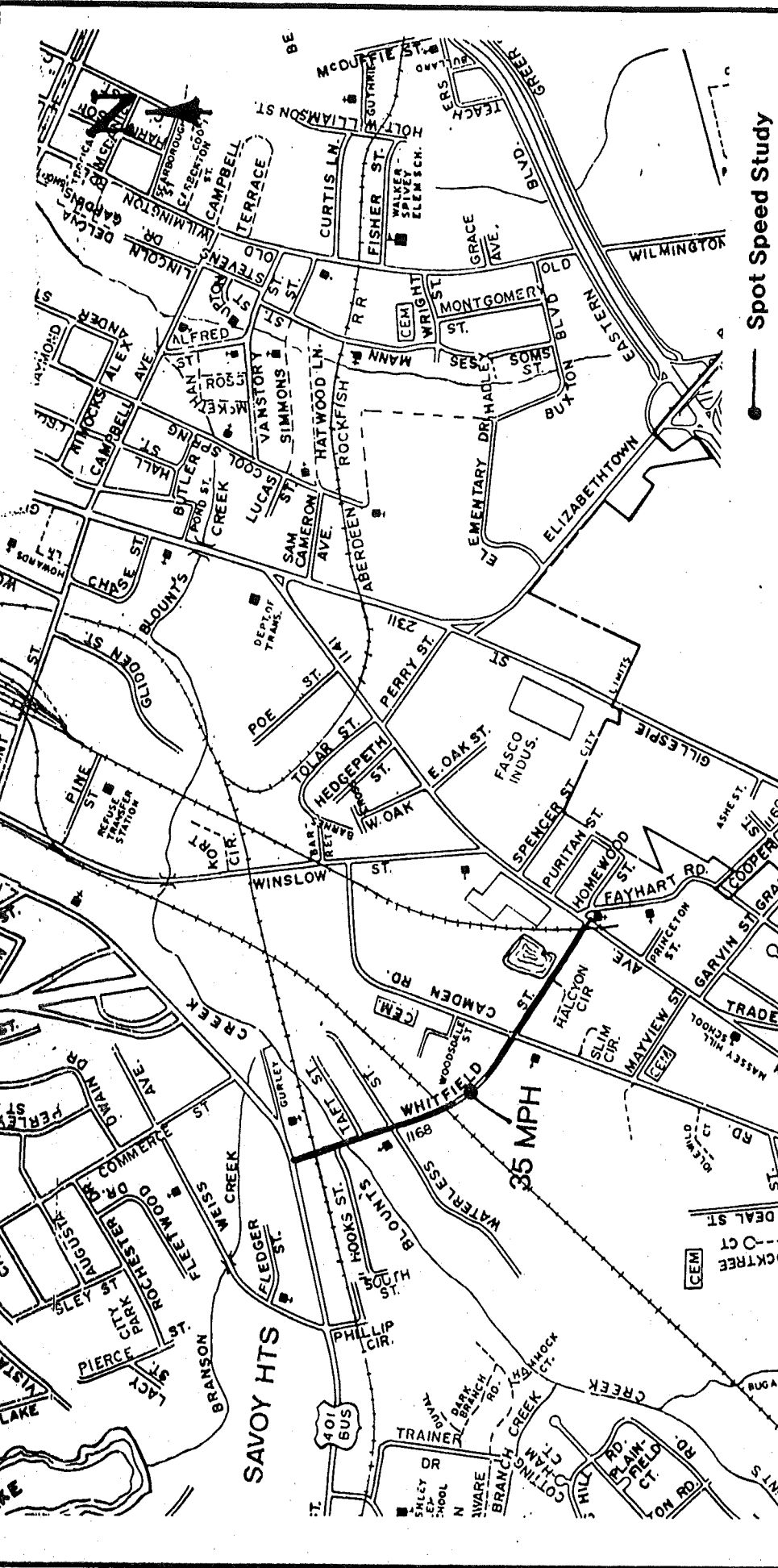
In witness whereof, I have hereunto set my hand and the seal of the _____

of _____, this _____ day of _____,

19_____.

(Seal)

REVISION	DATE	BY



Spot Speed Study

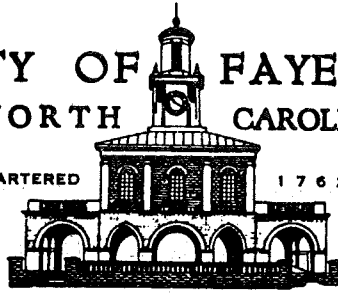
CITY OF FAYETTEVILLE
TRAFFIC SERVICES DEPARTMENT

Whitfield Street Area Map

APPROVED	CITY TRAFFIC ENGINEER
DESIGNED BY	DRAWN BY
SCALE	FIELD BOOK NO.
12-14-52	97-52
	SHEET OF

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



CITY MANAGER

FAYETTEVILLE, NC 28301-5537

433 HAY STREET

DECEMBER 16, 1992

MEMORANDUM

TO: John P. Smith, City Manager
FROM: Roger L. Stancil, Deputy City Manager *RLS*
RE: Revisions of Fire Prevention Ordinance

The attached revision to Chapter 12 of the City Code adopts Volume V of the North Carolina Building Code as our Fire Prevention Code. Enforcement is the responsibility of the Fire Prevention Bureau under the direction of the Fire Chief. We recommend adoption of this revision.

This new Fire Prevention Code mandates that the City conduct a minimum level of inspections. That schedule is also attached. We recommend its adoption.

Unfortunately the State has once again mandated that the City provide a service for which the State has not identified a new or expanded source of revenue. Our recent user fee study included an analysis of our cost of complying with this mandate. Based on that analysis, we also recommend that the attached fee schedule be adopted. The adoption of this schedule will allow the costs of the State mandated inspections to be borne by those the State identifies as requiring compliance inspections.

RLS:ssm

Attachment

An Equal Opportunity
City of



Affirmative Action Employer
Dogwoods

ITEM 11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE
AMENDING VARIOUS PROVISIONS OF CHAPTER 12, FIRE PROTECTION AND
PREVENTION, 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 12-1, Fire prevention code--Adopted;
enforcement, is amended by deleting the same in its entirety and
substituting the following therefor:

**Section 12-1. Fire prevention code--Adopted;
enforcement.**

(a) For purposes of prescribing regulations governing conditions hazardous to life and property from fire or explosion, the current edition of the North Carolina State Building Code, Volume V, hereinafter known as the Fire Prevention Code, is hereby adopted and incorporated by reference as if fully set forth herein and shall be the authority for fire protection and prevention within the City of Fayetteville.

(b) Violations of the Fire Prevention Code which cannot be abated pursuant to Section 105 of the Fire Prevention Code or Section 12-10 of this chapter, shall be reported in writing to the Inspection Department which shall initiate proceedings pursuant to Chapter 16 of the Fayetteville City Code, including but not limited to Sections 16-8 and 16-46 et seq. The Board of Appeals on Dwellings and Buildings, created and appointed pursuant to Section 16-9 of this Code of Ordinances, shall have enforcement jurisdiction.

Section 2. Section 12-3, Establishment and duties of bureau of fire prevention, is hereby deleted in its entirety and the following substituted therefor:

Section 12-3. Establishment and duties of the fire prevention bureau.

The Fire Prevention Code shall be enforced by the Fire Prevention Bureau in the Fire Department, which is hereby established and which shall be operated under the supervision of the Chief of the Fire Department.

Section 3. Section 12-4, Definitions, is deleted in its entirety and the following substituted therefor:

Section 12-4. Definitions.

The terms and definitions as used in the Fire Prevention Code shall be those applicable to the application and enforcement of this chapter.

Section 4. Sections 12-5 through 12-9 are hereby deleted in their entirety, and reserved for future codification.

Section 5. Section 12-10, Penalties, is amended by deleting the words and figures "sections 12-18 through 12-24" wherever they appear and substituting therefore the words "this chapter".

Section 6. Section 12-10, Penalties, is amended by adding a new Section (b)(4) as follows:

(b) (4) For a second violation of this chapter within a period of one year, the penalty shall be \$250, and for the third and any subsequent violation within a period of one year, the penalty shall be \$500 per violation.

Section 7. Sections 12-13(a) and 12-18 are deleted in their entirety, and reserved for future codification.

Section 8. Section 12-20, Obstructions before or on fire exits, is deleted in its entirety.

Section 9. Sections 12-21, 12-22, 12-29, and 12-30 are deleted in their entirety, and reserved for future codification.

Section 10. Section 12-31, Authority to call for aid in extinguishing fire, etc.; destruction of building, is amended by deleting the words "assistant chief" and substituting therefor the words "deputy chief or a designee" in the first paragraph

thereof, and deleting the third paragraph of said Section 12-31 and substituting the following:

No building shall be pulled down, nor in any way destroyed, except as prescribed by law.

Section 11. Sections 12-35 and 12-47 are deleted in their entirety and reserved for future codification.

Section 12. 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

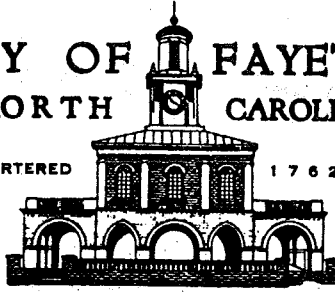
By: J. L. Dawkins, Mayor

ATTEST:

Bobbie A. Joyner, City Clerk

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



FAYETTEVILLE FIRE
DEPARTMENT
OFFICE OF THE CHIEF

FAYETTEVILLE, NC 28301

155 BOW STREET

December 2, 1992

Pursuant unto the requirements of the North Carolina Building Code, Volume V - the Fire Prevention Code, Section 107 entitled Inspection Schedules, the City of Fayetteville adopts the following schedule.

The following occupancies shall be inspected annually:

Hazardous
Institutional
High Rise
Residential
Educational
Factory-Industrial

The following occupancies shall be inspected once every three years:

Business
Churches
Mercantile
Storage

An Equal Opportunity
City of



Affirmative Action Employer
Dogwoods

**City of Fayetteville
Fee Schedule
Codes and Standards**

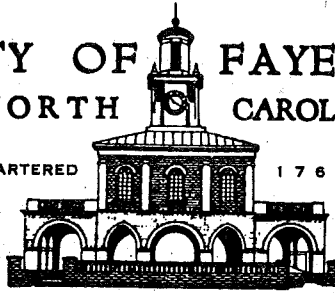
Underground Tank Inspection	\$30.00
Level 1 Inspections	\$20.00
Level 2 Inspections	\$50.00
Level 3 Inspections	\$110.00
Required Inspections	\$31.00
Level 1 Reinspections	\$10.00
Level 2 Reinspections	\$24.00
Level 3 Reinspections	\$54.00
Tent Permits	\$31.00
Commercial ROW	\$50.00
Flow Tests	\$55.00
Special Services	Full Cost

Adopted by Fayetteville City Council December 21, 1992

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762

COMMUNITY DEVELOPMENT DEPARTMENT
FAYETTEVILLE REDEVELOPMENT COMMISSION
CITY HALL (Handicapped Accessible)
433 HAY STREET, ROOM 320
TELEPHONE (919) 433-1590 (Voice)
(919) 486-3323 (TDD)




POST OFFICE BOX 635
FAYETTEVILLE, NORTH CAROLINA
28302

December 16, 1992

MEMORANDUM

TO: THE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: Richard Herrera, Community Services Director 

SUBJECT: Employer-Assisted Housing Program

The North Carolina Housing Finance Agency (NCHFA) is interested in developing a pilot first-time home buyer assistance program for city employed low-to-moderate income persons. The NCHFA will develop program guidelines to specifically meet local needs after ascertaining the city's interest in participating in the program with Community Development Block Grant (CDBG) funds which have been derived from program income.

Essentially, the program calls for the NCHFA to contribute 25% of the down payment on a house if the city, with CDBG funds, contributes 25% and the prospective home buyer contributes 50% of the down payment. The NCHFA will then finance the balance of the mortgage on a 30-year fixed rate of 6.95% to 7.5%. The prospective home buyer must complete an intensive housing ownership counseling program which would be conducted by Fayetteville's Consumer Credit Counseling Service and the NCHFA.

It is imperative that we convey our desires to the NCHFA as soon as possible because current HUD regulations allow CDBG funds to be used for down payment assistance purposes only through October 31, 1993. Unless authorization is somehow extended through 1994 by HUD, this could be the only time that we could participate in this program.

I believe it is essential that we utilize this pilot program to show our commitment to the welfare of our city workforce. In an effort to initiate the commitment process, the Fayetteville Redevelopment Commission has unanimously voted to request that you authorize the staff to proceed with developing program guidelines.

RH:lcy
cc: Mr. John P. Smith, City Manager

An Equal Opportunity
City of



Affirmative Action Employer
Dogwoods

ITEM 12

EMPLOYEE SURVEY

The City of Fayetteville is conducting a personal data survey to determine how, by partially using Community Development Block Grant funds, it can assist city employee families and persons who have not yet entered into home ownership or who have not purchased a home in the last three years to become home owners. To determine how a pilot program could be structured the city needs preliminary information which includes the following:

1. Are you willing to attend an intensive home ownership counseling program?
2. If you meet the following combined family* income criteria, circle which one:

1 Person	\$16,850 or less
2 Persons	19,250 or less
3 Persons	21,650 or less
4 Persons	24,100 or less
5 Persons	26,000 or less
6 Persons	27,950 or less
7 Persons	29,850 or less
8 Persons	31,800 or less

3. Are you or your spouse a veteran?

If you feel that a pilot program of this nature could be beneficial to you, please forward your name and department together with the categories in which you fit through interdepartmental mail to:

Richard Herrera
Community Services Department

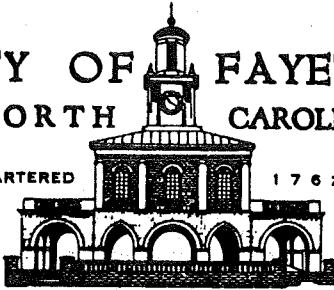
* A "family" means all persons living in the same household who are related by birth, marriage or adoption.

NAME _____

DEPARTMENT _____

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



CITY MANAGER

FAYETTEVILLE, NC 28301-5537

433 HAY STREET

December 17, 1992

MEMORANDUM

TO: John P. Smith, City Manager

FROM: Roger L. Stancil, Deputy City Manager

RLS

SUBJECT: Implementation of Logo and Seal

At the November Information Meeting, the Chamber's Advocates presented their recommendations concerning the proposed logo and seal. These recommendations were developed in consultation with City staff in an effort to move forward on this issue in a positive manner. The proposed logo colors were burgundy and gray.

If the Council adopts this seal and logo, we propose the following implementation:

1. Immediately change the official seal of the City used by the Clerk to seal documents.
2. Begin process of creating a larger version of the seal to hang in the Council Chamber.
3. Use the seal on official certificates and signage.
4. Immediately place the logo on City staff vehicles, not including public safety vehicles.
5. Convert departmental stationery and business cards to that proposed with logo as supplies run out.

In order to begin implementation, Council needs to take an official position on the seal and logo.

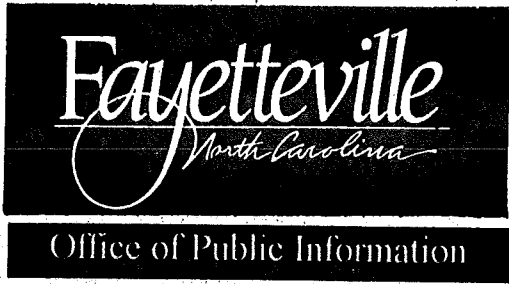
RLS/kbl

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City of



Affirmative Action Employer
Dogwoods

ITEM 13

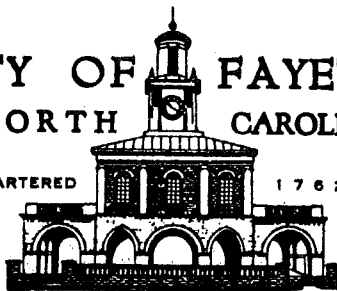


JASON BRADY
Public Information Officer

CITY HALL
433 HAY STREET
FAYETTEVILLE, NC 28301
(919) 433-1994

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



CITY MANAGER

FAYETTEVILLE, NC 28301-5537

433 HAY STREET

DECEMBER 16, 1992

MEMORANDUM

TO: The Mayor and Members of City Council
FROM: John P. Smith, City Manager *JPS*
SUBJECT: Meeting with PWC

At your planning retreat, you set January for a meeting with the Public Works Commission. I suggest that meeting be set for Monday, January 11, or some other night that week. In any case I believe we should meet prior to the convening of the N.C. General Assembly, so that the Commission can discuss any local legislation they propose to submit on behalf of the City.

I propose the following items for discussion at that meeting:

1. Annexation:
 - a. City Manager's proposal
 - b. PWC policy on requiring annexation petitions
2. Street Lighting:
 - a. Status of lighting improvement program
 - b. Maintenance of decorative lighting, i.e., downtown
3. Proposed City Charter amendment to make PWC an independent authority

JPS:ssm

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City of



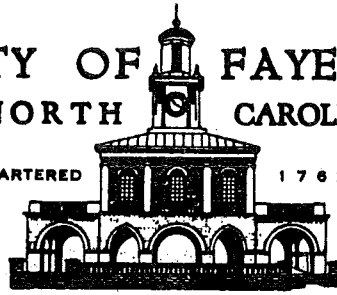
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ITEM 14



THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



ENGINEERING DEPARTMENT
433 HAY STREET
December 17, 1992

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

MEMORANDUM

TO: Mr. John P. Smith, City Manager

THROUGH: Jimmy Teal, Assistant City Manager
Planning & Development

FROM: Michael L. Walker, P.E., City Engineer *MW*

SUBJECT: Varrene Court
Request for City Acceptance of Varrene Street
Cul-De-Sac for Permanent City Maintenance

About five years ago, the above referenced development was constructed and the developer chose to keep the cul-de-sac as a private street.

A few days ago, we received an inquiry from the developer's attorney in which he wanted to know how the cul-de-sac could be accepted as a City maintained street.

If the City Council directs that City accept this cul-de-sac for maintenance, we would recommend that the following items be completed by the developer before the start of any maintenance activity:

1. The existing cul-de-sac is constructed with a radius of 36 feet to the back of the concrete curb and gutter. The current City requirement for a cul-de-sac radius is 39.5 feet to back of curb and a radius of 50 feet to the right-of-way. We recommend that the developer be required to dedicate the full right-of-way at a radius of 50 feet.
2. The developer would be required to have the existing asphalt pavement and base material tested to determine if the construction meets current City requirements.

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ITEM 16.

MEMORANDUM

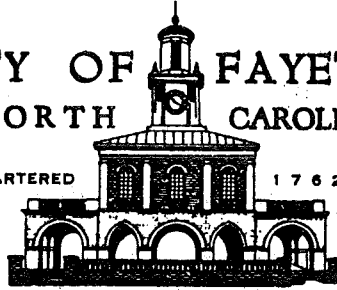
Mr. John P. Smith
Page Two
December 17, 1992

The developer would be responsible for completing all of the above items at his expense and would have to have all documents reviewed and approved by City staff before any maintenance activity would begin.

MLW/mak

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



CITY CLERK
433 HAY STREET

FAYETTEVILLE, NC 28301-5537

(919) 433-1989
FAX (919) 433-1780

December 15, 1992

MEMORANDUM

TO: John P. Smith, City Manager

FROM: Bobbie A. Joyner, City Clerk *BJ*

SUBJECT: AGENDA ITEM FOR DECEMBER 21, 1992 CITY COUNCIL MEETING -
NOMINATIONS TO BOARDS AND COMMISSIONS

A. JOINT SENIOR CITIZENS ADVISORY COMMISSION - 1 Vacancy

Meets second Tuesday, 2:00 p.m., Senior Citizens Service Center, 739 Blue Street.

Nominations are still open to fill the vacancy of Margaret Shive (W/F) for a 2-yr term to September 1994. Mary E. Dillon (B/F) was nominated at the last meeting by Councilmember Massey (Information Sheet attached).

B. FAIR HOUSING HEARING BOARD - 1 Vacancy

Meets when needed.

Nominations are still open for the vacancy of Sylvia X. Allen (B/F), at large category for a term to November 1994. There were two nominations made at the last meeting:

- (a) Julia Culbreth (B/F) was nominated by Councilmember Ross (Information Sheet attached). - *Kent, Ross*
- (b) Charnell T. Green (B/F) was nominated by Councilmember Massey (Information Sheet attached). - *McB, BL, Ashton, Torrey, Cheryl, Massey*

C. APPEARANCE COMMISSION - 5 Vacancies

Meets fourth Wednesday at 7:30 p.m., City Hall first floor Multipurpose Room

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ITEM 17

Nominations are still open to fill the following vacancies for a 2-year term to December 1994:

- A 8/10
- (1) Robert St. Onge (W/M) - At Large Category - Nominated for a second term by Councilmember Kendrick.
 - (2) William L. Clement (B/M) - At Large Category - Chalmers McDougald (B/M) was nominated to fill Mr. Clement's vacancy by Councilmember Massey.
 - (3) Bill Pollitt - At Large Category - Nominated for a second term by Councilmember Kendrick.
 - (4) Jimmy Kizer (W/M) - Engineer Category - There were two nominations:
(a) Jimmy Kizer for a second term by Councilmember Bolton
(b) ~~Ben Rogers~~ by Councilmember Blackwell.
 - (5) Judy Masters - Landscape Category - No nominations.

D. PERSONNEL REVIEW BOARD - 2 Vacancies

Meets when needed.

Nominations are still open for the following vacancies:

- (1) Bobby R. Davis (W/M) - Nominated for a second term by Councilmember Robertson.
- (2) Joel Allen (W/M) - alternate member - Nominated for second term by Councilmember Bolton.

E. REDEVELOPMENT COMMISSION - 2 Vacancies

Meets second Wednesday, 3:00 p.m. at City Hall

Nominations are still open to fill the following vacancies:

- (1) Christina Smith (B/F) - Nominated for a second term by Councilmember Ross
- (2) Helen Farrior (B/F) - not eligible - served two terms - No nominations made.

Memo to John P. Smith
December 15, 1992
Page 3

F. HUMAN RELATIONS COMMISSION - 1 Vacancy

Meets second Thursday, 7:00 p.m., City Hall.

Nominations are needed to fill the following vacancies:

- (1) Col. (Ret.) Irving Barker (W/M) to March 1994 - Resigned (Letter attached).
- (2) Brownie Smathers Cain (W/F) to March 1993 - Resigned (Letter attached).
- (3) Marie Presler (W/F) to March 1993 - Replacement (Letter attached)

Blank Nomination Forms are attached for your use.

Attachments

NOMIN

NOMINATION FORM
BOARDS, COMMITTEES AND COMMISSIONS
CITY OF FAYETTEVILLE

(PLEASE PRINT OR TYPE)

NOMINATION FOR VACANCY ON THE Joint Senior Citizens Advisory Committee

BY COUNCILMEMBER Robert A. Massey, Jr. DATE: Dec/07/92

~~Mr~~/Mrs./~~Ms~~ Mary E. Dillon DOES LIVE IN CITY LIMITS AND IS NOT SERVING ON ANOTHER BOARD OR COMMISSION

ADDRESS Post Office Box 1303, Fayetteville, NC ZIP: 28303
(Street and/or P.O. Box)

TELEPHONE: HOME (919) 822-2045 BUSINESS (919) 678-8454

BUSINESS Fayetteville Technical Community College JOB TITLE: Instructor

RACE Black SEX Female

ACTIVITIES: Zeta Phi Beta Sorority; Trustee Evans Metropolitan A.M.E. Zion Church

OTHER INFORMATION: _____

Received by City Clerk *BJ* 12/7
(date)

Elected: YES _____ NO _____ Letter: _____

NOMINATION FORM
BOARDS, COMMITTEES AND COMMISSIONS
CITY OF FAYETTEVILLE

(PLEASE PRINT OR TYPE)

NOMINATION FOR VACANCY ON THE Join Housing League Bd
Senior Citizens Adv Bd

BY COUNCILMEMBER Ida A. Ross DATE: _____

Mr./Mrs. (Ms.) Julia Culbreth DOES LIVE IN CITY LIMITS AND IS NOT SERVING ON ANOTHER BOARD OR COMMISSION

ADDRESS 941 Telf St. ZIP: 28306
(Street and/or P.O. Box)

TELEPHONE: HOME 485-3439 BUSINESS _____

BUSINESS _____ JOB TITLE: Retired

RACE African American SEX F

ACTIVITIES: Buisy fingers (Sew, Sing) etc.
Medical retired

OTHER INFORMATION: Roll & Run Baptist Church

Received by City Clerk Bj 12/7
(date)

Elected: YES _____ NO _____ Letter: _____

NOMINATION FORM
BOARDS, COMMITTEES AND COMMISSIONS
CITY OF FAYETTEVILLE

(PLEASE PRINT OR TYPE)

NOMINATION FOR VACANCY ON THE Fair Housing Hearing Board - at large

BY COUNCILMEMBER Robert A. Massey, Jr. DATE: Dec/07/92

Mr. / MEX. / Ms. Charnell T. Green DOES LIVE IN CITY LIMITS AND IS NOT SERVING ON ANOTHER BOARD OR COMMISSION

ADDRESS 2109 Elvira Street, Apt. 707; Fay/NC ZIP: 28303
(Street and/or P.O. Box)

TELEPHONE: HOME (919) 485-2931 BUSINESS (919) 678-8299

BUSINESS Fayetteville Technical Community College JOB TITLE: Senior Secretary

RACE Black SEX Female

ACTIVITIES: Executive Committee Member and Delegate for State Employees Association of North Carolina

OTHER INFORMATION: _____

Received by City Clerk Bj 12/7
(date)

Elected: YES _____ NO _____ Letter: _____

B

NOMINATION FORM
BOARDS, COMMITTEES AND COMMISSIONS
CITY OF FAYETTEVILLE

(PLEASE PRINT OR TYPE)

NOMINATION FOR VACANCY ON THE Appearance Commission

BY COUNCILMEMBER Robert A. Massey, Jr. DATE: Dec/07/92

Mr. /~~Ms~~ /~~Ms~~ Chalmers McDougald DOES LIVE IN CITY LIMITS AND IS NOT SERVING ON ANOTHER BOARD OR COMMISSION

ADDRESS 1826 Eichelberger ZIP: 28303
(Street and/or P.O. Box)

TELEPHONE: HOME 488-4635 BUSINESS _____

BUSINESS J.T.P.A. JOB TITLE: Jobs Training Placement Specialist
Jobs Trianing Placement

RACE Black SEX Male

ACTIVITIES: Band Boosters--E.E. Smith Sr. High; P.T.A.--E.E. Smith Sr. High and Reid Ross Jr. High; Neighborhood Watch Member; Generic--Good Citizen

OTHER INFORMATION: _____

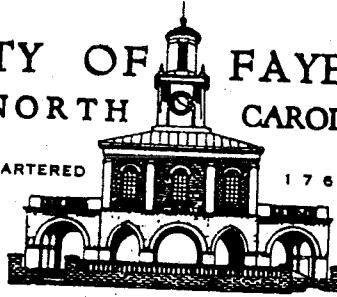
Received by City Clerk _____ (date)

Elected: YES _____ NO _____ Letter: _____

C

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



HUMAN RELATIONS DEPARTMENT
433 HAY STREET

ROOM 309, CITY HALL
(919) 433-1696

FAYETTEVILLE, NC 28301-5537

07 December 1992

Col. Irving Barker (USA RET)
2538 N. Edgewater Drive
Fayetteville, N.C. 28303

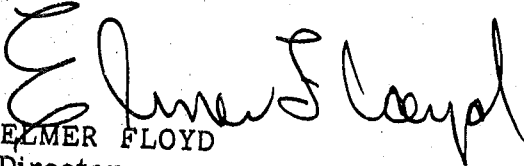
Dear Colonel Barker:

The Fayetteville Human Relations Commission, at their meeting held on 12 November 1992, accepted your resignation with regret and sadness.

On behalf of the Commission and the Department, I would like to thank you for your tireless efforts. It has been a privilege and an honor working with you. Your unselfish devotion to the betterment of human rights and dignity will long be remembered.

May peace and happiness follow your footsteps.

Sincerely,


ELMER FLOYD
Director

cc: City Clerk

An Equal Opportunity
City of

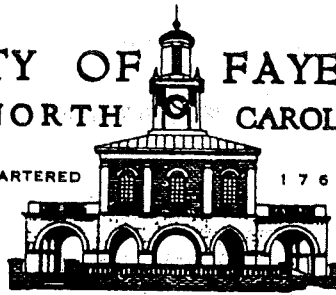


Affirmative Action Employer
Dogwoods

F

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



HUMAN RELATIONS DEPARTMENT
433 HAY STREET

ROOM 309, CITY HALL
(919) 433-1696

FAYETTEVILLE, NC 28301-5537

15 December 1992

Mrs. Brownie Smathers Cain
146 Lofton Drive
Fayetteville, N.C. 28301

Dear Mrs. Cain:

The Human Relations Commission, at their Regular Meeting held on 10 December 1992, accepted your resignation with regret.

We were pleased to hear of your appointment to the Governor's Juvenile Law Study Commission and wish you every success.

Sincerely,

ELMER FLOYD
Director

EF:paf

cc: [REDACTED]

An Equal Opportunity
City of



Affirmative Action Employer
Dogwoods

F2a



ADMINISTRATIVE OFFICE OF THE COURTS

JUSTICE BUILDING

P. O. BOX 2448

RALEIGH, NORTH CAROLINA 27602

FRANKLIN FREEMAN
DIRECTOR

DALLAS CAMERON
ASSISTANT DIRECTOR

ILENE B. NELSON, JD
ADMINISTRATOR
GUARDIAN AD LITEM PROGRAM

BROWNIE SMATHERS
DISTRICT ADMINISTRATOR
GUARDIAN AD LITEM PROGRAM
BOX 363
CUMBERLAND COUNTY COURTHOUSE
FAYETTEVILLE, N. C. 28302
(919) 678-2921

December 3, 1992

Dr. Bruce Pulliam, Director
Human Relations Commission
Clarendon House 609
1100 Clarendon Street
Fayetteville, NC 28305

Dear Dr. Pulliam:

I am pleased to inform you that Governor Jim Martin has appointed me to serve on the Juvenile Law Study Commission. With this appointment comes monumental tasks, requiring much more time and travel.

Please accept this as my notice of resignation from the Human Relations Commission, effective immediately.

If you have any questions or comments, please feel free to contact me at 678-2921.

Sincerely,

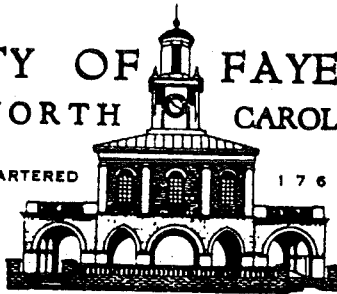
Brownie Smathers Cain
District Administrator

BSC/gaj

F26

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1762



HUMAN RELATIONS DEPARTMENT
433 HAY STREET

ROOM 309, CITY HALL
(919) 433-1696

FAYETTEVILLE, NC 28301-5537

15 December 1992

Mrs. Marie Presler
115 Hearthstone Drive
Fayetteville, N.C. 28304

Dear Mrs. Presler:

It is with deep sadness and regret that I must inform you that we are seeking to fill your position on the Human Relations Commission. We are asking the City Council to find a suitable replacement via a copy of this letter. This is being done in conformance with the Code of the City of Fayetteville, Article III, Section 2-25 (d).

We would like to take this opportunity to express our heartfelt appreciation for all your efforts toward the betterment of human relations. Your hard work and diligent efforts have not gone unnoticed. You will be missed by those with whom, and for whom, you have served.

Sincerely,

ELMER FLOYD
Director

cc: [REDACTED]

An Equal Opportunity
City of



Affirmative Action Employer
Dogwoods

F₃

MEMBERSHIP OF
HUMAN RELATIONS COMMISSION

<u>2-year Terms</u>	<u>Race</u>	<u>Sex</u>	<u>Appointed</u>	<u>Expires</u>
1st James A. Florence 1879 Gola Dr. (01) (h) 488-5484 (w) 486-1164	B	M	2/18/92 (to fill term of Courson)	March 1993
2nd Marie Presler 115 Hearthstone Dr. (14) P.O. Box 40232 (09) (h) 864-3806 (w) 484-6492	W	F	March 1991	March 1993
2nd *Dr. Bruce Pulliam 1100 Clarendon St., Apt. 609 (h) (28305-4866) (w)	W	M	3/16/92	March 1994
2nd Mary Davis 722 Rustland Dr. (01) (h) 488-5257	B	F	March 1991	March 1993
1st Leslie Kiewra 316 McAllister St. (05) (h) 485-2780	B	F	3/16/92	March 1994
1st (Ms) Brownie Smathers Cain 146 Lofton Dr. (11) (h) 678-2921 <i>resigned</i>	W	F	March 1991	March 1993

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: _____



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: _____



MEMBERSHIP OF
HUMAN RELATIONS COMMISSION
(continued)

<u>2-year Terms</u>	<u>Race</u>	<u>Sex</u>	<u>Appointed</u>	<u>Expires</u>
2nd **Ms. Judy Lowe 2708 Compton Place (04) (h) 323-820	W	F	3/16/92	March 1994
1st Alphonso McCoy 804 Rosewood Ave. (01) (h) 822-4751 (w)	B	M	4/6/92	March 1994
2nd Carrie Malveau 756 Chadwick Rd. (01) (h) (w)	B	F	3/16/92	March 1994
1st Col (Ret) Irving Barker 2538 N. Edgewater Dr. (03) (h) 485-6777	W	M	4/6/92	March 1994
2nd Dr. Emma Greene 1808 Edgecomb Avenue (01) (h) 488-0969 (w) 424-2312	B	F	3/16/92	March 1994

resigned

(continued)

F

THE CITY OF FAYETTEVILLE
NORTH CAROLINA



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

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

December 17, 1992

MEMORANDUM

TO: The Mayor and Members of the City Council

FROM: Robert C. Cogswell, Jr. *RC*
City Attorney

SUBJECT: Zoning Issues on McPherson Church Road and Morganton Road

At the recent City Council meeting, both of the above referenced locations were mentioned as part of the public discussion. The two situations are as follows:

1. The owner of the property at the northwest intersection of McPherson Church and Cliffdale Roads has in essence paved his front yard, and remodeled the house located at that intersection to where it has almost maximized the available building space. Part of the home is used as an incidental home occupation. Currently, we do not believe there are any products being sold on the premises that are not made on the premises. However, we believe it is being used as a training center for salesmen. Because the incidental home occupation section of the zoning ordinance is so broad, it permits this type of activity. The problem is the excessive number of cars that occur on a random basis in the yard. We have previously taken the property owner to court charging him with a violation of the zoning ordinance and a compromise was reached. The property owner also has another location from which he conducts his business that he had recently purchased prior to the time that we went to court. All indications were at that time that the activity would cease at the McPherson Church/Cliffdale Road intersection and he would begin using the new location. Apparently, this is not the case and we are currently investigating the situation.

An Equal Opportunity
City of



Affirmative Action Employer
Dogwoods

ITEM 18.A.

2. The case on Morganton Road is whether or not there is a commercial use being made of a house located across from the Carolina Telephone building (rear entrance to Market Place Mall). The neighborhood had previously banded together, taken the property owner to court, and obtained an injunction against him using the property for commercial purposes. The City was not a party to that lawsuit. After the lawsuit, the property owner conveyed the property to his son and therefore the TRO did not apply to his son's use of the property. The current lease on the property reserves to the property owner the right to use the garage. This is where the commercial activity is reportedly taking place again. I wrote a letter to the original property owner's attorney since I assumed he was still somewhat involved in the matter. The attorney has responded in writing that he advised his client to cease any violations. He further requested that if there were anymore complaints, that I promptly notify him.

In regard to the McPherson Church/Cliffdale Road property, we are prepared to proceed to court the next time we have a verified violation. However, the restriction addresses the maximum number of automobiles for each dwelling unit, "when operated by an occupant of the dwelling". There is no restriction on guests. Further, there is no restriction in the incidental home occupation provisions on the amount of cars that can be parked in front of or on your property, for example, Tupperware parties or social functions where numerous people are invited to attend. Obviously the zone restriction was written to permit this. We are currently reviewing the ordinances and will hopefully have some changes to recommend to you that can address this situation.

In regard to the Morganton Road situation, I am in hopes that the correspondence I had with the attorney will resolve this situation. This situation, as well as the situation at Cliffdale/McPherson Church Road, are closely monitored by the neighborhoods. Further, our inspectors are aware of these two situations and inspect them on a regular basis. Again, it is a matter of a violation taking place at the time our inspectors are there and then being able to prove the violation, particularly the ownership of the vehicles.

Although these are two situations that have prompted a lot of attention, there have been numerous other situations that we have ceased either by going to court or through contacting the property owner and the matter being put to rest. The normal process is a first-time warning, and if it does not cease, then a citation. However, we have to make sure that there is an actual

The Mayor and Members of the City Council
Page 3
December 17, 1992

violation before we issue the citation. More times than not we have to go to court. These usually involve the property owners selling automobiles in a residential area, having oversized vehicles located on their property and off the street, or abandoned vehicles sitting up on concrete blocks. THESE ARE CIVIL VIOLATIONS. THEY ARE NOT MISDEMEANORS OR PROSECUTED IN CRIMINAL COURT.

RCC/jkp



12-8-92

J.L. -

Thanks to you, the City Staff &
my fellow Councilmembers for remembering
me in your thoughts during my
recent recovery period. I truly
appreciate the gift of flowers.
They certainly helped brighten
my day & speed the recovery.

Thank you -

Tommy

INFORMATION



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

December 9, 1992

MEMO TO: JOHN SMITH, CITY MANAGER
FROM: GEORGE VAUGHAN, PLANNING DIRECTOR *Geo*
SUBJECT: PLANNING BOARD MEMBERSHIP

There are currently seven of the thirteen members of the Planning Board living within the Fayetteville city limits. They are:

John Canady	David Hasan	Ernest Morine
John Davis	Karl Legatski	Peggy Vick
	Robert McNeill	

A member of Council asked for this information. Will you see that Council receives this list. Thank you.

bs

INFORMATION

1917

THE UNIVERSITY OF CHICAGO

DEPARTMENT OF CHEMISTRY

REPORT ON THE RESEARCHES OF THE DEPARTMENT OF CHEMISTRY

FOR THE YEAR 1917

EDITED BY

PROFESSOR



CHICAGO, ILL.

1918



Agenda - info

NORTH CAROLINA LEAGUE OF MUNICIPALITIES
Local Government Center/W. Lane and N. Dawson Streets
P.O. Box 3069/Raleigh, North Carolina 27602 (919) 834-1311
FAX Number - 919-733-9519

December 3, 1992

Mr. John P. Smith
City Manager
433 Hay Street
Fayetteville, NC 28301

Dear John:

Enclosed is a resolution adopted by the delegates at the League's 1992 Annual Convention expressing their appreciation for the hospitality extended by the City of Fayetteville in hosting one of the NCLM regional meetings this year.

Please share this with your mayor, members of your governing board and municipal employees, and express our gratitude for their courtesy and assistance.

Sincerely,

*Many thanks -
particularly for all
your special
efforts - we all*

David
David E. Reynolds
Executive Director

DER:sib *look forward to*
Enclosure *Convention.*

President
Derryl Garner
Mayor, Newport

First Vice President
Nancy M. Jenkins
Mayor, Greenville

Second Vice President
Mel L. Cohen
Mayor, Morganton

Third Vice President
David E. Henson
Mayor, Franklin

Past President
A. P. Coleman
Mayor Pro Tem, Wilson

Executive Director
David E. Reynolds
NCLM, Raleigh

INFORMATION

Resolution
of the
North Carolina League of Municipalities

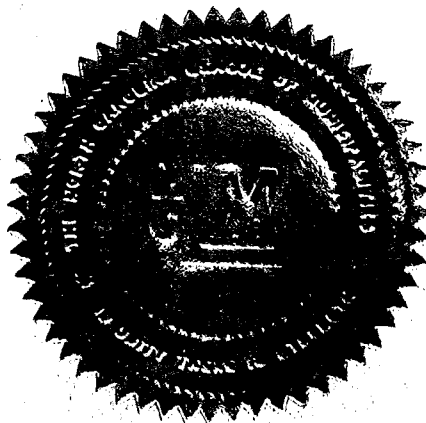
HOST MUNICIPALITIES FOR REGIONAL MEETINGS

WHEREAS, during April, 1992, the North Carolina League of Municipalities held regional meetings across the state to discuss federal and state legislative issues affecting municipalities; and

WHEREAS, officials of the host municipalities provided great assistance concerning the preparation and conduct of the meeting;

NOW, THEREFORE, BE IT RESOLVED by the North Carolina League of Municipalities in Annual Convention assembled this 26th day of October, 1992, that the delegates do hereby express their sincere appreciation and gratitude to the mayors, members of the governing boards and the employees of the following cities and towns for their hospitality, assistance and cooperation, and for the numerous courtesies rendered in hosting the regional meetings on behalf of the North Carolina League of Municipalities: Wilmington, Edenton, New Bern, Wilson, Fayetteville, Winston-Salem, Durham, Asheville, Hickory, and Concord.

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to those cities and towns.



David E. Reynolds

Attest: Executive Director

Grant J. Calmer

President

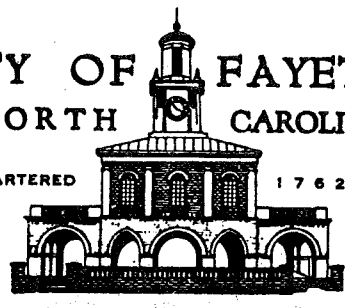
December 3, 1992

Date

HANSEN

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

14 December 1992

MISSION STATEMENT

"PERFORM OUR DUTIES AND FULFILL OUR RESPONSIBILITIES OF ENFORCING THE LAW, PRESERVING THE PEACE AND PROVIDING POLICE SERVICES SO THAT IT IMPROVES THE QUALITY OF LIFE FOR ALL CITIZENS WITHIN OUR JURISDICTION CONSISTENT WITH THE GOALS AND MISSIONS OF THE CITY OF FAYETTEVILLE."

MEMORANDUM

TO : Roger Stancil, Deputy City Manager
FROM : Ronald E. Hansen, Chief of Police *REH*
SUBJECT: Monthly Report

Attached please find the monthly report for October 1992 for the Office of Professional Standards.

REH:lof

Attachment

122nd NATIONALLY ACCREDITED



LAW ENFORCEMENT AGENCY

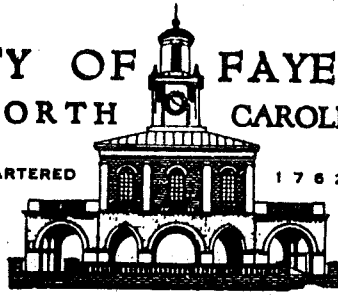
An Equal Opportunity Affirmative Action Employer

INFORMATION

12-14-92

THE CITY OF FAYETTEVILLE
NORTH CAROLINA

CHARTERED 1782



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

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

December 10, 1992

MISSION STATEMENT

"PERFORM OUR DUTIES AND FULFILL OUR RESPONSIBILITIES OF ENFORCING THE LAW, PRESERVING THE PEACE AND PROVIDING POLICE SERVICES SO THAT IT IMPROVES THE QUALITY OF LIFE FOR ALL CITIZENS WITHIN OUR JURISDICTION CONSISTENT WITH THE GOALS AND MISSIONS OF THE CITY OF FAYETTEVILLE."

**ADMINISTRATIVE
MEMORANDUM TO:**

Ronald E. Hansen, Chief of Police

SUBJECT:

Office of Professional Standards & Inspections
Monthly Report for October 1992

The monthly report from the Office of Professional Standards and Inspections for the month of October 1992 is submitted for your review.

Vera L. Bell

VERA L. BELL, LIEUTENANT
Office of Professional Standards
and Inspections

VLB/llk

Attachments

122nd NATIONALLY ACCREDITED



LAW ENFORCEMENT AGENCY

An Equal Opportunity Affirmative Action Employer

**DEPARTMENTAL INVESTIGATIONS
OCTOBER 1992**

This Year, 1992, to date: 174
Last Year, 1991, to date: 153

<u>FILE NO.</u>	<u>COMPLAINT</u>	<u>DISPOSITION</u>
92-157(D)	Use of Alcohol	Disc. Action
92-158(D)	Vehicle Accident	Disc. Action
92-159(D)	Vehicle Accident	Exonerated
92-160(D)	Vehicle Accident	Exonerated
92-161(D)	Vehicle Accident	Disc. Action
92-162(D)	Vehicle Accident	Disc. Action
92-163(D)	Vehicle Accident	Disc. Action
92-164(D)	Vehicle Pursuit	Exonerated
92-165(D)	Vehicle Accident	Exoneratd
92-166(D)	Fail. to Secure Prisoner	Disc. Action
92-167(D)	Vehicle Pursuit	Exonerated
92-168(D)	Vehicle Pursuit	Exonerated
92-169(D)	Damage to City Property	Disc. Action
92-170(D)	Vehicle Pursuit	Exonerated
92-171(D)	Vehicle Pursuit	Exonerated
92-172(D)	Vehicle Accident	Disc. Action
92-173(D)	Vehicle Pursuit	Exonerated
92-174(D)	Vehicle Accident	Exonerated

CASES PENDING FOR MARCH = 1 92-043(D)

CASES PENDING FOR JULY = 1 92-117(D)

CASES PENDING FOR SEPTEMBER = 1 92-140(D)

CARRY OVER CASES FROM FEBRUARY 1992:

92-036(D) Association Not Sustained

CARRY OVER CASES FROM SEPTEMBER 1992:

92-144(D) Loss of Equipment Exonerated

92-149(D) Vexatious Complaints Disc. Action

<u>DISPOSITIONS</u>	<u>THIS MONTH</u>	<u>YEAR TO DATE</u>	
Exonerated	11	61	38%
Disc. Action	9	88	55%
Retired	0	1	1%
Resigned	0	5	3%
Not Sustained	1	4	2%
Terminated	0	1	1%
	21	160	100%

**CITIZEN COMPLAINTS
OCTOBER 1992**

This Year, 1992, to date: 46
Last Year, 1991, to date: 39

<u>FILE NUMBER</u>	<u>COMPLAINANT RACE & SEX</u>	<u>NATURE OF COMPLAINT</u>	<u>DISPOSITION OF CASE</u>
92-045(C)	W/M	Courtesy	Disc. Action
92-046(C)	W/M	Unbecoming Conduct	Disc. Action

CASES PENDING FOR SEPTEMBER 1992 = 1 92-043(C)

CARRY OVER FROM SEPTEMBER 1992:

92-044(C)	B/M	Unbecoming Conduct	Exonerated
-----------	-----	--------------------	------------

DISPOSITIONS	THIS MONTH	YEAR TO DATE	
Exonerated	1	25	56%
Disc. Action	2	15	33%
Resigned	0	1	2%
Not Sustained	<u>0</u>	<u>4</u>	<u>9%</u>
	3	45	100%

**USE OF FORCE
OCTOBER 1992**

This Year, 1992, to date: 45
Last Year, 1991, to date: 86

<u>FILE NUMBER</u>	<u>FORCE USED</u>	<u>INJURY</u>	<u>CHARGE(S)</u>	<u>DISPOSITION</u>
92-042(F)	K-9	Minor	Armed Robbery	Exonerated
92-043(F)	H-Gun	None	Assault with Deadly Weapon	Exonerated
92-044(F)	P-Mace	None	Larceny, AOLE, RDO	Exonerated
92-045(F)	P-Mace	Minor	B&E, RDO	Exonerated

<u>DISPOSITION</u>	<u>THIS MONTH</u>	<u>YEAR TO DATE</u>	
No Excessive Force	4	37	90%
Excessive Force	<u>0</u>	<u>4</u>	<u>10%</u>
	4	41	100%

Police Vehicle Pursuits = 6

HCENWA!

FACVB BOARD OF DIRECTORS
NOVEMBER 12, 1992
ECONO LODGE I-95
2:00 P.M.

PRESENT

Dan Stout, Chairman
Gene Ammons, Jr.
Cliff Strassenburg, Secretary
Kendall Wall
John Keefe

OTHERS

Paul L. Comer, Jr.
Loretta Fox
Ramona Jackson

ABSENT

Buck Priester
Henry Holt
Roger Stancil

The meeting was called to order by Chairman Stout.

The October 8, 1992 minutes were approved with an Agenda correction of "Approval of October 8th Minutes" rather than November 12th minutes.

OLD BUSINESS:

The Prepstar Shootout financial support was discussed. A motion was made by John Keefe that \$1,000 be provided with the understanding this would be the last year of financial support to this event. Seconded by Cliff Strassenburg. Motion carried with one no. Paul Comer will write letter informing the group of the decision made by the Board.

EXECUTIVE DIRECTOR'S REPORT:

Holly Day Fair was reported to have an approximate attendance of 28,000-30,000, breaking last year's attendance.

Mr. Comer presented slides which were taken at the recent League of Municipalities Convention held in Greensboro. This was reported to be a tremendous success and will be held in Fayetteville next year.

The next project for the FACVB will be the annual AENC show to be held in Raleigh December 3.

NEW BUSINESS:

Paul Comer reported to the Board that he had been invited to sit in on a meeting between John Green and Mr. Idema asking the Board for direction. After some discussion, it was determined that Paul Comer should not participate on advice of counsel.

There will be a Fayetteville feature article in the January, 1993 issue of State Magazine but the FACVB will no longer advertise in this particular magazine due to no leads from our May and July ads.

CCCC DIRECTOR'S REPORT:

The November calendar was reviewed along with a daily list of upcoming events in the months of November and December.

The final count for the County Fair attendance is 24,567 plus an additional 5,030 attendance at the concert. Next year's date is September 14th - 18th.

The NCAA tournament contract has arrived for March, 1993.

ADDENDUM: None.

MEETING ADJOURNED.

NEXT MEETING: December 10, 1992, 2:00 P.M.
Location to be determined.

**AIRBORNE AND SPECIAL OPERATIONS
MUSEUM FOUNDATION**

United Carolina Bank Building • 316 Green Street • Suite 200 • P.O. Box 89 • Fayetteville, NC • 28302
(919) 483-3003 • Fax (919) 483-1447

BOARD OF DIRECTORS AND STAFF
As of 10/1/92

President and Chairman:
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Vass, North Carolina 28394
(919) 245-3052

Vice Chairman:
LTG William P. Yarborough, USA (Ret)
160 Hillside Road
Southern Pines, NC 28387
(919) 692-8652

Vice Chairman:
Mr. Henry Holt
P.O. Box 53157
Fayetteville, NC 28305
(919) 483-5137

Executive Secretary:
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1811 McGougan Road
Fayetteville, NC 28304
(919) 484-2058

Treasurer:
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2510 Raeford Road
Fayetteville, NC 28303
(919) 323-5544 Office
(919) 484-5280 Home

Col. Rudy Baker, USA (Ret)
P.O. Box 70030
Fort Bragg, NC 28307
(919) 497-6161 Office
(919) 934-6428 Home

Mr. Paul L. Comer, Jr.
6860 Thames Court
Fayetteville, NC 28306
(919) 424-8339

Mr. A.B. Bryant
300 Cross Creek Mall
Fayetteville, NC 28303
(919) 864-2525

Dr. Lloyd V. Hackley
1200 Murchinson Rd.-Newbold
Fayetteville, NC 28301
(919) 486-1111

Ms. Marta Bullard
1126 Longleaf Drive
Fayetteville, NC 28305
(919) 864-5533 Office
(919) 485-2998 Home

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6886 Southstaff Rd.
Fayetteville, NC 28306
(919) 424-4989

Dr. Robert W. Caviness
3419-C Melrose Road
Fayetteville, NC 28304
(919) 484-6116 Office
(919) 484-8777 Home

Mr. Fritz A. Healy, Sr.
P.O. Box 36157
Fayetteville, NC 28303
(919) 822-3827 x 128
(919) 822-9306 - fax

Ms. Susan Cheek
3305 Hutton Place
Fayetteville, NC 28303
(919) 864-1639

Mr. Terry Hutchens
2031 Raeford Rd.
Fayetteville, NC 28305
(919) 864-6888

Rep. John R. (Bill) Hurley
N.C. House of Representatives
P.O. Box 714
Fayetteville, NC 28302
(919) 868-4078

Mr. J. David Jameson
P.O. Box 9
Fayetteville, NC 28302
(919) 483-8133

Mr. John Koenig
6448 Yadkin Road
Fayetteville, NC 28304
(919) 864-1976

Mr. Albert McCauley
P.O. Box 654
Fayetteville, NC 28302
(919) 483-4195 Office
(919) 483-1574 Home

Mr. Douglas E. Nunnally
315 Dick Street
Fayetteville, NC 28302

Mr. Roy Parker
P.O. Box 849
Fayetteville, NC 28302
(919) 323-4848

Mr. Wayne Peterson
720 Western Blvd.
Tarboro, NC 27886
(919) 823-9074

Mr. Richard L. Player, Jr.
P.O. Drawer 27
Fayetteville, NC 28302
(919) 868-2121 Office
(919) 485-3973 Home

Mr. John E. Raper, Jr.
222 Maiden Lane
Fayetteville, NC 28301
(919) 483-8104

Mr. H.D. Reaves, Jr. (Cobby)
P.O. Box 1540
Fayetteville, NC 28302
(919) 483-3681

The Hon. Charles G. Rose III
218 Federal Building
Fayetteville, NC 28301
(919) 323-0260 -or-
US House of Representatives
2230 Rayburn Building
Washington, DC 20515
(202) 225-2061

Ms. Rollin Shaw
P.O. Drawer 1829
Fayetteville, NC 28302

Mr. Clyde Sullivan
P.O. Box 35097
Fayetteville, NC 28303
(919) 488-6126

Mr. James O. Tisdale (Bud), Jr.
P.O. Box 53246
Fayetteville, NC 28305
(919) 868-3641

Mr. William S. Wellons, Jr.
P.O. Box 766
Spring Lake, NC 28390
(919) 488-2601

STAFF

Ms. Tammy L. Duvall
6853 Wimbledon Circle #201
Fayetteville, NC 28314
(919) 864-2310

**AIRBORNE AND SPECIAL OPERATIONS MUSEUM
FORT BRAGG, NC**

CHART OF STANDARDS

OBJECTIVE: \$8,000,000

Guidelines:

Top Investment	12 - 18% Objective
Top 10 Investments	50 - 55% Objective
Next 100 - 150 Investments	35 - 40% Objective

Number of Gifts	Amount	Total	Cumulative Total	% of Objective
1	\$1,500,000	\$1,500,000	\$1,500,000	18.8%
1	\$ 750,000	\$ 750,000	\$2,250,000	
2	\$ 500,000	\$1,000,000	\$3,250,000	
3	\$ 250,000	\$ 750,000	\$4,000,000	
3	\$ 100,000	\$ 300,000	\$4,300,000	53.8%
<hr/>				
10	\$ 75,000	\$ 750,000	\$5,050,000	
15	\$ 50,000	\$ 750,000	\$5,800,000	
20	\$ 25,000	\$ 500,000	\$6,300,000	78.7%
<hr/>				
30	\$ 15,000	\$ 450,000	\$6,750,000	
50	\$ 10,000	\$ 500,000	\$7,250,000	
100	\$ 5,000	\$ 500,000	\$7,570,000	96.8%
<hr/>				
Numerous Below	\$ 5,000	\$ 250,000	\$8,000,000	100%

AIRBORNE AND SPECIAL OPERATIONS MUSEUM FOUNDATION

NATIONAL COMMITTEE

SEN Strom Thurmond, SC
SEN Daniel Inouye, HI
SEN Jesse Helms, NC
SEN Wendell Ford, KY
SEN Terry Sanford, NC
SEN Wyche Fowler, GA
REP Charlie Rose, NC
REP Bill Hefner, NC

H. Ross Perot

HON John Marsh, Jr.

GEN Hamilton Howze, USA (Ret)
GEN William Westmoreland, USA (Ret)
GEN Bruce Palmer, USA (Ret)
GEN Jack Deane, USA (Ret)
GEN George Blanchard, USA (Ret)
GEN Frederick Kroesen, USA (Ret)
GEN John Wickham, Jr., USA (Ret)
GEN Edward Meyer, USA (Ret)
GEN Robert Kingston, USA (Ret)
GEN Roscoe Robinson, USA (Ret)
GEN Volney Warner, USA (Ret)
GEN James Lindsay, USA (Ret)

LTG William Yarborough, USA (Ret)
LTG Edward Flanagan, USA (Ret)
LTG David Grange, USA (Ret)

MG Ellis Williamson, USA (Ret)
MG Mike Healy, USA (Ret)
MG Joseph Lutz, USA (Ret)

COL Aaron Bank, USA (Ret)

Clifford Allen (555)
CSM Lewis Brown, USA (Ret) (501/503)
MAJ Ronald Burkett, USA (Ret) (Special Forces)
Charlie Doyle (509)
CSM Ted Gaweda, USA (Ret) (XVIII Abn Corps)
O.B. Hill (508)
Her Huebschen (325)
Clarence Hughart (507)
Don Lassen (Static Line)
CWO John Ward, USA (Ret) (Test Platoon)
COL Bill Weber, USA (Ret) (187)

THE AIRBORNE & SPECIAL OPERATIONS MUSEUM
(WORKING DRAFT 10/15/92)

BOARD OF DIRECTORS

HONORARY NATIONAL CAMPAIGN CO-CHAIRMEN

NATIONAL CAMPAIGN CHAIRMAN

NATIONAL CAMPAIGN DEPUTY CHAIRMEN

CAMPAIGN AUDITOR

CAMPAIGN COUNSEL
John Sloan

Family Gifts

Leadership Gifts

Major Gifts

Special Gifts

Co-Chairmen

Co-Chairmen

Co-Chairmen

Co-Chairmen

Board & Staff

Prospects
Evaluated at
\$100,000 and up

Prospects
Evaluated at
\$100,000 to
\$25,000

Prospects
Evaluated at
\$25,000 and
below

Prospects
30
Volunteers
4

Prospects
30 - 50
Volunteers
8 - 10

Prospects
100 - 125
Volunteers
12 - 15

Prospects
200
Volunteers
20 - 25

Organize/Train
Oct/Nov '92
Kick off Dec '92
Complete Mar '93

Organize/Train
Jan/Mar '93
Kick off Mar '93
Complete Oct '93

Organize/Train
Apr/Jun '93
Kick off Jun '93
Complete Jan '94

Organize/Train
Jul/Sept '93
Kick off Sep '93
Complete Feb '94

Non-Soliciting Committees

Arrangements &
Special Events

Collection &
Recognition

Prospect
Review

Nared
Gifts

**AIRBORNE AND SPECIAL OPERATIONS
MUSEUM FOUNDATION**

United Carolina Bank Building • 316 Green Street • Suite 200 • P.O. Box 89 • Fayetteville, NC • 28302
(919) 483-3003 • Fax (919) 483-1447

CASE FOR SUPPORT

THE LEGEND CONTINUES

A Capital Campaign

for

THE AIRBORNE AND SPECIAL OPERATIONS MUSEUM

CONTENTS

I.	INTRODUCTION - A PROUD STORY	1
II.	BACKGROUND - THE FOUNDATION	8
III.	THE MUSEUM - PURPOSE	9
IV.	THE MUSEUM - DESCRIPTION AND EXHIBITS	10
V.	THE MUSEUM - ECONOMIC IMPACT	11
VI.	THE MUSEUM - BUILDING COSTS	12
VII.	THE CHALLENGE - AN \$8 MILLION CAPITAL CAMPAIGN	14
VIII.	WHY THE AIRBORNE AND SPECIAL OPERATIONS MUSEUM?	15

INTRODUCTION

A PROUD STORY

In July 1940, under Major William C. Lee's guidance, a Parachute Test Platoon commanded by Lieutenant William Ryder was formed at Fort Benning, GA. In March, 1942, the Provisional Parachute Group, only a year old and commanded by Lieutenant Colonel Lee was reconstituted as the Airborne Command. Within the year, Lee was promoted to Brigadier General, three parachute regiments were added to the Army's airborne forces and the Airborne Command Headquarters was relocated to Fort Bragg, North Carolina.

In August, 1942, the Army's first Airborne Divisions were formed, the 82nd and the 101st. Major General Lee commanded the new 101st Airborne Division, the "Screaming Eagles", and Brigadier General Matthew B. Ridgway assumed command of the 82nd Airborne Division, the "All Americans". During a motivational address to his paratroopers, General Lee coined the phrase that was to become the epitome of the airborne spirit, "The 101st ... has no history, but it has a rendezvous with destiny".

After a year of training, General Lee and his paratroopers departed for England where they were to keep their rendezvous, and continue the legend of the Airborne.

For the past six decades, since those very early days of Major William Lee - "Father of the Airborne", Lieutenants William Ryder and William Yarborough - volunteers for the first Test Platoon in 1940, Private William N. "Red" King - first U.S. Army enlisted man to become a paratrooper, and Brigadier General Matthew Ridgway - first commander of the 82nd Airborne Division, United States Army paratroopers have jumped and fought as an elite, but integral, part of our nation's military forces. The record of their performance is filled with honor and valor, and they are indeed legendary.

"It is unnatural for a human being to hurl himself from great heights - especially if the environment into which he falls is either unknown or known to be hostile. Thus, those who choose to become military parachutists must sometime during the process, prove to themselves that they possess certain inner strengths that set them apart from many of their fellow human beings. It is probably the self-confidence and self-respect which successful paratroop training reveals and nurtures that has made the airborne soldiers of all nations so formidable on the field of battle."

Lt. Gen. William P. Yarborough
August 1978

The 82nd Airborne Division's baptism by fire was Sicily, and there they won many accolades for all American paratroopers. The Fifth Army landed at Salerno on September 9, 1943; by September 12, German pressure on the beachhead was so intense that the Army commander, Lt. Gen. Mark Clark, called on the 82nd to parachute in reinforcements. Colonel Ruben Tucker's 504th Parachute Infantry regiment landed near Paestum on the coast and moved to capture Albanella. Colonel Jim Gavin's 505th Parachute Infantry Regiment was ordered to jump on the night of September 14th to take up blocking and reinforcing operations. Reflecting on Salerno after the war, General Clark stated that, "without a doubt, the 82nd Airborne Division had saved the Fifth Army beachhead".

Other elite military units of disciplined and distinguished individuals add to the legend. Early "special operations" groups such as the Apache Scouts, the Negro-Seminole Scouts, and the Alamo Scouts of World War II were all predecessors of modern day long-range, specialized commando units. But true special operations units were not organized by the U.S. Army until World War II.

From World War II to the present day, special operations units of

many sorts become legendary. They climbed the cliffs of Normandy and prowled the jungle trails of Burma. They mastered the hills of Korea and waded through the rice paddies of Vietnam. They are the U.S. Army's Special Operations forces, and for more than 50 years they have been the elite spearhead of America's military forces. They include such fabled units as Special Forces, Rangers, Special Operations Aviation, and others involved in Psychological Operations and Civil Affairs.

Special Operations are not new to the American soldier. Known as "Roger's Rangers" after their commander, Major Robert Rogers, these were the first of America's unconventional forces. They fought on terrain that normal men avoided. They modeled their tactics on those of native American Indians. "Move fast and hit hard," and "don't forget nothing", Rogers commanded, and his men obeyed, thereby setting the standards for generations to follow.

The tradition continued in the Revolutionary War with Francis Marion, the South Carolina "Swamp Fox", whose troops harassed the British with a success out of all proportion to their small numbers. In the Civil War, John Singleton Mosby formed a band of Confederate partisan raiders that became the terror of Union generals by cutting off communications and supplies behind enemy lines.

In June, 1942, the 1st Ranger Battalion was formed in Ireland. Subsequently known as "Darby's Rangers" in honor of its commander, Maj. William O. Darby, it fought throughout western Europe. Its greatest fame was achieved when it scaled the cliffs of Pointe du Hoc as part of the D-Day invasion of Normandy. Its actions on June 6, 1944 inspired the motto, "If it's impossible, let the Rangers do it!". Darby was a Ranger extraordinaire and an inspiration to his troops. Killed on April 16, 1945, while leading a combat team to the Tenth Mountain Division in the Po Valley Campaign in Italy, he was subsequently decorated by American, French, British, and Russian governments and posthumously promoted to Brigadier General.

Darby was awarded the Distinguished Service Cross, Silver Star, Bronze Star, Purple Heart, and Legion of Merit.

"Merrill's Marauders" was the action title given to BGen. Frank D. Merrill's 5307th Composite Unit (provisional), a 3,000-man force that staked out a piece of Burmese jungle and dared the Japanese to challenge it. They did, and the Japanese wound up losing five major battles and 17 skirmishes. The Marauder's greatest feat, and one that made them an inspiration 20 years later when American GI's were slogging through Asian jungles, was their march of hundreds of miles through thick Burmese foliage en route to the capture of Myitkyina airfield.

Action taking place simultaneously, in areas where even Darby and Merrill never ventured, involved different tactics: small parachute units operating behind enemy lines, developing a network of contacts, giving instructions to local fighters, and waging guerrilla warfare on the enemy. This was a new kind of special operations, using a bit of the Swamp Fox and a bit of Mosby, combined with new techniques of airborne and guerrilla unconventional fighting. There was no name for it, but it was developed by the Office of Strategic Services (OSS).

The OSS was a product of William Donovan, an imposing visionary whose propensity for freewheeling activity earned him the nickname of "Wild Bill". Donovan was tough and smart, a veteran of World War I who received the Medal of Honor for heroics on the Western Front in October, 1918, and who made a fortune as a Wall Street lawyer during the 1920s and '30s.

In 1941, President Roosevelt directed Donovan to form a new agency, the Coordinator of Information (COI). Donovan, who had been a civilian since World War I, was made a Colonel. COI blossomed quickly, forming operational sites in England, North Africa, India, Burma, and China. In 1942, the agency was renamed the OSS, and

Donovan became a Major General.

One of the primary operations of the OSS in Europe was called the Jedburgh Mission. It consisted of dropping three-man teams into France, Belgium, and Holland, where they linked up with partisan movements, trained them, and conducted guerrilla operations against the Germans in preparation for the D-Day invasion. After the war, President Truman disbanded the OSS, but not before it had left a legacy still felt today. From the intelligence operations of the OSS came the nucleus of men and techniques that would give birth to the Central Intelligence Agency on September 18, 1947.

Looking for a taste of excitement, a young Lieutenant named Aaron Bank volunteered for a position with the OSS. After training, he served as a Jedburgh, and was later recruited especially to command the "Iron Cross Mission", to capture Hitler, which was subsequently cancelled after Hitler's suicide. Later on, using his experience and persuasive talents, Colonel Bank successfully labored to convince the Army to adopt the unconventional guerrilla-style force of its own, and the Special Forces, popularly known as the Green Berets, was born on June 19, 1952, at Ft. Bragg, North Carolina.

Nam Dong, Lang Vei, Dak To, A Shau, Plei Mei - these are a few of the remote jungle outposts where Special Operations troops fought and died during their 14-year duty in South Vietnam. From June, 1956, and throughout the war, Special Forces and Rangers compiled a brilliant record based solely on blood and sacrifice. In all, SF troops earned 17 Medals of Honor in Vietnam. Soldiers such as Captain Roger Donlon, Specialist John Kedenburg, and Sergeant Gordon Yntema, and others contributed to the legacy of honor.

Colonel James N. "Nick" Rowe, a West Pointer, Class of 1960, deployed to Vietnam in 1963 with Special Forces A-Detachment A-23. LT. Rowe was captured by the Viet Cong on October 29, 1963, and confined for five years as a prisoner of war. He endured constant

physical and mental torture, and in 1968, upon disclosure of his Special Forces background, was targeted for death. Taking advantage of the appearance of an American helicopter gunship, he escaped on the eve of his execution and was rescued by American forces. During his last of numerous distinguished assignments, as Ground Forces Director for the Joint U.S. Military Advisory Group in the Philippines, Colonel Rowe was assassinated by enemy forces on April 21, 1989. His final resting place is in Arlington National Cemetery, 100 yards northeast of the Unknown Soldier.

On November 19, 1970, while briefing his carefully selected men only five hours prior to launch, Lt. Colonel Arthur D. "Bull" Simons simply said, "We are going to rescue 70 American prisoners of war, maybe more, from a camp called Son Tay. This is something American prisoners have a right to expect from their fellow soldiers. The target is 23 miles northwest of Hanoi". The Raiders loaded silently onto a C-130 and flew to Udorn, Thailand, where they transferred to HH-3 and HH-53 helicopters. The teams, under cover of A-1 and F-4 fighters, an MC-130E, and a C-130 tanker headed west for Son Tay. In concert with the take-off, a diversionary air strike was launched from the aircraft carriers Oriskany, Hancock, and Ranger. Flares were dropped in Haiphong, giving the illusion of a bombing raid.

Time was the key. The Raiders had a window of only 18 minutes to complete the rescue. One HH-53 equipped with two .50 caliber submachine guns mounted at each door flew lead and neutralized the guard towers. Moments later, the assault team crashed into the compound. One Raider announced over a bullhorn, "We're Americans, This is a rescue, we're here to get you out..." Little did they know, that due to heavy rains and the rising Son Cong river, the prisoners had been moved.

The raid terminated after 23 minutes. Although enemy casualties were heavy, the Americans had not lost a man: 59 men landed - all

returned. And although no prisoners were rescued, the daring raid against all odds signaled to all adversaries America's resolve regarding its prisoners of war. On December 9, 1970, Secretary of Defense Melvin Laird presented 54 medals to the Army Raiders and 43 to the Air Force participants. For his significant effort, Simons was presented with the Army Distinguished Service Cross.

The national Airborne and Special Operations Museum will bring these stories alive. The Museum will be a 65,000 square foot, world-class historical and educational facility with a mission unlike any other: to tell the proud story of the Airborne and Special Operations forces. This complete history is not well portrayed anywhere else, and it is a story that MUST be told now.

Perhaps the richest sources for early paratrooper lore are World War II and Korea, but these sources are particularly time sensitive. Airborne and Special Operations heroes, their leaders, their prisoners of war, their medal of honor recipients, and all the continued tales of valor and victory, triumph and tragedy, hardships and humor, and of service and sacrifice must soon be captured, or be lost forever as these brave Americans fade away into history.

The comprehensive portrayal of this unique history must address both the paratroopers and their sophisticated equipment, but the focus will be on people. The air machines from which they launched, their specialized equipment, their unique missions are all exciting and interesting - each will be displayed in the museum.

The officers and enlisted men and women, however, comprise the basic foundation upon which the heritage of the Airborne and Special Operations forces has evolved. From the day of jump pioneers Lee, Ryder and Eberhardt in 1940, through WWII Operation Husky heroes Gavin and Tucker, to the Green Berets of Vietnam, the

airborne assault and special operations heroes of Operation Urgent Fury in Grenada, Operation Just Cause in Panama, to the valiant 82nd Airborne, Special Forces, and Rangers that led the way in Operation Desert Storm in Iraq in 1991, this is an exciting and most wondrous story.

The national Airborne and Special Operations Museum must be built now!

BACKGROUND THE FOUNDATION

The Airborne and Special Operations Museum Foundation was formally chartered as a North Carolina non-profit corporation in January, 1991, after several years of discussion and planning among airborne-minded Americans. This dedicated group of paratrooper and Special Operations veterans, futuristic-thinking business and professional individuals, and local government leaders believed it was time to establish a world-class institution which would tell the comprehensive story of U.S. Army Airborne and Special Operations forces and highlight the very positive, long-standing relationship between these two historic military communities and the citizens of North Carolina. This initial concept has grown far beyond the vision of those who first proposed the project. The museum will be a unique facility and an attraction that will garner national/international interest. The Foundation's concept received wholehearted endorsement from Congress, which provided significant initial support of a \$4 million grant, and from the Department of the Army which approved an ideal 20-acre site at Ft. Bragg, North Carolina.

Today, the Foundation, with a paid staff of one and a 30-member Board of Directors headed by General James J. Lindsay, USA (Ret.), serves as the moving force in the planning and fund-raising efforts for the Museum.

THE MUSEUM

PURPOSE

The facility envisioned by the leadership of the Foundation will be the national Airborne and Special Operations Museum, funded and constructed by the Foundation and when completed, operated as a major component of the U.S. Army Museum System by the Museum's Division, Directorate of Plans and Training, Headquarters XVIII Airborne Corps, Ft. Bragg, North Carolina. The Foundation's goal is to ensure this museum represents the very best in contemporary architecture and state-of-the-art exhibit design in order to accurately portray the proud history of the Airborne and Special Operations forces.

The Museum is designed from the ground up to play a significant role in the recognition, preservation, interpretation, and prominent display of Airborne and Special Operations equipment, technology, legend, and artworks. Through high-technology displays, state-of-the-art simulators, hands-on and interactive exhibitry, the Museum will:

- * Provide a premier educational medium for active-duty Airborne and Special Operations personnel and their families, other military service personnel, and the civilian community.
- * Preserve and interpret the unique heritage of Airborne and Special Operations forces for future generations and serve as the principal symbol of Airborne and Special Operations achievement, pride, and esprit.
- * Acknowledge and honor the valuable contribution of Airborne and Special Operations forces to the region, the state of North Carolina, and the nation.
- * Highlight the military heritage of North Carolina, and its unique role as the "Home of the Airborne".
- * Provide an Airborne and Special Operations Hall of Heroes, identified by era and accomplishment.
- * Provide archives and a research library to preserve and store the wealth of educational and informative materials associated with the Airborne and Special Operations units and

individuals.

- * Provide a multi-purpose center servicing as a museum, a theater, a conference center, and a research facility for forums, symposiums, reunions, ceremonies, and special events.
- * Involve the local business and residential communities in an endeavor which will foster regional growth and civic pride.

THE MUSEUM DESCRIPTION AND EXHIBITS

The museum will be built on a 20-acre site of prime Fort Bragg real estate adjacent to Bragg Boulevard (NC 24), Randolph Street (a main post access route), and NC 210. The site is near the future U.S. Highway 13 interchange that will link Fort Bragg to Interstate 95 and adjacent to the Fort Bragg Cemetery and the future North Carolina Veteran's Cemetery.

The architect, Calloway, Johnson, & Moore, P.A., of Winston-Salem, NC, was selected after months of competition, proposals, and interviews. This prestigious firm promises to design an ambitious and spectacular museum edifice which will be the pride of both the Airborne and Special Operations communities and the people of North Carolina.

The complete 65,000 square foot Museum facility will include exhibit space, a giant-screen theater, archive preservation and restoration facilities, a comprehensive military research library, gift shop/book store, food court, and administrative space for the Foundation and Museum staff.

The main building will include a magnificent entrance and reception area featuring memorials to the founding fathers of the Airborne and Special Operations forces, an introductory theater, the main exhibit hall prominently displaying historical data and memorabilia for every unit to have worn Airborne and/or Special Operations insignia.

The pervasive feeling among all associated with planning this facility is that it MUST focus on individual Airborne and Special Operations personnel, ordinary men and women and heroes, who performed admirably under often adverse and perilous conditions. Individual stories of Medal of Honor recipients will be highlighted in a special exhibit, as will those who bravely carried prisoner of war status. Everywhere in the Museum, the focus will be on people; the Museum will have outstanding artifacts and memorabilia, including fully-restored examples of early troop transport aircraft and helicopters, but they will be displayed in a manner which tells about some aspect of the "Airborne", that fraternity that for over 50 years has personified "honor, country, and the corps".

The exterior area surrounding the Museum and parking area will be beautifully landscaped to provide a park-like atmosphere, walkways, and outdoor exhibits. An extensive outdoor display area is planned which will include vintage troop transport aircraft and a WWII era vintage building complex, including a memorial chapel, barracks, and mess hall.

THE MUSEUM ECONOMIC IMPACT

The national Airborne and Special Operations Museum will be a showplace of learning, wonder, and enjoyment, but will also provide substantial economic impact to the Central Carolina, Sandhills region. The museum will be located adjacent to Interstate 95, the major North-South transportation artery of the East Coast of the U.S. The Museum will bring a major historical and cultural influence to the region, which already boasts of several nationally-acclaimed recreational areas. Situated within a 100 mile radius of Fayetteville and Ft. Bragg is the beautiful North Carolina Capital of Raleigh, the championship golf courses of Pinehurst, the spectacular beaches of Coastal Carolina, posh dining spots, quaint country fish camps, the historic Museum of the Cape Fear, and the Battleship USS North Carolina. The Airborne and Special Operations Museum will add a vital new dimension to the region's already bustling tourism industry.

Comparative studies have shown that the Museum could realistically expect to draw between 200,000 and 300,000 visitors per year, with steady annual growth. The Museum's economic potential is conservatively expected to have the following results:

A. Based on a commonly accepted per capita amount for tourist expenditures of \$77 per day, an average of 250,000 visitors per year would generate \$19,250,000 annually,

B. A multiplier, or rollover effect, well recognized in the tourist industry, indicates that each dollar injected into a regional economy has the effect of more than just that one dollar. The multiplier varies depending on the region's general economy and other factors, but experts in the business of tourism indicate that a very conservative multiplier for this area is three (3); others say four (4) or even five (5) would be more accurate. Using the conservative three (3), then the \$19,250,000 tourist dollars received annually would actually generate an effect of almost \$60,000,000 for the region's economy.

C. Cumberland and Harnett Counties together would realize nearly \$325,000 in sales tax annually, based on a per capita expenditure of \$77 per day by 250,000 visitors.

Tourists and the dollars they bring to the Central Carolina region will generate a corresponding need for expanded services, which will require more people, thus new jobs, new residences, and an expanded tax base. The bottom line: a more prosperous, stable economy for Fayetteville, Cumberland and Harnett Counties, and North Carolina.

THE MUSEUM BUILDING COSTS

The Foundation requires \$12 million to build, equip, and staff the Museum in its most modest configuration. The complete Museum facility, with the spectacular main exhibit hall, fully-equipped military research library, giant-screen theater, Museum and

Foundation offices, World War II vintage building complex (including memorial chapel), gift shop/book store, food court, preservation and restoration facilities, endowment, and branch museum enhancement funds will cost an estimated \$14.5 million. Construction phases and associated costs are:

PHASE	INCLUDES	COST	TOTAL
I	Architect, engineer, exhibit and landscape design fees	\$1.2 million	\$1.2 million
II	Memorial entrance and main exhibit hall construction, initial start up and opening costs	\$2.8 million	\$4.0 million
III	Library, giant-screen theater, World War II vintage building complex, multi-use classrooms/ conference facility, museum and Foundation offices, gift shop, restaurant, preservation facility, miscellaneous costs	\$8.0 million	\$12.0 million
IV	Museum endowment; 82d Airborne Division Museum branch funding, JFK Special Warfare Museum branch funding.	\$2.5 million	\$14.5 million

A \$4 million Congressional Grant has been awarded to the Foundation by the FY '92 Appropriation Committee. The Foundation goal, therefore, is to raise \$8 million from the public and private sector, including corporations, small businesses, foundations, and individuals. A \$500,000 endowment will be established for the Museum and \$1 million unrestricted funding will be provided each of the existing branch museums.

THE CHALLENGE
AN \$8 MILLION CAPITAL CAMPAIGN

The national Capital Campaign to raise sufficient funds to build, equip, and staff the Museum facility will be titled, "The Legend Continues".

In this campaign, several lead gifts will be needed. With a solid foundation, the campaign goal will be achieved by generous commitments at all levels of giving.

Pledges to the campaign may be extended over a period of five years with payments made on any schedule convenient to the donor. This makes it possible for most corporations or individuals to make significantly larger gifts than a one-time contribution would permit.

All contributions are, of course, tax deductible to the extent allowed by law and they may take almost any form: cash, securities, real estate, personal property, corporate gifts and gifts-in-kind, fine arts, and deferred gifts such as life insurance, bequests, and trusts. It is suggested that donors consult with financial advisors in planning for the maximum benefits for both themselves and the campaign.

There are numerous opportunities for those who wish to make a memorial gift in honor of a family member, friend, military unit, or association. Such named gifts are an especially practical and meaningful way of honoring something or someone while benefitting the cause of the Museum. A list of these designated gift opportunities will be available in the campaign office.

Corporate matching gift programs can effectively increase the value of many gifts. Most corporations have programs to match their employees' gifts to institutions such as the museum, and many of these programs apply to spouses, retirees and spouses of retirees.

WHY THE AIRBORNE AND SPECIAL OPERATIONS MUSEUM?

The complete history of U.S. Army Airborne and Special Operations is not well portrayed anywhere. Most airborne units, including three World War II divisions, do not have an official museum repository. Several museum sites around the country display fragments of the history or tell of specific unit achievements, but even the existing 82d, 101st, and Special Warfare Museums have proven inadequate in telling the complete story.

The national Airborne and Special Operations Museum will be the ONLY ONE telling the comprehensive story of the Airborne and Special Operations. This will be a great and grand museum; the Foundation is determined to make it the most distinguished of its kind in the country. It is in the national interest that we tell this story to young and old alike, to preserve this unique record of valor for future generations.

America needs great museums. Central North Carolina, with its rich aviation and military heritage, is where the national Airborne and Special Operations Museum belongs. Fort Bragg, the world's largest airborne training facility and "Home of the Airborne", the XVIII Airborne Corps, and Headquarters, U.S. Army Special Operations Command and Special Warfare Center, is an ideal location. Fort Bragg and adjacent Pope Air Force Base, with its 23rd Wing and U.S. Air Force Mobility Center, are home to over 50,000 active duty military and civilian personnel and almost 250,000 retirees reside in the immediate surrounding areas of Fayetteville, Southern Pines and Pinehurst.

The generous support of those who understand and appreciate the very special relationship between Airborne and Special Operations forces and this nation will bring this story to life. Your help will make this vision a reality, and ensure that, "The Legend Continues".