

FAYETTEVILLE CITY COUNCIL
AGENDA
INFORMATION MEETING
CITY HALL COUNCIL CHAMBER
APRIL 27, 1992
7:00 P.M.

INVOCATION - PLEDGE OF ALLEGIANCE

ITEM 1. Approval of Agenda

ITEM 2. Public Hearing:

A. Consideration of adoption of Street Standards
for the City of Fayetteville

PRESENTED BY: City Manager

RECOMMENDED ACTION: Adoption

ITEM 3. Presentation on feasibility study for Countywide
Public Transportation System.

PRESENTED BY: Transit Director

RECOMMENDED ACTION: Authorize Mayor to appoint
steering committee

ITEM 4. Consideration of adoption of resolution cancelling the
existing lease between City of Fayetteville and CSX
Transportation for Amtrak Station.

PRESENTED BY: City Attorney

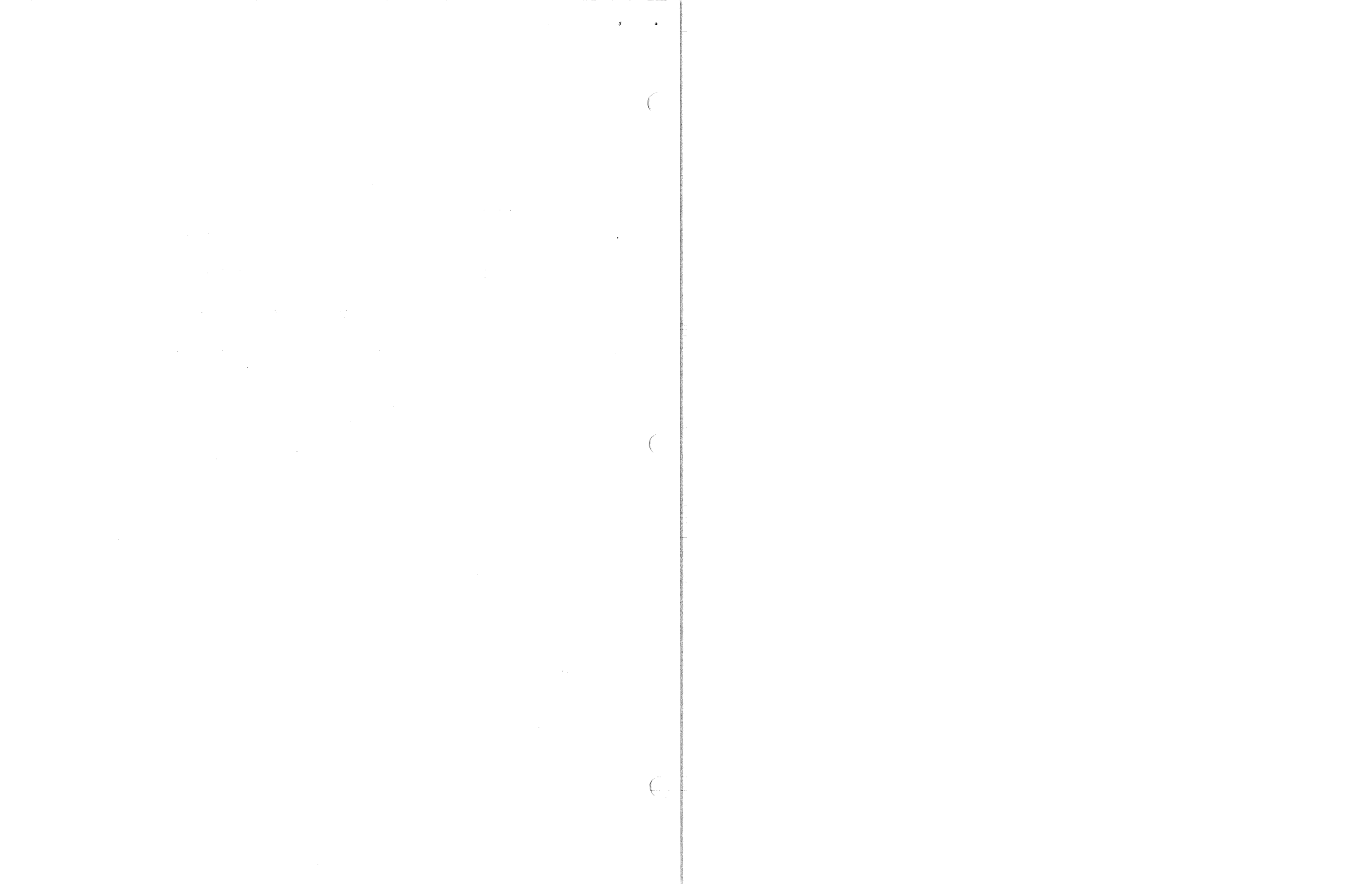
RECOMMENDED ACTION: Adoption

ITEM 5. Consideration of approval of lease agreement between City
of Fayetteville and National Railroad Passenger Corporation
for Amtrak Station.

PRESENTED BY: City Attorney

RECOMMENDED ACTION: Approval

ITEM 6. Consideration of request for legal representation.



F I N A L D R A F T
STREET IMPROVEMENT STANDARDS POLICY



CITY OF FAYETTEVILLE, NORTH CAROLINA

FEBRUARY 7, 1992

STREET STANDARDS TASK FORCE

David Averette, P.E., Averette Engineering Company

Mike Walker, P.E., Acting City Engineer

Jerome Brown, F.A.S.T. Director

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

Bill Rosser, Division Engineer, NCDOT

Walter Moorman, P.E. Moorman & Kizer, Inc.

George Vaughan, Director, Cumberland County Joint Planning Board

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I. GENERAL:

The standards published in this policy set forth the minimum design improvements for streets within the jurisdiction of the City of Fayetteville. The standards included in this policy do not cover storm drainage or other utility designs which are covered in other policies of the City of Fayetteville.

These standards are published to clearly define "Good Engineering Practice" for improvements to streets as outlined in Section 27-10 of the Fayetteville City Code. The standards contained in this policy are a compilation of existing City Standards and Technical Standards published by the American Association of State Highway and Transportation officials.

The review of any variance requested from these standards will be processed in accordance with Section 27-10-h of the Fayetteville City Code.

II. DEFINITIONS:

Commercial/Industrial Collector:

A public vehicular way maintained by the City of Fayetteville to provide access both to abutting Commercial/Industrial property and surrounding Collector or Thoroughfare Streets; and identified on the Collector Street Plan of the City of Fayetteville.

II. DEFINITIONS (CONTINUED)

Cul-De-Sac:

A public vehicular way to abutting property which terminates with a circular or "T" turn-around.

Minor Residential Street:

A public vehicular way maintained by the City of Fayetteville to provide access to no more than twenty (20) abutting parcels which is not identified on either the Collector Street or Thoroughfare Street Classification Plans of the City of Fayetteville.

Minor Thoroughfare:

A public vehicular way maintained by the City of Fayetteville or North Carolina Department of Transportation to provide access to major thoroughfares; and identified on the thoroughfare plan of the Fayetteville Urban Area as a minor thoroughfare street.

Private Street:

A vehicular way not maintained by the City of Fayetteville or the North Carolina Department of Transportation, properly platted and certified in accordance with Section ____, Private Streets. Private Streets will be built in conformance with street standards determined appropriate and approved during review of the private development site plan.

II. DEFINITIONS (CONTINUED)

Residential Streets:

A public vehicular way maintained by the City of Fayetteville to provide direct access to more than 20 parcels which are not identified on either the Collector Street or Thoroughfare Street Classification Plans of the City of Fayetteville.

Residential Collector Streets:

A public vehicular way maintained by the City of Fayetteville to provide access both to abutting residential property and surrounding Collector or Thoroughfare Streets; and identified on the Collector Street Plan of the City of Fayetteville.

III. STREET IMPROVEMENT STANDARDS:

The design standards for street improvements are shown in Table A. These street design standards define Good Engineering Practice to insure public health and safety. Minimum standards, where defined, may be approved for use in situations where area topography and existing streets make use of these design standards impractical. Where minimum street standards are approved, in lieu of design standards; Traffic Control Devices in conformance with the Manual on Uniform Traffic Control Devices will be installed.

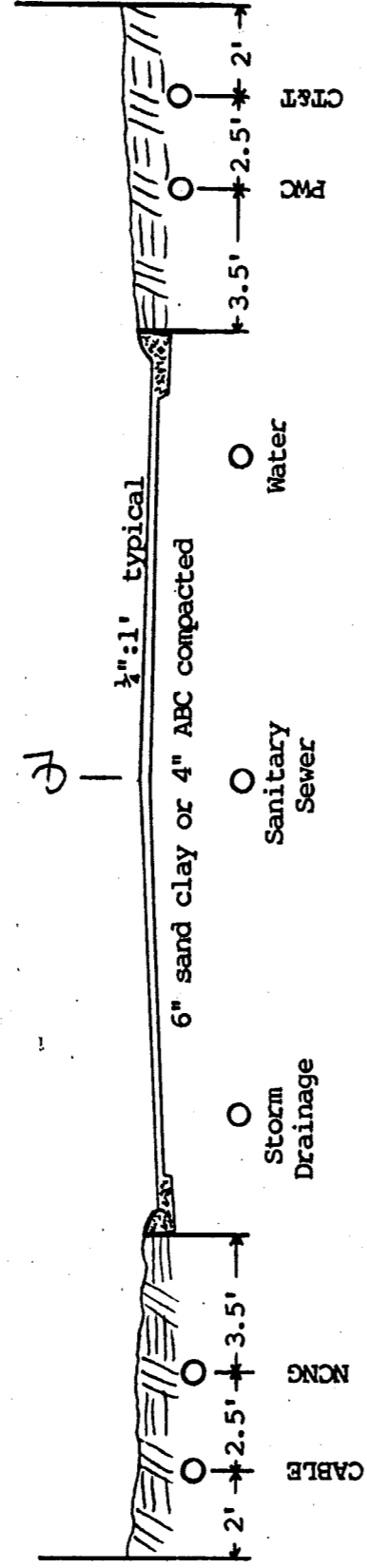
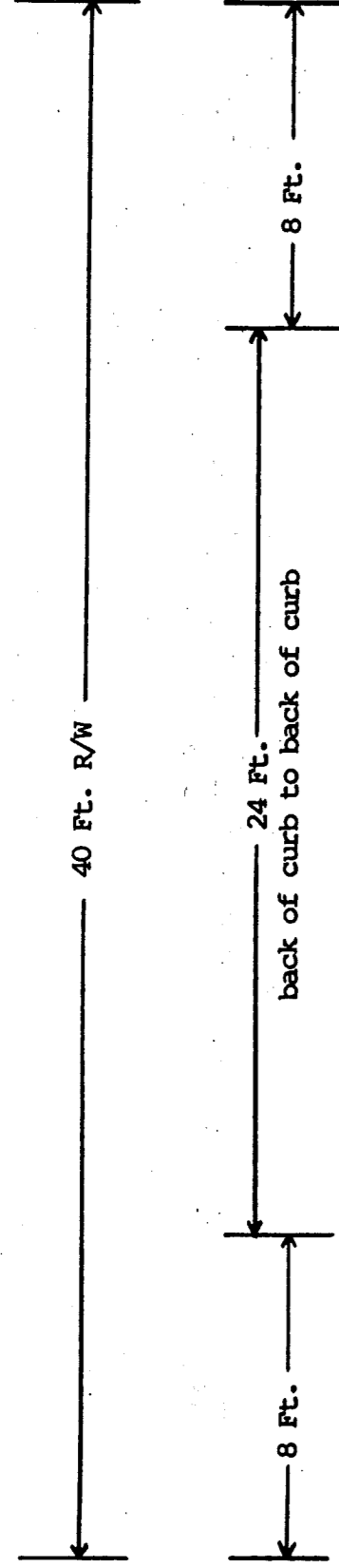
STREET IMPROVEMENT STANDARDS
CITY OF FAYETTEVILLE, NORTH CAROLINA

STREET	RIGHT-OF-WAY	STREET (R/B C&G)	PAVEMENT DESIGN BASE SURFACE (INCHES) (INCHES)	MAXIMUM VERTICAL GRADE %	DESIGN SPEED (MPH)	RATE OF VERTICAL CURVATURE (K)		HORIZONTAL CURVES CENTER LINE RADII (FEET)	
						CREST	SAG	DESIRABLE	MINIMUM
Minor Residential	40	24	6 Sandclay 2 OR 4 ABC	15	25	20	30	185	100
Cul-de-Sac	40 (50 Circle)	24 (39.5 Circle)	6 Sandclay 2 OR 4 ABC	15	30	30	40	300	100
Residential	50	29	6 Sandclay 2 OR 4 ABC	15	30	30	40	300	100
Residential Collector	60 ⁴ 90 ⁴	38 ⁴ 65 ⁴	5 ABC 3 HB	10	40	60 ²	60 ²	575 ³	300 ³
Commercial/Industrial Collector	60 - 90 ⁵	38 - 65 ⁵	5 ABC 3 HB	7	50	110 ²	90 ²	1000 ³	575 ³
Minor Thoroughfare	90	65	5 ABC 3 HB	7	50	110 ²	90 ²	1000 ³	575 ³

- 1) L = KA; L = Length of Vertical Curve, A = Algebraic difference of grades (%).
- 2) 100 feet minimum distance between vertical curves.
- 3) Use superelevations - 0.04 feet/foot.
- 4) At intersections with other collectors and thoroughfares.
- 5) To be determined through analysis of area traffic.

Table A

MINOR RESIDENTIAL OR CUL-DE-SAC STREET CROSS SECTION



2 Ft. rolled concrete curb & gutter

2 traffic lanes

3 Ft. minimum utility set back from back of curb

Figure 1

RESIDENTIAL STREET CROSS SECTION

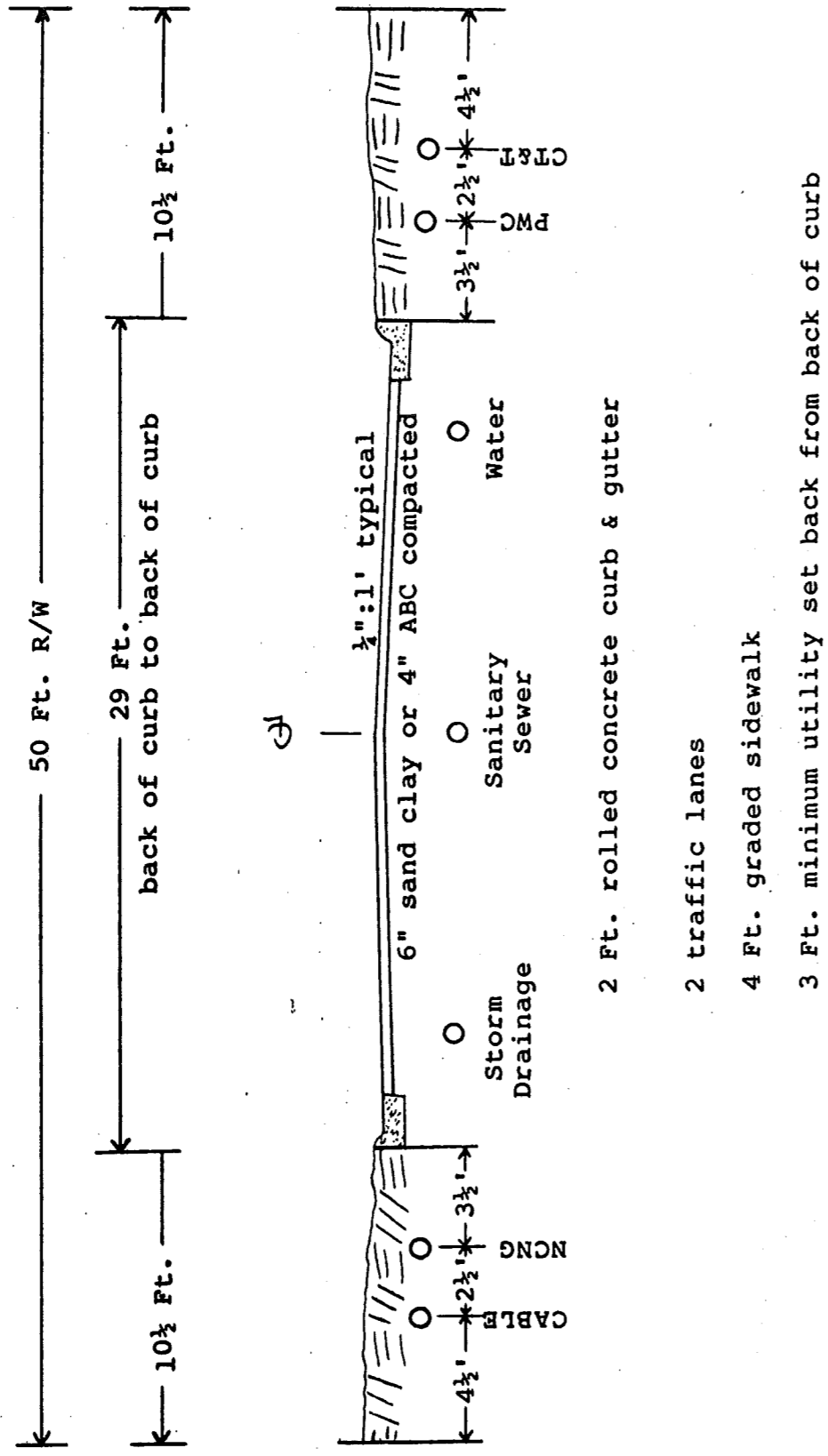
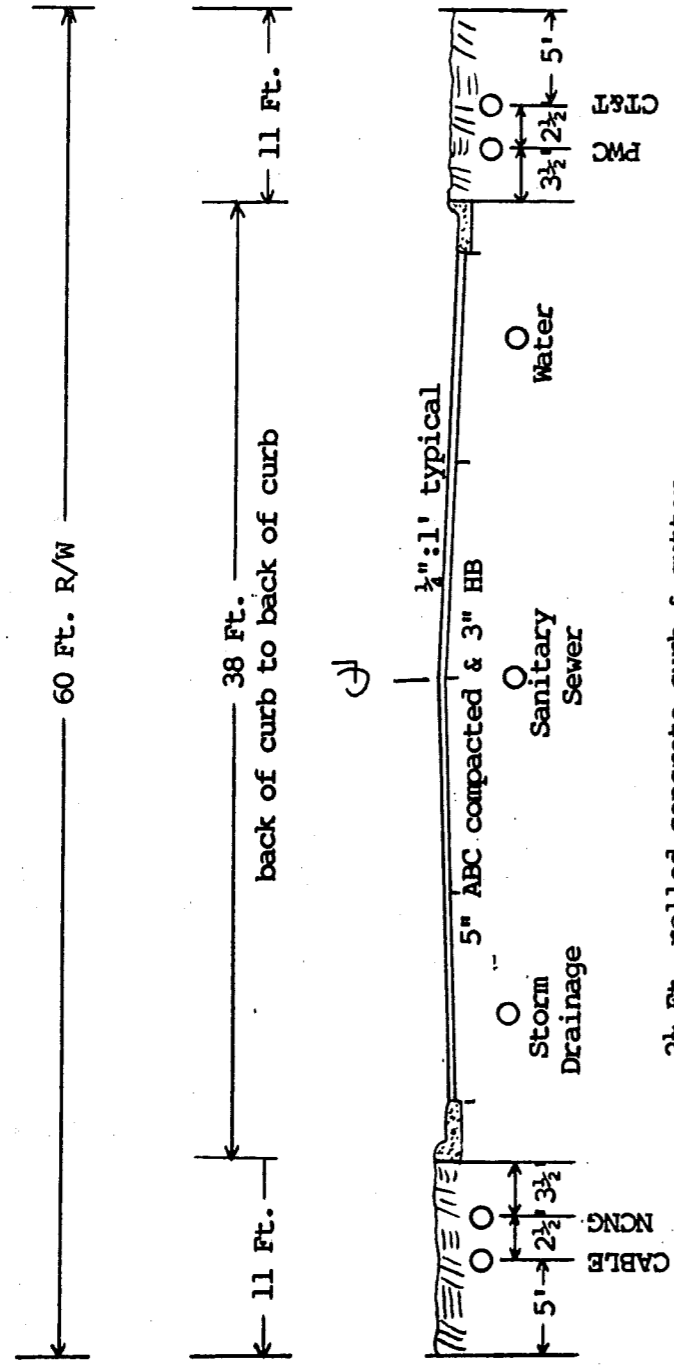


Figure 2

RESIDENTIAL COLLECTOR STREET CROSS SECTION



2½ Ft. rolled concrete curb & gutter

Two 11 Ft. traffic lanes with two 8 Ft. parking lanes
or three 11 Ft. traffic lanes

4 Ft. graded sidewalk

3 Ft. minimum utility set back from back of curb

Figure 3

TYPICAL RESIDENTIAL COLLECTOR STREET

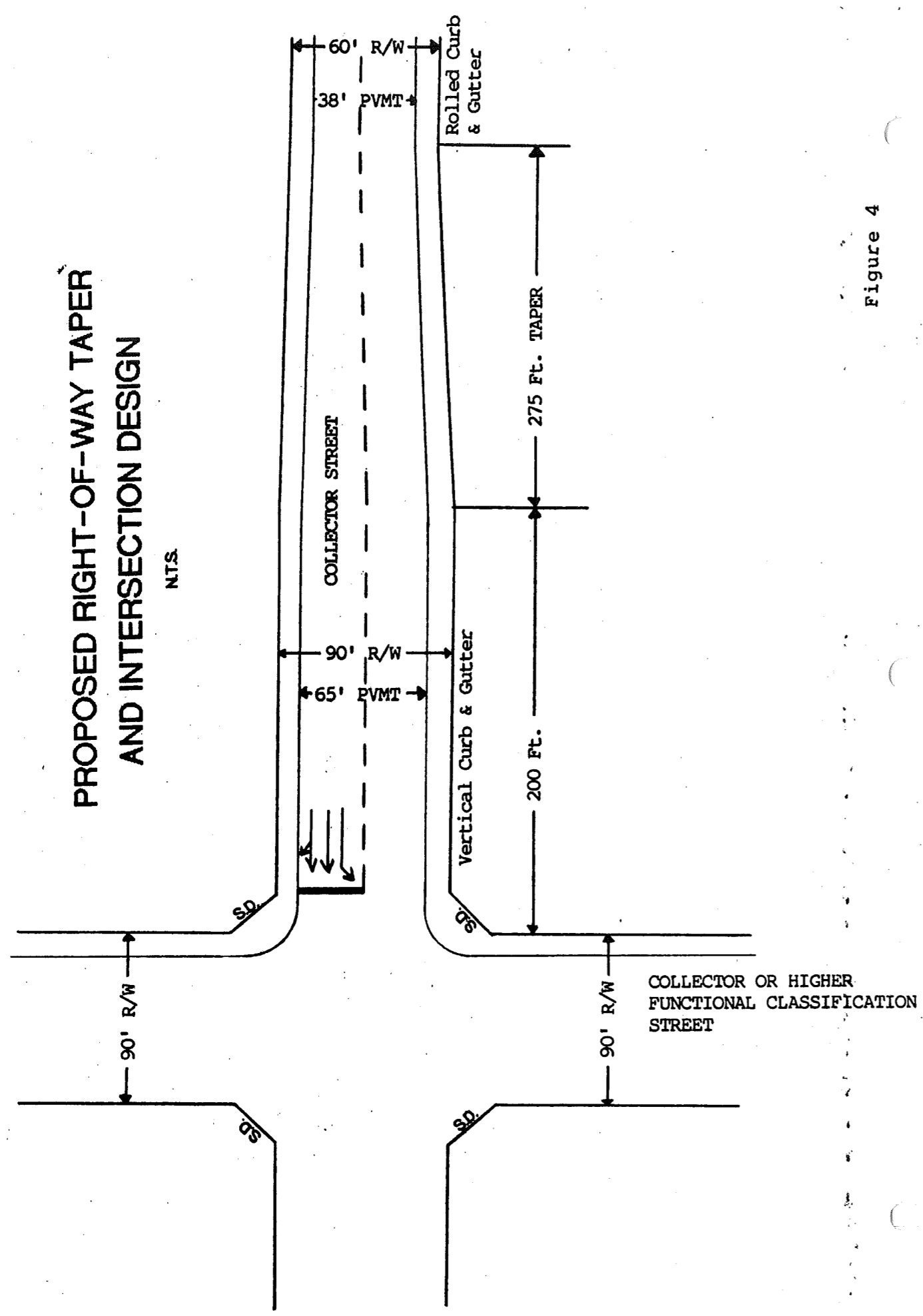


Figure 4

MOORMAN & KIZER, INC.
Engineers, Planners and Surveyors
115 BROADFOOT AVENUE • POST OFFICE BOX 53774
FAYETTEVILLE, NORTH CAROLINA 28305

TELEPHONE: (919) 484-5191
FAX: (919) 484-0388

January 31, 1992



Mr. Louis A. Chalmers, Jr., P.E.
City Traffic Engineer
Traffic Services Department
339 Alexander Street
Fayetteville, NC 28301

re: Street Standards

Dear Louis:

Following your request that we submit our proposal for a private street ordinance, I researched various existing documents and copied and modified some. I have included comments made at our meetings and the thoughts of other engineers, developers and those of mine. Please review my draft and let me have your thoughts.

You asked for a detail of the asphalt wedged curb we use in the County. Enclosed is a copy of an old street section that could be modified to fit your proposed street sections.

Also, I revised your definition of "Private Street" to reflect the proposal I have enclosed for private streets.

I hope you can agree with us on these requests and those made at the meeting of Thursday, January 23rd.

I am sure you realize that if this is to become an ordinance, there will be numerous changes required in the Zoning and Subdivision Ordinances. Adopting this as a policy will require some of these changes in ordinances. There are already numerous conflicts in our ordinances.

Call me if you want me to come to your office to discuss this.

Yours truly,

MOORMAN & KIZER, INC.

Walter C. Moorman

Walter C. Moorman, P.E.

WCM:boa

cc: Mr. John P. Smith, City Manager

CF MLW
psc

PRIVATE STREETS

Section _____
General

Private streets will be permitted to serve as access within residential developments; however, reservation of corridors for thoroughfares and utilities may be required if such are indicated on official plans as adopted by the City Council of the City of Fayetteville. Private streets may be used in residential developments to provide for security, privacy, and the use of a variety of construction materials and signage that tend to influence character of a community.

~~Properties adjacent to private streets may be deeded to the center of the street with the reservation of the required street easements or may be deeded to the margin of the designated right-of-way. All areas not deeded with individual properties will be a part of the Common Area and will be owned and maintained by the homeowners' association. Setbacks required for the zone in which the property is located will be measured from the margin of the right-of-way or street easements, unless the development is designated as "Zero Lot Line", in which case the requirements for "Zero Lot Line" will be used, which does not require any designated setback; however, in no case will the front setback be less than 25 feet from the edge of the traveled way or 20 feet from the margin of the street right-of-way or easement, whichever is greater will be used.~~

In residential developments, where properties are intended for sale to individuals, a right-of-way or easement shall be designated and shown on the record plat. Minimum width for right-of-ways or easements shall be ~~five~~ ¹⁰ feet each side of the ~~traveled way or curb, if a curb is provided.~~

- a. Maintenance: All subdivisions and residential developments in which properties are intended to be sold and which contain private streets shall create a homeowners association for maintenance of such streets. The homeowners documents must provide for adequate enforcement and funding to insure maintenance and must be approved by the City Attorney.

In developments that are to be retained under single ownership and units or lots will be for rental purposes only, maintenance of private streets shall be provided, the same as for open space or other facilities for the purpose of common use. Upon determination by the City Council that such private streets are not in a proper state of maintenance, the City Council may, in addition to other remedies, prevent re-occupancy of any structure

to which such streets provide access until such streets are in a proper state of maintenance as determined by the City Council.

- b. Access to government agency: In any development where private streets are provided, the developer shall prepare for ~~planning department~~ ^{CITY} approval and record in the Office of the Cumberland County Register of Deeds, a plat of such development indicating all private streets. It shall be indicated on such plat that any governmental agency or personnel or equipment thereof shall be granted perpetual access over all such private streets to accomplish or fulfill any service or function for which the agency is responsible and that any agency or organization designated by a governmental agency to perform a designated function shall also retain access the same as any governmental agency. It shall be indicated on such plat that any agency exercising its access rights shall have the same rights and only such liabilities as it would have on any public lands, rights-of-way or easements.

c. Design:

1. Width: All private streets and drives, intended for two way traffic, shall have a minimum width of the traveled way of eighteen feet with an additional two feet of horizontal clearance on each side. Streets and drives intended for one way traffic must have a minimum width of traveled way of twelve feet with an additional two feet of horizontal clearance on each side.
2. Driveway surfacing: A variety of surfacing and materials will be permitted ^{SUBJECT TO APPROVAL OF THE CIVIL ENGINEER} for the construction of private streets; however in all cases, the design shall be such that the load bearing capacity and wearing surface shall be equal to or exceed that of a City of Fayetteville "Residential Street".
3. Corner turning radii: Minimum ^{THIRTY} ~~twenty-five~~ feet.
4. Cul-de-sac: Where looped streets are not provided, a cul-de-sac or "T" backing space shall be provided at the ends of all dead end streets.
5. Parking bays: Parking bays are permitted on private streets, however, the bays shall be designed so that they do not encroach into the ~~horizontal clearance required in C.1. above.~~ Prot.
 ~~at R/W or EASEMENT.~~

d. Certification of construction: Upon completion of construction of private streets and related facilities including drainage systems, the developer shall provide for an inspection of all such facilities by a Registered Engineer, who shall provide in writing a statement that all private streets and related facilities are constructed in accordance with the requirements of this ordinance and the approved plans. Such statement shall be affixed with the engineer's seal and submitted to the Planning Board and approved prior to the recording of a final plat.

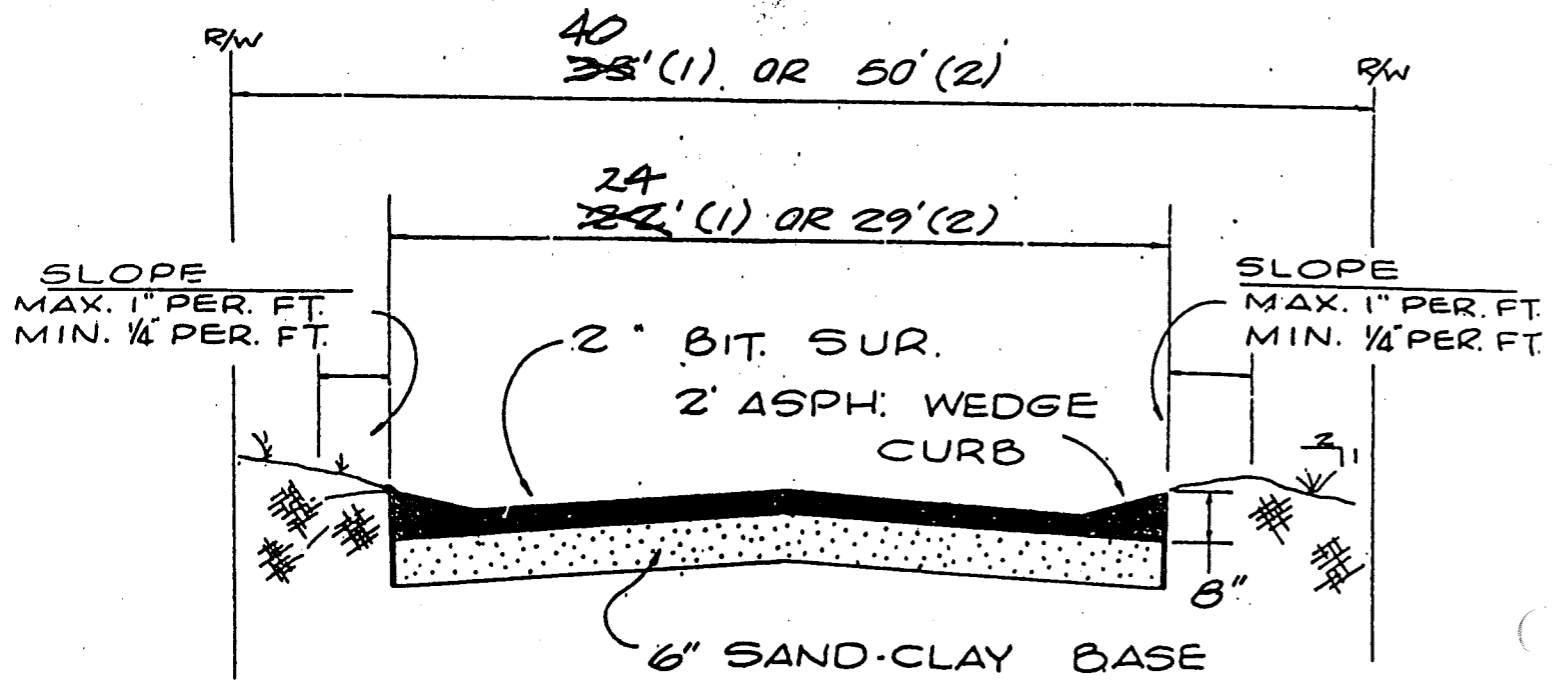
e. Signage: Street signs, direction signs, stop signs, and other signage may vary ^{in style} from the standard City of Fayetteville signs; however, the signs must be of ~~proper~~ ^{adequate} size, and ~~clarity to adequately convey the intended message or direction.~~ ^{adequately convey the intended} The City Engineer will make the determination of the adequacy of signage; however, in no case will the requirements exceed those of the City of Fayetteville standards.

f. Disclosures: In every case where residential developments contain private streets and where there is a sale of properties within the development, proper disclosures and certifications must be made as follow:

(1) A disclosure must be made by the seller, acknowledged by the buyer, and recorded with the deed that the streets are private and are not maintained by any public or governmental agency.

(2) All plats on which private streets are located shall include the above disclosure regarding maintenance and a notice regarding "Access to government agency" described in b. above.

* (PER NC GS 136-30)



TYPICAL STREET SECTION

N.T.S.

- (1) MINOR RESIDENTIAL OR CUL-DE-SAC
- (2) RESIDENTIAL STREETS

PROJECT: _____

OWNER: _____

DATE: _____

PUBLIC HEARING - SPEAKERS

SUBJECT: STREET STANDARDS

DATE: April 27, 1992

CITIZEN INPUT

(Name - Print)

(Address - Print)

- 1. WILLIAM L. ARENT (by letter) Charlotte
Carolina's Ready Mixed Concrete Assoc.
- 2. Walter C. Moorman (by letter) PO Box 53774 - Moorman + Kizer
- 3. Calvin Riddle " PO Box 53305 - " "
- 4. Gordon Rose " PO Box 103 Rose Group "
- 5. John B. Broadwell " PO Box 53587 " "
- 6. F. Royal Loyd " 4542 Raeford Rd.
- 7. C. David Averette " 1717 Swann St
- 8. June Lancaster 2612 Fashion Lane 28304
- 9. Rowland CARROLL 2208 HANBURY LANE
- 10. JIM KIZER 2718 SKYE DR - 28303
- 11. JOAN FLOYD 3305 KRISTA, 28303



1. The first part of the document is a list of names and dates. The names are written in a cursive hand, and the dates are in a more formal, printed style. The list appears to be a record of some kind, possibly a ledger or a list of transactions.

2. The second part of the document is a series of entries, each consisting of a name followed by a date and a numerical value. The names are written in cursive, and the dates and numbers are in a printed style. The entries are arranged in a columnar format, with the names on the left, the dates in the middle, and the numbers on the right.

3. The third part of the document is a list of names and dates, similar to the first part. The names are written in cursive, and the dates are in a printed style. The list appears to be a record of some kind, possibly a ledger or a list of transactions.

4. The fourth part of the document is a series of entries, each consisting of a name followed by a date and a numerical value. The names are written in cursive, and the dates and numbers are in a printed style. The entries are arranged in a columnar format, with the names on the left, the dates in the middle, and the numbers on the right.

5. The fifth part of the document is a list of names and dates, similar to the first part. The names are written in cursive, and the dates are in a printed style. The list appears to be a record of some kind, possibly a ledger or a list of transactions.



CAROLINAS READY MIXED CONCRETE ASSOCIATION
INCORPORATED

1515 MOCKINGBIRD LN., SUITE 711
CHARLOTTE, NC 28209-3219
704/ 525-2180 or 704/ 525-0502
FAX - 704/ 525-2300

MARVIN B. WARD, JR.
EXECUTIVE VICE PRESIDENT
WILLIAM L. ARENT, P.E.
DIRECTOR OF ENGINEERING

April 15, 1992

MEMORANDUM

To: Bobbie Joyner
From: William L. Arent, P.E.
Re: Public Hearing on Street Standards
Monday, April 27, 1992

I would like to be a speaker at this public hearing.
Thank you.

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY



PH.D. THESIS
SUBMITTED TO THE FACULTY OF THE DIVISION OF THE PHYSICAL SCIENCES
IN CANDIDACY FOR THE DEGREE OF DOCTOR OF PHILOSOPHY
BY
[Name]

1955

PH.D. THESIS

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
PH.D. THESIS
SUBMITTED TO THE FACULTY OF THE DIVISION OF THE PHYSICAL SCIENCES
IN CANDIDACY FOR THE DEGREE OF DOCTOR OF PHILOSOPHY
BY
[Name]

April 21, 1992

City Clerk
City of Fayetteville, North Carolina

Dear Lady:

We, the undersigned, do hereby request to be heard at the Public Hearing of the Fayetteville City Council, 7 p.m., 27 April, 1992.

We will be speaking in opposition to the "FINAL DRAFT, Street Improvement Standards Policy" dated February 7, 1992, and in favor of a "REVISED" policy that will be presented at the meeting.

Name and Address

Signatures

Walter C. Moorman
Post Office Box 53774
Fayetteville, NC 28305

Walter C. Moorman

Mr. Gordon Rose
Post Office Box 103
Fayetteville, NC 28302

Gordon Rose

Mr. C. David Averette
1717 Swann Street
Fayetteville, NC 28303

C. David Averette

Mr. Dohn B. Broadwell
Post Office Box 53587
Fayetteville, NC 28305

Dohn B. Broadwell

Mr. F. Royal Loyd
4542 Raeford Road
Fayetteville, NC 28304

F. Royal Loyd

Mr. Calvin Riddle
Post Office Box 53305
Fayetteville, NC 28305

Calvin Riddle

Thank you for your assistance and cooperation.



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MOORMAN & KIZER INC

Engineers - Planners - Surveyors

115 Broadfoot Ave - PO Box 53774
Fayetteville - NC 28305

Telephone - (919) 484-5191
FAX: (919) 484-0388

-- FAX -- FAX -- FAX -- FAX -- FAX -- FAX -- FAX -- FAX -- FAX -- FAX -- FAX -- FAX

DATE: April 22, 1992

FROM: Walter Moorman

TO: Mrs. Jeyner

NUMBER OF PAGES (Including this cover sheet): 2

COMMENTS: The signatures are all there, but not always beside their respective names and addresses. James M. Kizer and Charles F. Weber will be speaking, also.

- URGENT!
- PLEASE ACKNOWLEDGE RECEIPT!
- PLEASE CALL ME!
- PLEASE FORWARD TO: _____
- PLEASE NOTIFY: _____

If FAX is illegible: Call (919) 484-5191 immediately

-- FAX -- FAX -- FAX -- FAX -- FAX -- FAX -- FAX -- FAX --

REPORT ON THE PROGRESS OF THE WORK

1. Introduction

2. Objectives of the study

3. Methodology

4. Results and Discussion

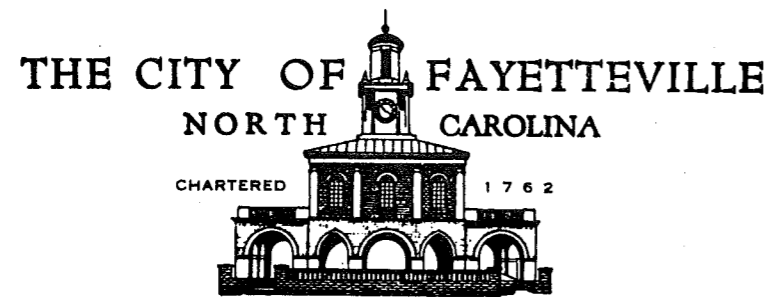
5. Conclusions

6. Recommendations

7. References

8. Appendix

9. Bibliography



CITY MANAGER

FAYETTEVILLE, NC 28301-5537

433 HAY STREET

April 22, 1992

MEMORANDUM

TO: The Mayor and Members of City Council
FROM: John P. Smith, City Manager
SUBJECT: Feasibility Study for County-Wide Public Transportation System

Last year in your budget workshops we discussed the need for a study of county-wide public transit needs. Funds were set aside to match grants to fund the hiring of a consultant to conduct the study. Those grants have been approved.

The reasons for this study are as follows:

1. The current transit system is only meeting a portion of the public transit needs of the urban area in that it is limited to service inside the City.
2. Future federal funding of public transit is ever changing.
3. The City of Fayetteville should not be expected to fund transportation services beyond its corporate limits.

The purpose of the study is as follows:

1. To assess the needs and potential demands for transit service for the entire urban area.
2. To recommend the appropriate organizational structure for meeting these needs, for example, an urban area transit authority.
3. To recommend appropriate service levels and types of services needed to meet the needs.

An Equal Opportunity
City of



Affirmative Action Employer
Dogwoods

The Mayor and Members of City Council

Page 2

April 22, 1992

4. To identify the necessary funding level and recommend appropriate funding sources.

5. To prepare a plan for implementation.

This study could be absolutely vital in determining the future of public transportation in the Fayetteville area. It is highly unlikely that public transit can survive on its current configuration.

For this study to be successful, it is important that we have the participation of a broad range of interests in the urban area, including local governments, educational institutions and major employers. Therefore I am requesting that Council authorize the Mayor to establish a broad based steering committee to select the consultant and oversee the study.

JPS/kble

Feasibility Study For Countywide Public Transportation System

- Phase 1 Evaluate the Needs for a Countywide Public Transportation System
- Phase 2 Determine the Organization of the Countywide Public Transportation System and Its Functions
- Phase 3 Identify the Availability of Funding for the Countywide Public Transportation System
- Phase 4 Formulate Strategies to Operate the Countywide Public Transportation System
- Phase 5 Outline the Steps Needed to Comply with the Clean Air Act and the American With Disabilities Act
- Phase 6 Assess the Public Participation Process
- Phase 7 Design the Implementation Plan
- Phase 8 Prepare the Final Report and Make Presentation

**TENTATIVE TIMETABLE FOR
THE FEASIBILITY STUDY OF THE COUNTYWIDE PUBLIC TRANSPORTATION SYSTEM**

MONTH	DATE	DAY	TIME	ITEM
April	8	Wednesday	5:00 P.M.	Prepare and Send AD to Papers
April	9	Thursday	5:00 P.M.	Complete RFP and Send it to City Attorney for Review
April	10	Friday	5:00 P.M.	Prepare and Send Memo to City Manager (Regarding Selecting Steering Committee Members)
April	24	Friday	5:00 P.M.	Closing Date for Receiving Letters of Interest
April	27	Monday	8:30 A.M.	Information Report To City Council
April	28	Tuesday	5:00 P.M.	Mail RFP to the Interested
April	29	Wednesday	5:00 P.M.	Begin to Select Steering Committee Members
May	5	Tuesday	9:00 A.M.	First Steering Committee Meeting: Discuss the Evaluation Criteria
May	26	Tuesday	5:00 P.M.	Closing Date for Receiving Proposals
May	28	Thursday	5:00 P.M.	Forwarding Proposals to Steering Committee Members for Review
June	5	Friday	9:00 A.M.	Second Steering Committee Meeting: Begin Selection Process
June	15	Monday	5:00 P.M.	Complete Consultant Selection Process
July	1	Wednesday	8:00 A.M.	Begin the Study

CONTRACT

This Agreement entered into this the _____ day of _____, 1992, by and between the City of Fayetteville, a North Carolina municipal corporation, hereinafter referred to as the "City", and _____, a consultant company, hereinafter referred to as the "Consultant".

Article 1. Project Location

1.1 Cumberland County, North Carolina.

Article 2. Project Purpose

2.1 Feasibility Study For Countywide Public Transportation System.

Article 3. Scope of Consulting Service

The City of Fayetteville purchased the transit system in 1976. It was purchased because the private operator, Cape Fear Valley Coach Lines was going out of business. It was felt that the bus service was needed to ensure that the citizens of Fayetteville could continue to have access to jobs, shopping and other activities. Under the management of the private operator, bus service was provided to areas in and outside of the City limits that are profitable. As time passed, some of the routes ceased to be economically viable and were cut. This trend continued and service was cut until the service area was defined as service only within the City limits. The only exceptions to this policy were routes that were extended into the County to allow the bus to turn around or the ridership on the extended segment positively impacted that route. The size of the transit system became tied to the City's growth.

The growth of the City has been hampered by its inability to annex those areas that were urban in nature. For many years the City was unable to annex areas into the City unless 100% of those being considered for annexation agreed with the effort. This caused much of the development that took place to occur outside of the City limits. This phenomenon has also created a demand for transit service from communities just outside of the current city boundaries, as well as towns within the County and the Fort Bragg/Pope AFB Military Reservation.

Another interesting aspect of Cumberland County is the current rail system. There is an extensive rail system in Cumberland County. Railroad companies provide service for manufacturing and industrial entities and the military base. The track system is patterned such that a commuter rail service could be provided very effectively within the existing rail corridors. Viability of such a system when viewed with the area population density is a subject for debate.

As the upwardly spiraling growth of the areas outside the city limits continues, efforts to expand services to meet this demand would be a financial burden. New federal mandates brought on by the Clean Air Act of 1990 and the American With Disabilities Act of 1991 will further drive up the cost of operating the transit system. The issue remains, how does one finance and operate a public transportation system in climate of increasing demand and diminishing federal and local financial support.

3.1 Phase I

Evaluate the Needs for a Countywide Public Transportation System

- 3.1.1 To what extent a Countywide Public Transportation System is needed in the urbanized and non-urbanized areas within Cumberland County?
- 3.1.2 What are the current dominant trip purposes? Will this trend continue in the future?
- 3.1.3 What are the major trip generators and attractors in the County and what geographical areas are influenced?
- 3.1.4 What geographical areas in the County need public transportation but are not currently being served?
- 3.1.5 What is the current level of public support for a Countywide Public Transportation System?

3.2 Phase II

Determine the Organization of the Countywide Public Transportation System and Its Functions

- 3.2.1 What roles will the municipal bodies, county government, and military play in determining

public transportation service from political and operational perspectives?

- 3.2.2 What would be the most effective type of administrative/governing body to govern the Countywide Public Transportation System?
- 3.2.3 What are the options for establishing the makeup of the governing body?
- 3.2.4 What powers should the members of the governing body have?
- 3.2.5 What is the relationship between the selective governing body and the municipalities, county, and the military organizations?

3.3 Phase III

Identify the Availability of Funding for the Countywide Public Transportation System

- 3.3.1 What funding sources are currently available for financing a Countywide Public Transportation System? Are these funds expected to continue? If so, for how long?
- 3.3.2 What options are available for dedicated funding sources? What is the methodology for accessing these options?
- 3.3.3 What would be the most equitable level of financial participation for the governmental and military bodies? How should these levels be adjusted if needed?
- 3.3.4 What would be appropriate fares for the Countywide Public Transportation System?
- 3.3.5 What would be the most effective collection methods for the System?
- 3.3.6 What is the forecasted fare-box recovery ratio for the Countywide Public Transportation System?

3.4 Phase IV

Formulate Strategies to Operate the Countywide Public

Transportation System

- 3.4.1 Personnel. What human sources are needed to operate the Countywide Public Transportation System?
- 3.4.2 Equipments. How many and what types of vehicles should be used in the system?
- 3.4.3 Routes. What would be the most effective route design to insure maximum public access and geographical coverage?
- 3.4.4 Bus Stops. Where should transfer points and bus stops be located? Are transit centers needed?
- 3.4.5 Schedules. What should be the service hours for each route? How frequently should the buses operate?
- 3.4.6 Rail Service. What is the role of rail service and how does it mesh with the Countywide Public Transportation System?

3.5 Phase V

Outline the Steps Needed to Comply with the Clean Air Act and the American With Disabilities Act

- 3.5.1 Clean Air Act. How can the Countywide Public Transportation System aid in bringing about compliance with the Clean Air Act of 1990?
- 3.5.2 American With Disabilities Act. How does the para-transit system fit into the public transportation system? How does the fixed routes system complement with ADA requirements?

3.6 Phase VI

Assess the Public Participation Process

- 3.6.1 What marketing strategies could be used to encourage public participation and support for the Countywide Public Transportation System?
- 3.6.2 How can these strategies be implemented?

3.7 Phase VII

Design the Implementation Plan

- 3.7.1 What are the procedures and timetable for establishing the Countywide Public Transportation System?
- 3.7.2 What guidelines should be set to insure the effective continuing operation of the Countywide Public Transportation System?
- 3.7.3 What is the feasible time schedule for bringing the Countywide Public Transportation System from starting to fully operation?

3.8 Phase VIII

Prepare the Final Report and Make Presentation

- 3.8.1 Final Report. Prepare final report. Submit sufficient copies of the final report to the City.
- 3.8.2 Presentation. Present the findings and recommendations to the City Council.

Article 4. Status Meetings and Reports

- 4.1 Consultant shall submit a status report to the City at the end of each phase.
- 4.2 Consultant shall have a meeting with the City at the end of each phase.
- 4.3 Consultant shall submit a section report to the City at the end of each phase.

Article 5. Additional Services of Consultant

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

- 5.1 Services required to materially increase the scope of the Project.

- 5.2 Surveys, analyses, and reports not required for the Project as described herein.
- 5.3 Additional services shall not be provided without prior written approval by the City.

Article 6. City's Responsibilities

- 6.1 Transit Director is the project manager and will coordinate all communications between the Consultant and the City.
- 6.2 Provide the Consultant with existing data pertinent to the Project.
- 6.3 Pay for all costs which have been incurred in obtaining proposals from contractors.

Article 7. Ownership and Copyright of Documents

- 7.1 The original maps, diagrams, charts, surveys, reports, and all other documents related to this project are to become the property of the City.
- 7.2 The City will have the copyright of all the materials cited in 7.1.
- 7.3 The Consultant expressly denies any liability flowing from the misuse of the information contained in the reports.

Article 8. Basis of Compensation

- 8.1 Basic Services. For services provided by the Consultant as described in Article 3, the City, will pay to the Consultant a lump sum fee of \$_____, and any reimbursable expenses, not to exceed \$_____.
- 8.2 Additional Services. Should any additional services over and above those listed above be required, the City agrees to compensate the Consultant at the following rate. The combined total of the services set out below shall not exceed \$_____. The Consultant

shall not perform any additional services without the prior written authorization of the City's representative.

Principal
Planner
Draftsman
Secretary
Printing

8.3. Ceiling. The combined total of 8.1 and 8.2 shall not exceed \$_____.

8.4 Times of Payment. Where a compensation for Basic Services is on the basis of a lump sum, City shall, upon conclusion of each phase of Basic Services, pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation for all phases of Basic Services.

<u>Phase</u>	<u>Percentage</u>
Phase I	10%
Phase II	10%
Phase III	10%
Phase IV	10%
Phase V	10%
Phase VI	10%
Phase VII	10%
Phase VIII	30%

	100%

8.5 Payments. The City shall process all payments to the Consultant within thirty (30) days of receipt of correct requests for payment. The Consultant agrees that a zero (0) interest penalty rate shall apply to both partial and final payments.

Article 9. Delay, Discontinuance, or Termination

9.1 The Consultant shall not be in default by reason of any failure in performance of this contract if such failure arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not restricted or

limited to, acts of God or natural causes or catastrophes.

9.2 The City may at any time, and for any reason, direct the discontinuance of the services and work contemplated under this contract 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.

9.3 This contract may be terminated by either party by providing thirty (30) days written notice to the other party. Should the City elect to terminate the contract, the Consultant shall be paid for all work completed up to and through the thirty (30) day period. Should the Consultant elect to terminate the contract, the City shall pay only for that work completed through the date of notification of agreement.

Article 10. Successors and Assigns

10.1 It is the intent of this contract to secure the personal services of the Consultant or a duly authorized and competent representative or representatives of the Consultant acceptable to the City. Failure of the Consultant for any reason to make the personal services of such a person available to the City for the purposes described in the contract shall be cause for termination of this contract. The Consultant shall not assign this contract without prior consent of the City in writing. In the event of death or disability of the principal of the Consultant, any qualified partner or associate of the Consultant 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 contract.

10.2 This contract 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 11. Insurance

11.1 The Consultant 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 Consultant and his agents or employees. In furtherance thereof, the Consultant shall take out and maintain during the period of this Contract public liability insurance in the following amounts:

- a) Bodily injury in an amount not less than three hundred thousand dollars (\$300,000) for each person and five hundred thousand dollars (\$500,000) for each incident or occurrence, and
- b) Property damage liability limits of not less than one hundred thousand dollars (\$100,000) for each accident or occurrence.

11.2 The Consultant shall comply with all State requirements relative to Workmen's Compensation Insurance.

11.3 The Consultant 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 information used by the Consultant or as a result of any negligent supervision of the work by the Consultant.

11.4 The Consultant 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 Contract.

Article 12. Miscellaneous

- 12.1 Nondiscrimination. The Consultant 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.
- 12.2 Findings Confidential. Any reports, data, or other information given to, prepared, or assembled by the Consultant under the Contract shall, if requested by the City, be kept confidential and shall not be published or made available to any individual or organization by the Consultant without prior written approval of the City.
- 12.3 Subcontract. Unless stated otherwise in this Contract, the Consultant may not subcontract any part of the work without the written approval of the City. The terms "Consultant" and "subcontractor" shall mean one and the same any obligations imposed hereunder upon one shall also be imposed upon the other.

City of Fayetteville

J. L. Dawkins, Mayor

ATTEST:

Bobbie A. Joyner, City Clerk

12
STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

CANCELLATION OF LEASE

THIS CANCELLATION OF LEASE, made and entered into this the ____ day of _____, 1992, by and between the CITY OF FAYETTEVILLE, a municipal corporation organized under the laws of the State of North Carolina (hereinafter referred to as the "LESSOR"), and CSX TRANSPORTATION, formerly Seaboard Coastline Railroad Company (hereinafter referred to as the "LESSEE");

THAT WHEREAS, on the 15th day of June, 1981, the parties hereto entered into a lease agreement as recorded in Book 2824, Page 441, of the Cumberland County Registry, and the parties are desirous of cancelling said lease contingent upon the approval of that certain lease agreement of even date herewith between LESSOR and the National Rail Passenger Service Corporation, known as Amtrak, in order for the cost of certain improvements to be funded by LESSOR and reimbursed by Amtrak, and as a result thereof the LESSEE no longer desires the use and occupation of the premises described in said lease agreement recorded in Book 2824, Page 441, of the Cumberland County Registry;

WITNESSETH:

1. That for and in consideration of the lease between LESSOR and Amtrak of even date herewith, LESSEE hereby relieves LESSOR of any and all rights, duties, responsibilities and other requirements of that certain lease agreement recorded in Book 2824, Page 441, of the Cumberland County Registry, and

further releases all right, title, interest, term of years, property, claim and demand whatsoever in and to the described premises therein arising out of said lease;

2. That from or after the date of this cancellation of lease, LESSEE shall be relieved of any rent payments under the previously existing lease, and LESSOR shall have and hold said land and all privileges and appurtenances thereto belonging to itself, its assigns and successors, forever and that LESSEE warrants that said premises are free and clear of all encumbrances, except as stated herein, and will forever warrant and forever defend the interest conveyed herein to the City of Fayetteville against the lawful claims of all persons whatsoever.

WHEREFOR, the parties hereto have set their hands and seals this the _____ day of _____, 1992.

CITY OF FAYETTEVILLE
NORTH CAROLINA

By: _____
J. L. Dawkins, Mayor

ATTEST:

Bobbie A. Joyner, City Clerk

SEABOARD SYSTEMS

By: _____

ATTEST:

STATE OF NORTH CAROLINA

LEASE

COUNTY OF CUMBERLAND

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, 1991, by and between the City of Fayetteville, a municipal corporation, organized under the laws of the State of North Carolina, hereinafter referred to as the "Lessor"; and National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act of 1970 and the laws of the District of Columbia, hereinafter referred to as "Lessee";

W I T N E S S E T H :

1. EXISTING LEASE AGREEMENT. An existing lease agreement between Lessor and Seaboard Coastline Railroad Company as dated effective April 14, 1981, and for a term to expire April 30, 1996, and recorded in Book 2824, Page 441 at the Cumberland County Register of Deeds office shall be mutually terminated by Lessor and Seaboard Coastline Railroad Company upon execution of this lease agreement. The termination of the existing lease agreement and the execution of this lease agreement shall be recorded sequentially. The terminated lease agreement shall become Exhibit "D" of this lease agreement and is attached hereto and hereby incorporated herein.

2. LEASED PROPERTY. The Lessor hereby leases to the Lessee, subject to the terms and conditions herein expressed, that certain parcel of real property located in Cumberland County, North Carolina, more particularly described in Exhibit "A", attached hereto and hereby incorporated herein (hereinafter referred to as the "Demised Property "A").

The Lessee hereby agrees to remove and relocate its operations, personnel and equipment from the Demised Property "A" to another portion of the same building, more particularly

described in Exhibit "B", attached hereto and hereby incorporated herein (hereinafter referred to as "Demised Property "B"). Specific relocation conditions are described in Paragraph "3. RELOCATION TO DEMISED PROPERTY "B".

3. RELOCATION TO DEMISED PROPERTY "B".

(a) The Lessor and Lessee hereby agree to jointly participate in the Renovation/Construction of the Demised Property "B" which is located at the Northern end of the same building of the Demised Property "A" and further described in Exhibit "B" attached herein.

(b) The Lessor hereby agrees to provide design and contract administration services for the renovation/construction of the Demised Property "B" based on the interior/exterior conceptual plan, mutually developed by the Lessor and Lessee, more particularly described in Exhibit "C", attached hereto and hereby incorporated herein. The Lessor hereby agrees to provide funding for this renovation project, contingent on the Lessee's agreement to reimbursement conditions further described below.

(c) The Lessee hereby agrees to provide the Lessor with all technical design requirements specific to the Lessee's operational requirements and reimbursement funding to the Lessor for all renovation/construction costs to include the original contract award amount and subsequent change orders which are not uncommon to renovation projects. The estimated amount of renovation/construction costs is \$183,700.00. The Lessee hereby agrees to issue reimbursement payments to the Lessor within thirty (30) days of receipt of Lessor's invoice, in the amount equal to the invoice which shall be the amount expended by the Lessor toward the renovation project.

(d) In the event that the initial contract bid amount shall exceed \$183,700.00, the Lessee may either approve additional

reimbursement funds equal to the bid amount or consult with the Lessor on methods for reduction of project costs prior to bid award.

(e) The Lessor and Lessee hereby agree to complete the renovation/construction of Demised Property "B" on or before April 30, 1996, at midnight.

(f) The Lessee hereby agrees to relocate its operations, equipment and personnel to the renovated Demised Property "B" within fifteen (15) days after Lessor's acknowledgment of receipt of Lessee's final project reimbursement payment.

4. POSSESSION BY TENANT. Possession of the Demised Property "A" shall be delivered to Lessee not later than the commencement date of this lease. The Lessee's relocation to the Demised Property "B", during the active term of this lease and subject to the terms and conditions expressed herein, shall occur upon availability of the property as described in Paragraph "3. RELOCATION TO DEMISED PROPERTY "B".".

5. TERM. The term of this lease shall be fifteen (15) years, and no (0) months, beginning on April 30, 1991, at midnight and ending at midnight on April 30, 2006.

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

7. OPTION TO TERMINATE. Lessee may elect to terminate this lease prior to April 30, 2006, by giving the Lessor six (6) months prior written notice to that effect and performing all of

its obligations hereunder through such termination date, including the surrender of the demised property in good repair, ordinary wear and tear excepted, on or before that date.

8. RENT. The rent for the term of the lease shall be One Dollar (\$1.00) per year.

9. TAXES. The Lessor agrees that it will list in its name for taxation the demised premises and all improvements and buildings placed thereon, and that Lessee will pay all ad valorem property taxes, both real and personal, assessed against the demised premises to include any special assessments levied and permitted by law.

Provided further, that in the event the Lessor shall register the demised property for historic preservation purposes, the Lessee shall be entitled to any tax benefits accruing as a result of said registration, but shall not be relieved of any other taxes upon the property demised and Lessee shall continue to pay upon its personal property located on, in, under or about the demised property any and all franchise, corporate, income, or any other taxes imposed upon it and/or attributable to it during the term of the lease.

10. USE. The Lessee shall use and occupy the demised property for its terminal and passenger operations. The Lessee shall not use or knowingly permit any part of the demised property to be used for any other purpose without the express approval of the Lessor, nor shall it be used for any unlawful purpose.

11. QUIET ENJOYMENT. The Lessee, upon the payment of the rent herein reserved and upon the performance of all the terms of the lease, shall at all times during the lease term and during any extension or renewal term peaceably and quietly enjoy the demised property without any disturbance from the Lessor or from any other person claiming through the Lessor.

12. REPAIRS, ALTERATIONS AND IMPROVEMENTS.

(a) That the Lessee shall notify Lessor of any and all damage or appearance of disrepair to the demised property within 24 hours of its detection.

(b) That no alteration and no physical or structural change and no change in the color or surfacing shall be made to the exterior or interior of those portions of the building located on the premises and used by the Lessee without the written approval of the Lessor which will not unreasonably be withheld, nor shall any additional structure be constructed or permitted to be built upon the premises unless the Plans and exterior designs for such structure have likewise been approved in writing by Lessor.

(c) The Lessor shall be responsible for the maintenance and repair of all common areas adjacent to the leased property as shown on the leased property exhibit attached hereto, as well as the exterior of the building. The Lessee agrees to allow the Lessor access to the demised premises at any reasonable hour in order for Lessor to make necessary repairs. Without in any way limiting the maintenance responsibilities of Lessor, Lessor shall be responsible for the following maintenance and repair of the demised premises in accordance with its standard policies: maintenance of all common areas, landscaping and exterior walls; snow removal from all public driveways, sidewalks and parking lots within the common areas; and maintenance and repair of the mechanical, structural and electrical systems inherent to the building.

(d) That the Lessee shall be responsible for restoring, to original condition, any and all damage not to include normal wear and aging, to the demised property and common areas which results from the use of these premises by the Lessee's agents and patrons within 45 days of detection of such damage.

(e) Any improvements, alterations and/or repairs of a permanent nature that would constitute real property improvements, including the heating plant, shall become the property of the Lessor and upon termination of this lease shall remain on the demised premises.

(f) Lessor shall retain ownership of the historic waiting room benches during this agreement and in the event of the Lessee's departure from the premises for any reason.

13. LESSEE'S COMPLIANCE WITH THE LAWS. The Lessee, at its sole expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities and with any direction of any public officer, pursuant to laws, which shall impose any duty upon the Lessor or the Lessee with respect to the demised property. The Lessee, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this lease, or for the making of repairs, alterations, improvements, or additions, and the Lessor, where necessary, will join with the Lessee in applying for all such permits or licenses.

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

equipment and personal property of every other sort or nature placed upon the demised premises by the Lessee and not considered to be real property, provided that such property is removed without substantial injury to the demised property. No injury shall be considered substantial if it is promptly corrected by restoration to the condition prior to the installation of such property, if so requested by the Lessor. Any such property not removed shall become the property of the Lessor.

15. UTILITIES AND JANITORIAL SERVICE. The Lessee shall pay all charges for gas, electricity, light, heat, power and telephone or other communication service or utility service used or rendered, or supplied upon or in connection with the demised property and shall indemnify the Lessor against any liability or damages on such account. For these purposes, a separate meter shall be established by the Fayetteville Public Works Commission solely for the demised premises. The Lessee shall further pay all charges for janitorial services for the general care and cleaning of the demised premises.

16. DEFAULT. If the demised property shall be deserted or vacated, or if proceedings are commenced against the Lessee in any court under bankruptcy act or for the appointment of a trustee or receiver of the Lessee's property either before or after the commencement of the lease term, or if there shall be a default in the payment of any additional rent or any part thereof for more than thirty (30) days after written notice of such default by the Lessor, or if there shall be default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of the Lessee for more than thirty (30) days after written notice of such default by the Lessor, this lease (if the Lessor so elects) shall thereupon become null and void and forfeited and the Lessor shall have the right to re-enter or repossess the demised property, and remove therefrom the Lessee, or other occupants thereof, and their efforts, without being liable to any

prosecution therefor. In such case, the Lessor may, at its option, re-let the demised property or any part thereof, as the agent of the Lessee.

17. LESSOR'S RIGHT TO PERFORM. If the Lessee shall default in the performance of any covenant or condition in this lease required to be performed by the Lessee, the Lessor may, after thirty (30) days notice to the Lessee, or without notice if in the Lessor's opinion an emergency exists, perform such covenant or condition for the account and at the expense of the Lessee and the Lessee shall reimburse the Lessor for the amount of such expense. Should the Lessee, pursuant to this lease, become obligated to reimburse or otherwise pay the Lessor any sum of money in addition to the specific rent, the amount thereof shall be deemed additional rent, in which event the Lessor shall have the remedies for default in the payment thereof provided by this lease. The provisions of this paragraph shall survive the termination of this lease.

18. LESSOR'S RIGHT OF ENTRY. The Lessor and its representatives may enter the demised property, at any reasonable time, provided notice is given for the purpose of inspecting the demised property, performing any work which the Lessor elects to undertake made necessary by reason of the Lessee's default under the terms of this lease, exhibiting the demised property for sale, lease, or mortgage, financing, or posting notices of responsibility under any mechanic's lien law.

19. FIRE OR OTHER CASUALTY. In case of damage by fire or other casualty to the building located on the demised property, if the damage is so extensive as to amount practically to the total destruction of the demised property or of such building, and if a general contractor licensed in North Carolina shall certify that six (6) months or more shall be required to repair the damage, the Lessee may elect to terminate this lease by written notice to the Lessor within sixty (60) days from the date

of the fire or other casualty; and if the Lessee shall elect to terminate as above provided, this lease shall terminate, the Lessor shall be entitled to the proceeds of all extended coverage policies provided for under Paragraph 20(a) below, and the rent shall be apportioned to the date of the damage. In all other cases where the demised property is damaged by fire or other casualty, the Lessor shall repair the damage with reasonable dispatch, provided, however, that Lessor's obligation to repair shall be limited to the amount of insurance proceeds available therefor. If the damage has rendered the demised property untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond the Lessor's control.

20. INSURANCE.

(a) **LIABILITY AND PROPERTY DAMAGE.** Lessee is a self-insurer and shall indemnify and hold the Lessor, its agents, officers and employees harmless against any claims for injury or damage to persons or property including but not limited to any computer or other operations equipment arising on the demised premises by reason of the negligence or carelessness of the Lessee, its agents, servants, employees, invitees, licensees or contractors.

(b) **FIRE AND EXTENDED COVERAGE.** At all times during the terms of this lease, Lessor shall insure the demised premises against the casualty of fire in an amount not to exceed the reproducible value of the property.

21. RELOCATION; CONDEMNATION.

The following conditions do NOT pertain in any way to the anticipated relocation of the Lessee from the Demised

Property "A" to the Demised Property "B", as referred to in Paragraphs "2.", "3.", and "4." of this lease agreement.

(a) If the whole of the demised property, or such portion thereof as will make the demised property unsuitable for the purposes herein leased, is needed by the Lessor or any other public or private condemnor as permitted by law and, except for business relocation expenses, Lessee hereby waives any rights it may have under the laws of eminent domain and this lease shall cease from the time when possession is taken by such public or private authority and rental shall be accounted for between the Lessor and the Lessee as of the date of the surrender of possession.

(b) In the event that the Lessee has to relocate as a result of a taking of the demised premises under authority of eminent domain, Lessee shall be responsible for the cost of any employee benefits or claims made by employees of the Lessee, that may accrue as a result of said relocation including but not limited to termination, loss of wages, or moving expenses and Lessee expressly waives any claims it may have against Lessor for said costs or claims pursuant to any federal or state law or regulation.

22. ASSIGNMENT AND SUBLETTING. The Lessee shall not assign, mortgage, or encumber this lease, nor sublet or permit the demised property or any part thereof to be used by others, without the prior written approval of the Lessor, which will not be unreasonably withheld.

23. NOTICE. Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. The Lessor hereby designates its address as City Hall, 433 Hay Street, Fayetteville, NC 28301. The Lessee hereby designates its

address as National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington DC 20002, ATTN: Real Estate.

24. RIGHT TO ERECT SIGNS. All signs erected, placed or maintained by Lessee, or allowed to be erected, placed or maintained by it, on the demised premises must be first approved by the Lessor and shall relate to the business conducted by Lessee on the demised premises; and Lessee shall not erect, place or maintain or permit to be erected, placed or maintained any signs on the demised premises containing advertising materials not directly related to the business conducted by Lessee on the demised premises in a good state of repair and to save the Lessor harmless from any loss, cost, or damage resulting from the erection, maintenance, existence, or removal of any of Lessee's signs. Lessee shall not erect, place, or maintain any sign on the demised premises in violation of any applicable law or ordinance or rule of any governmental agency.

25. ENTIRE AGREEMENT. This lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, or discharge it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, or discharge is sought.

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

CITY OF FAYETTEVILLE

BY: _____ (SEAL)
J. L. Dawkins, Mayor

ATTEST:

Bobbie A. Joyner, City Clerk (SEAL)

NATIONAL RAILROAD PASSENGER CORPORATION

BY: _____ (SEAL)
Tony DeAngelo, Vice President
Real Estate and Operations Development

ATTEST:

Secretary (SEAL)

SEAL-STAMP NORTH CAROLINA, _____ County.

I, _____ a Notary Public in and for said County and State do certify that Bobbie A. Joyner personally appeared before me this day and acknowledged that she is City Clerk for the City of Fayetteville, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City of Fayetteville, the foregoing instrument was signed in its name by its Mayor, J. L. Dawkins, sealed with its corporate seal and attested by Bobbie A. Joyner as its City Clerk.

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

Notary Public

My Commission Expires: _____

SEAL-STAMP NORTH CAROLINA, _____ County.

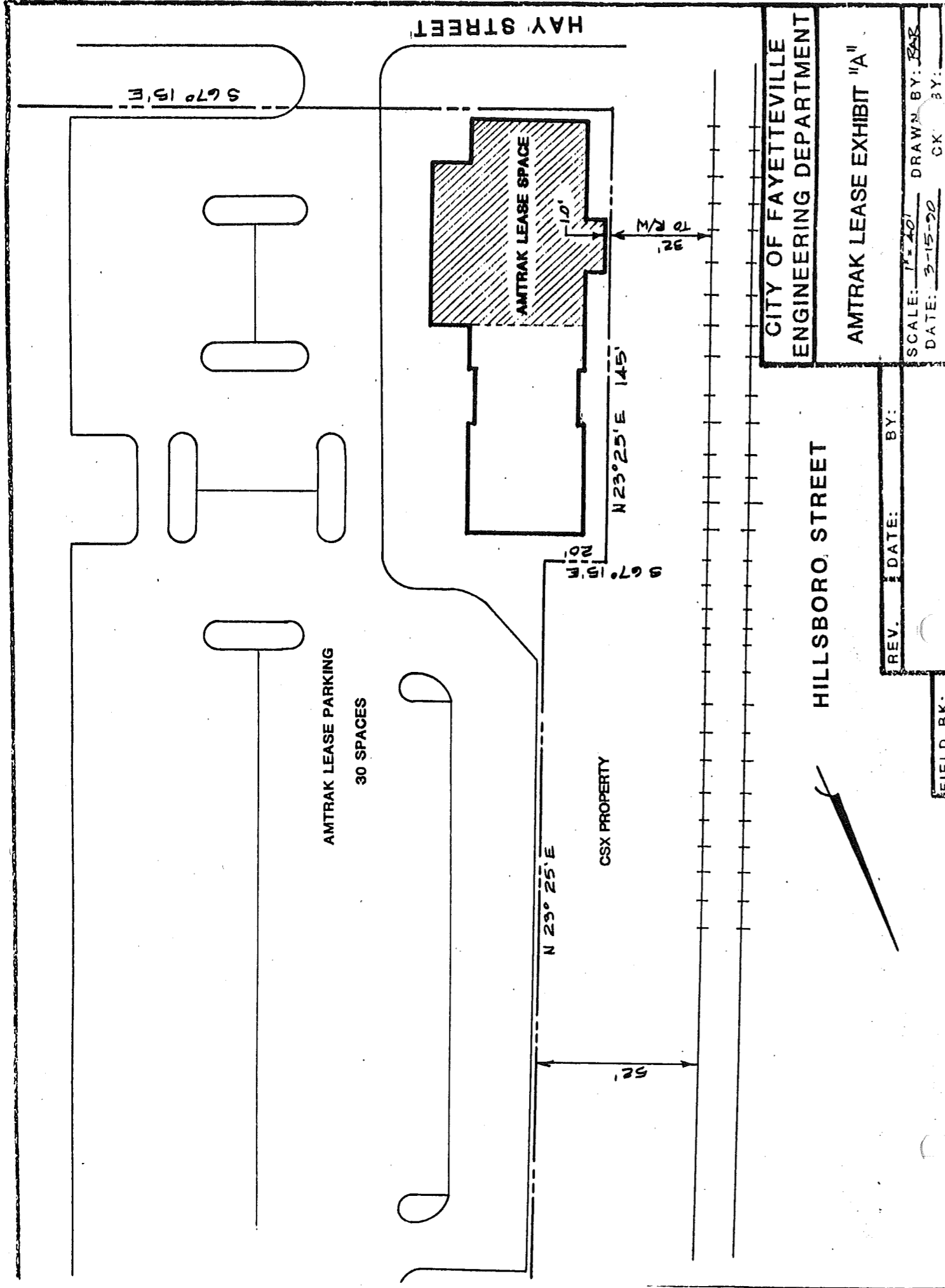
I, _____ a Notary Public in and for said County and State do certify that this day and acknowledged personally appeared before me that he/she is the _____ of NATIONAL RAILROAD PASSENGER CORPORATION, organized under the Rail Passenger Service Act of 1970 and the laws of the District of Columbia, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, Tony DeAngelo, sealed with its corporate seal and attested by herself/himself as its _____.

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

Notary Public

My Commission Expires: _____

- Attachment: Exhibit "A"
Exhibit "B"
Exhibit "C"
Exhibit "D"



CITY OF FAYETTEVILLE
ENGINEERING DEPARTMENT

AMTRAK LEASE EXHIBIT "A"

SCALE: 1" = 40'
DATE: 3-15-20
DRAWN BY: JSB
CK BY:

REV. DATE: BY:

FIELD BK:

HILLSBORO STREET

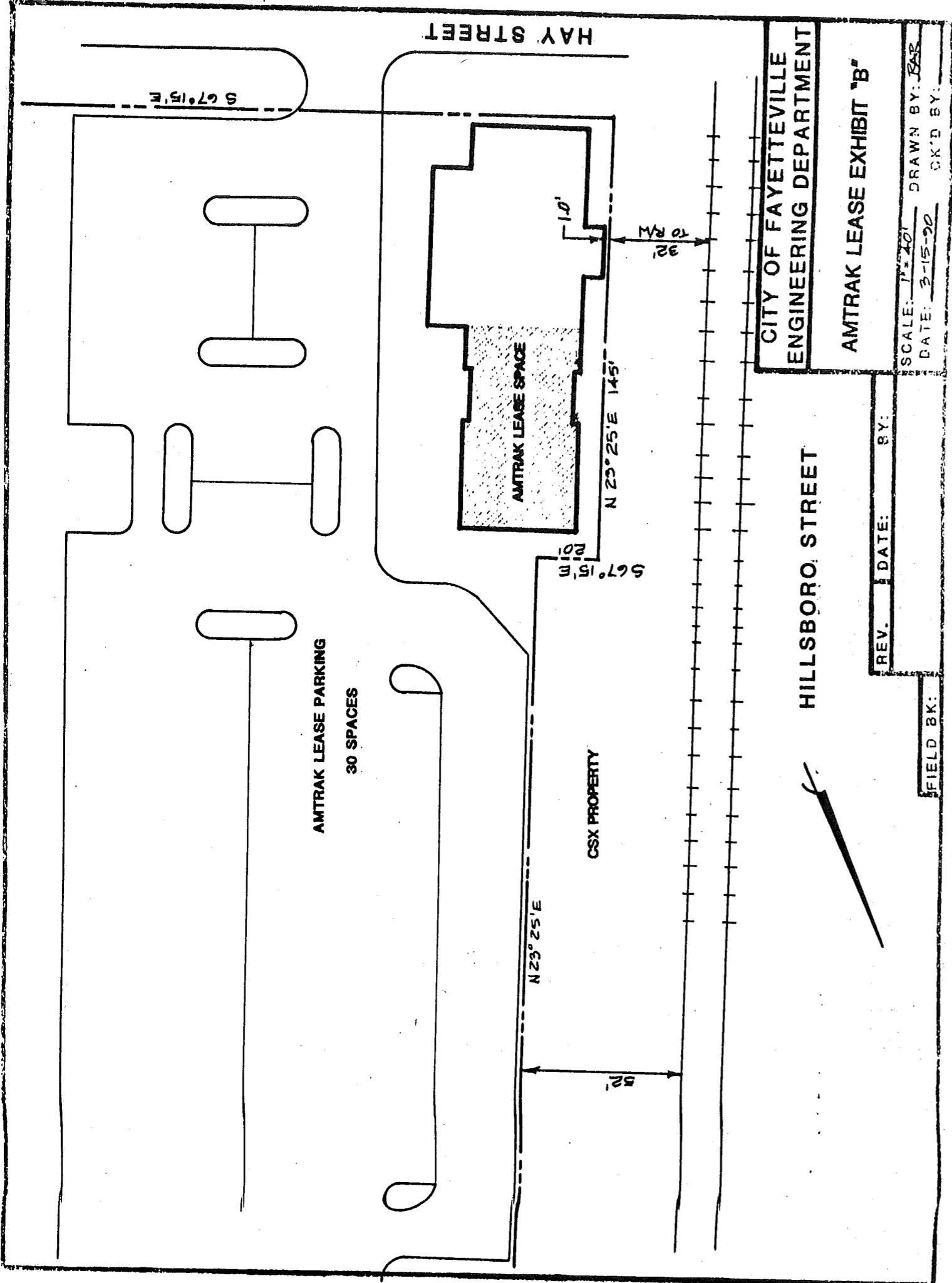
HAY STREET

S 67° 15' E

S 67° 15' E

52'

32' 0"



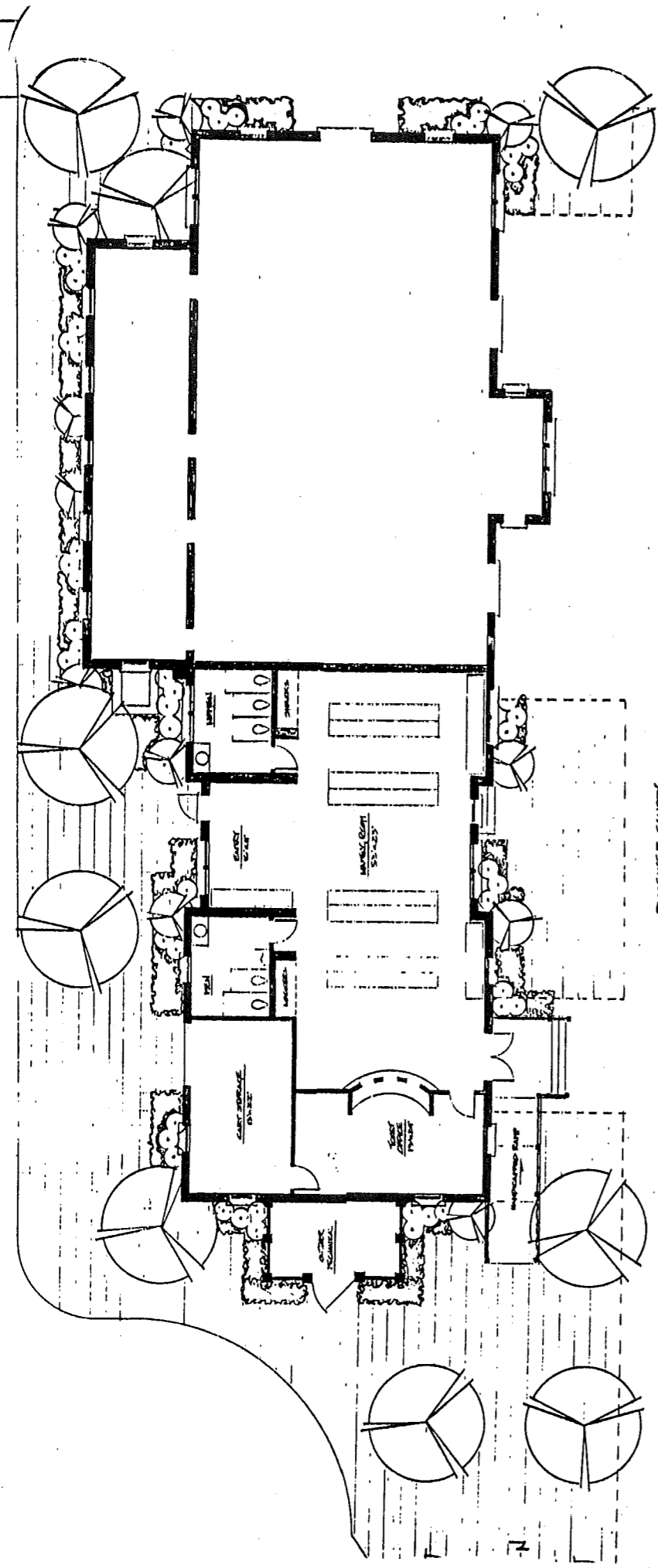
CITY OF FAYETTEVILLE
ENGINEERING DEPARTMENT

AMTRAK LEASE EXHIBIT "B"

REV.	DATE:	BY:

FIELD BK:

SCALE: 1" = 10'
DATE: 3-15-20
DRAWN BY: JAS
CK'D BY:



PORCHUSE GAUDET

**CITY OF FAYETTEVILLE
ENGINEERING DEPARTMENT**

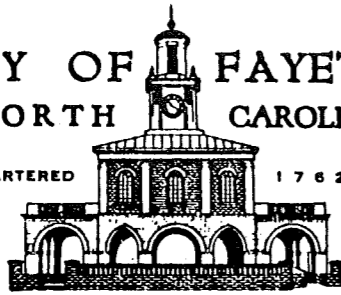
**CONCEPTUAL LAYOUT
AMTRAK LEASE EXHIBIT 4th**

APPROVED		CITY ENGINEER	
DESIGNED BY	DATE	DESIGNED BY	DATE
SCALE	DATE	DATE	DATE
1/2"	11-15-20	11-15-20	11-15-20

TRACE

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

8 April 1992

MUNICIPALITY OF FAYETTEVILLE
OFFICE OF THE CHIEF OF POLICE
SUITE 124, 131 DICK STREET
FAYETTEVILLE, N. C. 28301-5798
TELEPHONE: (919) 433-1819

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

RE: ADA Christine Pope v. City of Fayetteville
(Officer Podobinski)

Dear Members of City Council:

I have been sued by ADA Christine Pope in 92 CVS 1879 as a result of performing my duties as a police officer for the police department of the City of Fayetteville. Pursuant to N.C.G.S. 160A-167, I am requesting that the City Council provide for the defense of this case and authorize the hiring of an attorney on my behalf.

Thank you for your consideration. I am

Sincerely,

RANDY K. PODOBINSKI
Police Officer

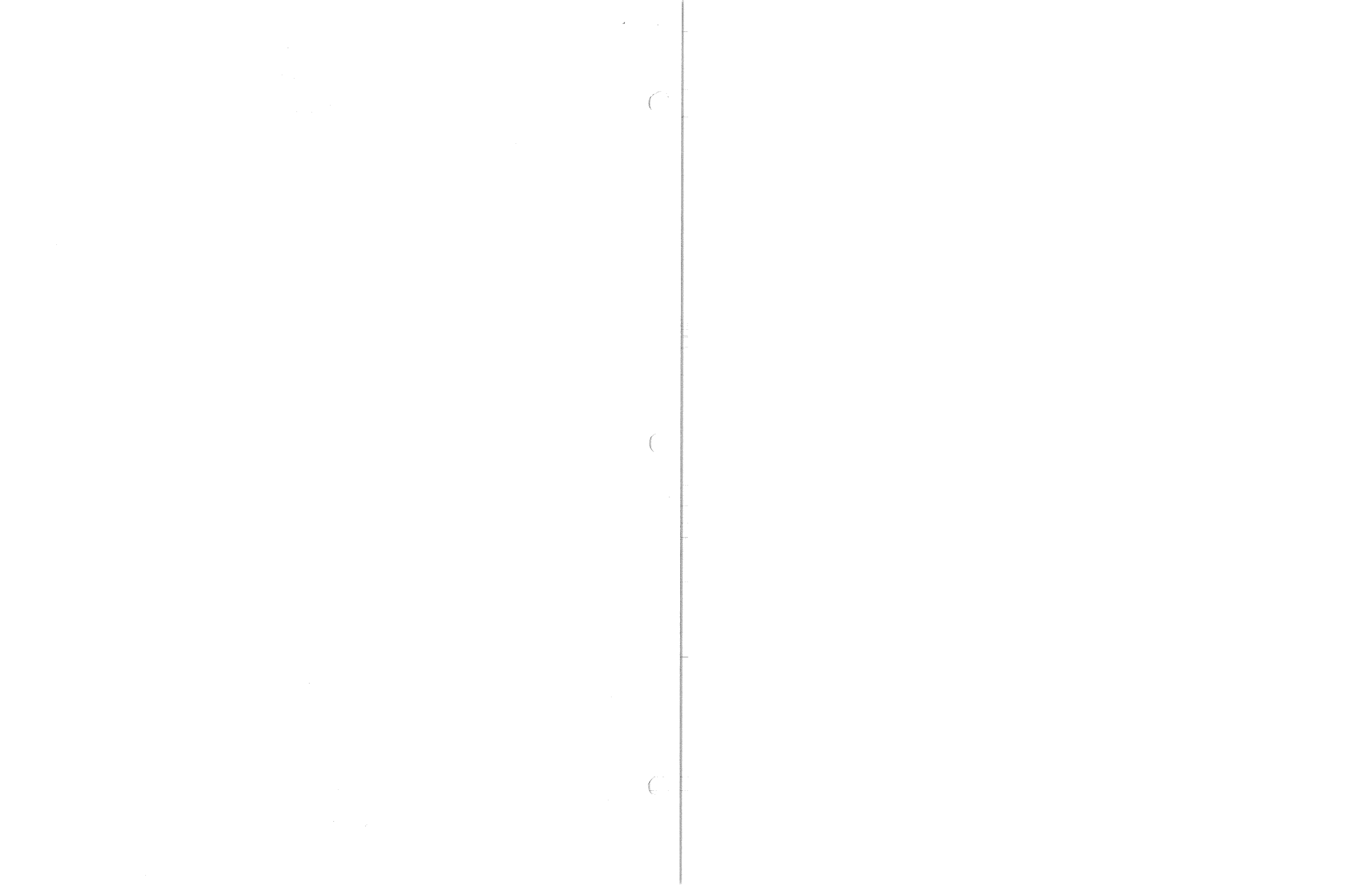
BEW/klg

122nd NATIONALLY ACCREDITED



LAW ENFORCEMENT AGENCY

An Equal Opportunity Affirmative Action Employer





Fayetteville Historic Resources Commission

AGENDA
TUESDAY, APRIL 28, 1992
4:00 P.M.
MULTI-PURPOSE CONFERENCE ROOM
FIRST FLOOR
CITY HALL

1. Roll Call
2. Approval of the Minutes of the March 24, 1992 Regular Meeting
3. Unfinished Business
 - A. Plaque and Publications Committee Update
 - B. Update on FSU Internship Program
4. New Business:
 - A. Consideration of Application for Local Landmark #92-2
First Presbyterian Church 259 Ann Street
 - B. Application for Certificate of Appropriateness #92-2
Atlantic Coast Line Railroad Station (AMTRAK)
 - C. Application for Certificate of Appropriateness #92-3
The Palace Hotel 223 Hay Street
 - D. Application for Certificate of Appropriateness #92-4
The Dixie Theater Building 225-227 Hay Street
 - E. Discussion of LaFayette Hotel by Dr. Menno Pennink
5. Discussion
6. Adjournment

MINUTES OF THE
FAYETTEVILLE HISTORIC RESOURCES COMMISSION
REGULAR MEETING
TUESDAY, MARCH 24, 1992
4:00 P.M.
CITY HALL, MULTIPURPOSE ROOM, FIRST FLOOR

MEMBERS PRESENT

W. Wayne McGary, Chairperson
Sue Bandy
Ranny Nimocks
Henry Player
Dr. Jon Young

STAFF PRESENT

Lisa Novick

MEMBERS ABSENT

Arnetha Robinson
Ruby Murchison

1. Roll Call

Chairperson McGary called the meeting to order at 4:00 p.m. and noted the excused absences of Mrs. Murchison and Mrs. Robinson.

2. Approval of the Minutes of the February 25, 1992 Regular Meeting

Chairperson McGary asked if there were any corrections to the minutes of the Regular Meeting of February 25. There were no corrections and the motion was made by Dr. Young and seconded by Mrs. Bandy to approve the minutes as mailed. The vote was unanimous.

3. Unfinished Business

Review Goals. Chairperson McGary introduced the subject of the review of the goals and reminded the Commission that the goals should be ranked in some order of importance. The goals were discussed at considerable length, particularly the plaques which Ms. Novick discussed in relation to a question from the Women's Club and a sample plaque from the Erie Landmark Company. Chairperson McGary asked Ms. Novick to make the new list of the goals and mail with the next Agenda mailing.

4. New Business

A. Report from FSU Internship Committee

Chairperson McGary asked Dr. Young to report on the committee meeting. Dr. Young provided everyone with minutes of the committee meeting which was held on Monday, March 9, 1992, at Fayetteville State University. He said that the Internship Program project objective, major tasks, final projects and criteria, etc. were discussed and it was decided that Ms. Barbara Jones of FSU and Ms. Novick should meet at the Planning Department to discuss the final format for the program objective. He said that the meeting concluded on that note and provided the Commission with additional memoranda.

B. Report on Spring Commission Workshop

Chairperson McGary said that he and Ms. Novick both attended the State Historic Preservation Office Commission Workshop in Greenville and were impressed with the meeting, particularly the mock Commission meeting.

Myrick Howard, the Executive Director of Preservation/North Carolina Inc., chaired at the workshop. He made copies of the handouts from the State Historic Preservation Office for all Commissioners and distributed them at the Commission meeting. The guidelines were discussed in relation to the Commission meeting. Ms. Novick said that she provided the Commission with complete guidelines pursuant to the mock Commission meeting when she was hired by the Cumberland County Joint Planning Board, however, they were not accepted by the sitting Commission as they were determined to be too detailed and complex. Dr. Young asked if it would be possible to review those original guidelines. Ms. Novick said that she would send them out with the next agenda mailing for the April meeting. Chairperson McGary concluded the discussion by reiterating that it was a very worthwhile workshop.

C. Set Meeting Date for Plaque and Publications Committee

Chairperson McGary asked the committee members present to discuss a possible date. It was decided that the committee should meet on Tuesday, April 21, 1992, at the Old Cumberland County Courthouse in Room 223, Ms. Novick's office, at 4:00 p.m.

5. Discussion

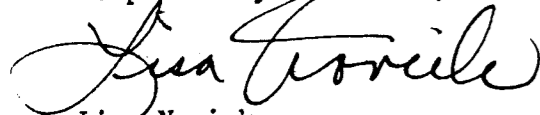
Mrs. Bandy made the motion which was seconded by Mr. Player, that Ms. Novick go ahead and start researching the walking and driving tour of Fayetteville's historic properties. Mr. Player mentioned that the Farmer's Market Project was moving along, and provided additional information on the Kyle House, particularly that the columns would be delivered from Todd Dickenson. Chairperson McGary said that the Commission should consider National Register Buildings, including churches and publicly-owned buildings for the local register. He provided the Commissioners with a list. Discussion ensued. Mr. Player suggested a resolution of recognition.

6. Adjournment

Due to the lateness of the hour Mr. McGary called for adjournment. The motion for adjournment was made by Vice Chairman Nimocks and seconded by Dr. Young.

The meeting adjourned at 5:20 p.m.

Respectfully submitted,



Lisa Novick
Historic Resources Planner/Commission Secretary

LN/be

Attachment: List of Goals

 Fayetteville Historic
Resources Commission

SHORT RANGE GOALS

1. Certified Local Government Program
2. Fayetteville State University Internship Program
3. Brochure Publication
4. National Register Plaques for City-owned Properties
5. Plaques For All Locally Designated Landmarks
(Properties)
6. Identify Potential Locally Designated Properties
7. Historic Tour
8. Scotch Spring Plaque Project

LONG RANGE GOALS

1. Naming of Historic Buildings
2. Identify National Register Properties Not Locally
Designated