

# City of Fayetteville

433 Hay Street  
Fayetteville, NC  
28301-5537  
(910) 433-1FAY (1329)

## Meeting Agenda - Final City Council Regular Meeting

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Monday, April 9, 2018

7:00 PM

Council Chamber

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### REVISED

1.0 CALL TO ORDER

2.0 INVOCATION

3.0 PLEDGE OF ALLEGIANCE

4.0 ANNOUNCEMENTS AND RECOGNITIONS

5.0 APPROVAL OF AGENDA

6.0 CONSENT AGENDA

- 6.01**      [18-149](#)      Approval of Meeting Minutes:  
February 12, 2018 - Discussion of Agenda Items  
February 12, 2018 - Regular  
February 21, 2018 - Special  
February 26, 2018 - Discussion of Agenda Items  
February 26, 2018 - Regular  
March 5, 2018 - Work Session  
March 7, 2018 - Special  
March 19, 2018 - Discussion of Agenda Items  
March 19, 2018 - Regular  
March 26, 2018 - Discussion of Agenda Items

**Attachments:**      [021218 Discussion of Agenda Items.doc](#)  
[021218 Regular.doc](#)  
[022118 Special CIP.doc](#)  
[022618 Discussion of Agenda Items.doc](#)  
[022618 Regular.doc](#)  
[030518 WKS.doc](#)  
[030718 Special \(Baseball\).doc](#)  
[031918 Discussion of Agenda Items.doc](#)  
[031918 Regular.doc](#)  
[032618 Discussion of Agenda Items.doc](#)

- 6.02**      [18-122](#)      Award Ballpark Materials Testing and Inspection Service Agreement  
**Attachments:**      [F&R](#)
- 6.03**      [18-136](#)      Adoption of Capital Project Ordinance Amendment 2018-51 for the Linear Park Project  
**Attachments:**      [CPOA 2018-51 \(Linear Park\)](#)
- 6.04**      [18-139](#)      Bid Recommendation - Filter Equipment and Components for Rockfish Creek WRF  
**Attachments:**      [Bid Recommendation - Purchase of Filter Equipment-2](#)
- 6.05**      [18-140](#)      Bid Recommendation - In-Line Process Pumps  
**Attachments:**      [Bid Recommendation - Inline Pump Request](#)
- 6.06**      [18-142](#)      Land Lease for Construction of the Western Senior Center  
**Attachments:**      [State of North Carolina through Wildlife Resources Commission Lake Rim Leas](#)
- 6.07**      [18-154](#)      Consideration of a Resolution Opposing a Change from the Election of Judges to the Selection of Judges  
**Attachments:**      [Judges Selection Opposition](#)

## 7.0 PUBLIC FORUM

## 8.0 PUBLIC HEARINGS

*For certain issues, the Fayetteville City Council may sit as a quasi-judicial body that has powers resembling those of a court of law or judge. The Council will hold hearings, investigate facts, weigh evidence and draw conclusions which serve as a basis for its decisions. All persons wishing to appear before the Council should be prepared to give sworn testimony on relevant facts.*

- 8.01**      [18-148](#)      Public Hearing on a Bond Order Authorizing the Issuance of Limited Obligation Bonds to Finance a Baseball Stadium and a Parking Deck, and a Resolution Making Certain Findings and Requesting the Local Government Commission to approve the Financing

**Attachments:**      [City Council Proceedings – Public Hearing & Preliminary Findings Resolution](#)  
[Limited Obligation Bonds Financing Calendar](#)  
[Estimated Debt Service Number \(based on 3/2/2018 market conditions\)](#)

## 9.0 OTHER ITEMS OF BUSINESS

- 9.01**      [18-152](#)      Presentation of Appointment Committee Recommendations for Boards and Commissions Appointments

**Attachments:**      [Recommended Appointments for April 2018](#)

- 9.02**      [18-156](#)      Prince Charles Holding (“PCH”) Downtown Development Agreement - Fourth Amendment, Property Purchase Option Assignment

**Attachments:**      [Proposed Fourth Amendment Final 2](#)  
[EXHIBIT A to Forth Amendment to DDA Final](#)  
[Exhibit B to Fourth Amendment to DDA-TAV Final](#)  
[Exhibit C to Fourth Amendment to DDA Final](#)  
[Exhibit D to Fourth Amendment to DDA - First Amendment Final](#)

## 10.0 ADMINISTRATIVE REPORTS

- 10.01**      [18-084](#)      Traffic Safety - Review of Cliffdale Road

**Attachments:**      [CityCouncilRequestCliffdale031918](#)  
[Cliffdale Road Traffic Info for Work Session](#)  
[NCDOT Cliffdale Projects Map](#)

## 11.0 ADJOURNMENT

### **POLICY REGARDING PUBLIC HEARING AGENDA ITEMS**

Anyone desiring to address the Council on an item that is not a public hearing must present a written request to the City Manager by 10:00 a.m. on the Wednesday preceding the Monday meeting date.

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

Individuals wishing to speak at a public hearing must register in advance with the City Clerk. The Clerk's Office is located in the Executive Offices, Second Floor, City Hall, 433 Hay Street, and is open during normal business hours. Citizens may also register to speak immediately before the public hearing by signing in with the City Clerk in the Council Chamber between 6:30 p.m. and 7:00 p.m.

**CLOSING REMARKS****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 nonpublic hearing item may submit written materials to the City Council on the subject matter by providing twenty (20) copies of the written materials to the Office of the City Manager before 5:00 p.m. on the day of the Council meeting at which the item is scheduled to be discussed.

**COUNCIL MEETING WILL BE AIRED**  
**7:00 p.m. on Monday, April 9, 2018**  
**Spectrum Cable Channel 7**

Notice Under the Americans with Disabilities Act (ADA):

The City of Fayetteville will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Any person who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in any City program, service, or activity, should contact the office of Human Relations at [ynazar@ci.fay.nc.us](mailto:ynazar@ci.fay.nc.us), 910-433-1696, or the Office of the City Clerk at [cityclerk@ci.fay.nc.us](mailto:cityclerk@ci.fay.nc.us), 910-433-1989, as soon as possible but no later than 72 hours before the scheduled event.

# City of Fayetteville

433 Hay Street  
Fayetteville, NC 28301-5537  
(910) 433-1FAY (1329)

## City Council Action Memo

File Number: 18-149

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**Agenda Date:** 4/9/2018

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Consent

**Agenda Number:** 6.01

**TO:** Mayor and Members of City Council

**THRU:** Telly Whitfield, Assistant City Manager

**FROM:** Pamela J. Megill, MMC, City Clerk

**DATE:** April 9, 2018

**RE:**

**Approval of Meeting Minutes:**

February 12, 2018 - Discussion of Agenda Items

February 12, 2018 - Regular

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March 19, 2018 - Regular

March 26, 2018 - Discussion of Agenda Items

**COUNCIL DISTRICT(S):**

ALL

**Relationship To Strategic Plan:**

Develop and maintain strong community connections.

**Executive Summary:**

The Fayetteville City Council conducted meetings on the referenced date during which they considered items of business as presented in the draft.

**Background:**

The draft minutes are from the meeting held on the above mentioned date.

**Issues/Analysis:**

N/A

**Budget Impact:**

N/A

**Options:**

1. Approve draft minutes
2. Amend draft minutes and approve draft minutes as amended
3. Do not approve the draft minutes and provide direction to staff.

**Recommended Action:**

Approve the draft minutes.

**Attachments:**

Draft minutes

# DRAFT

**FAYETTEVILLE CITY COUNCIL  
DISCUSSION OF AGENDA ITEMS MEETING MINUTES  
ST. AVOLD ROOM  
FEBRUARY 12, 2018  
6:00 P.M.**

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Tyrone Williams (District 2); Tisha S. Waddell (District 3); Johnny Dawkins (District 5) (arrived at 6:21 p.m.); William J. L. Crisp (District 6); Theodore W. Mohn (District 8); James W. Arp, Jr. (District 9)

Absent: Council Members D. J. Haire (District 4); Larry O. Wright, Sr. (District 7)

Others Present: Douglas Hewett, City Manager  
Kristoff Bauer, Deputy City Manager  
Karen McDonald, City Attorney  
Telly Whitfield, Assistant City Manager  
Jay Reinstein, Assistant City Manager  
Kevin Arata, Corporate Communications Director  
Rob Stone, Public Services Director  
Gerald Newton, Development Services Director  
Cindy Blot, Economic and Community Development Director  
Cheryl Spivey, Chief Financial Officer  
Jay Toland, Special Assistant to the City Manager  
Mark Brown, PWC Customer Service Representative  
H. Terry Hutchens, Hutchens Law Firm  
Jane Starling, Deputy City Clerk  
Members of the Press

Mayor Colvin called the meeting to order at 6:01 p.m.

Council Member Williams offered the invocation and blessed the food provided for the meeting.

Mr. Douglas Hewett, City Manager, introduced the evening's agenda and asked if there were any questions on the consent agenda.

Mr. Hewett told Council members that there is an increased interest in the public forum for the evening due to a Facebook post inviting PWC customers with complaints about their bills to come to the Council meeting. Mr. Mark Brown, PWC Customer Service Representative, stated that PWC has already decided to bring in an independent auditor and are also providing information to AIT's auditor. Mr. Brown said that he would be available after the Council's regular meeting to talk with any citizens who have questions about their bills.

Discussion ensued.

Council Member Arp initiated discussion on Item 6.05, Adoption of Capital Project Ordinance Amendment 2018-40 to Provide Additional Funding for the Design of the Sidewalk Project on the East Side of Rosehill Road from Country Club Drive Northward to Shaw Mill Road. Council Member Arp encouraged the Public Services Department to investigate alternative pavement for sidewalks that are environmentally friendly and can reduce runoff.

Discussion ensued.

Mayor Colvin stated that he had not originally understood that the City Attorney had already chosen attorneys to represent the City for Item 6.010, Adopt a Resolution Supporting a Civil Action against Those Legally Responsible for the Wrongful Distribution of Prescription Opiates. Ms. Karen McDonald, City Attorney, explained

## DRAFT

that a National Consortium of attorneys reached out to local attorneys Billy Richardson and Terry Hutchens who then contacted the City to see if Council had an interest in participating in the group legal action and clarified that no tax dollars would be spent on fees and expenses in relation to the civil suit. Mr. Hutchens stated that he and Mr. Richardson would act as a conduit to the national group.

Discussion ensued.

Council Member Arp announced the new citizen e-newsletter "City Happenings" is available for citizen subscription through the City website. He also passed out fliers with the information.

There being no further business, the meeting adjourned at 6:25 p.m.

Respectfully submitted,

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JANE G STARLING  
Deputy City Clerk

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MITCH COLVIN  
Mayor

021218

# DRAFT

**FAYETTEVILLE CITY COUNCIL  
REGULAR MEETING MINUTES  
COUNCIL CHAMBER  
FEBRUARY 12, 2018  
7:00 P.M.**

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Tyrone Williams (District 2); Tisha S. Waddell (District 3); Johnny Dawkins (District 5); William J. L. Crisp (District 6); Theodore Mohn (District 8); James W. Arp, Jr. (District 9)

Absent: Council Members D. J. Haire (District 4); Larry O. Wright, Sr. (District 7)

Others Present: Douglas Hewett, City Manager  
Karen McDonald, City Attorney  
Kristoff Bauer, Deputy City Manager  
Jay Reinstein, Assistant City Manager  
Telly Whitfield, Assistant City Manager  
Gina Hawkins, Police Chief  
Cheryl Spivey, Chief Financial Officer  
Tracey Broyles, Budget and Evaluation Director  
Gerald Newton, Development Services Director  
Rob Stone, Public Services Director  
Cindy Blot, Economic and Community Development Director  
Jay Toland, Special Assistant to the City Manager  
Kevin Arata, Corporate Communications Director  
Mark Brown, PWC Customer Relations  
Lou Cannon, Partner, RSM US LLP  
Jane Starling, Deputy City Clerk  
Members of the Press

## **1.0 CALL TO ORDER**

Mayor Colvin called the meeting to order.

## **2.0 INVOCATION**

The invocation was offered by Pastor Joshua Goodman, Cliffdale Christian Center.

## **3.0 PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the American Flag was led by Boy Scout Troop 29 and Troop Leader James Chrisom.

## **4.0 ANNOUNCEMENTS AND RECOGNITION**

Mayor Colvin wished good health and quick recovery to Council Members Haire and Wright.

Council Member Arp introduced City Happenings Newsletter, and announced residents can subscribe via the City website.

Council Member Jensen introduced Ms. Emily Bresee, the Fayetteville-Cumberland Youth Council (FCYC) Member who is a Senior at Grays Creek High School, representing FCYC this evening.

Mayor Colvin presented a Proclamation to Mr. Chip Lucas, Executive Director, Career and Technical Education, proclaiming the month of February 2018 "Career and Technical Education Month".

# DRAFT

## 5.0 APPROVAL OF AGENDA

MOTION: Council Member Arp moved to approve the agenda.  
SECOND: Council Member Williams  
VOTE: UNANIMOUS (8-0)

## 6.0 CONSENT AGENDA

MOTION: Council Member Arp moved to approve the consent agenda.  
SECOND: Council Member Dawkins  
VOTE: UNANIMOUS (8-0)

### 6.01 Approval of Meeting Minutes:

March 22, 2017 - Special  
January 2, 2018 - Work Session  
January 8, 2018 - Regular  
January 22, 2018 - Discussion of Agenda Items

### 6.02 Appointment of Deputy Finance Officers for the Purpose of Signing Certain Purchase Orders, Contracts and Agreements

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, APPOINTING DEPUTY FINANCE OFFICERS FOR THE PURPOSE OF SIGNING CERTAIN PURCHASE ORDERS, CONTRACTS AND AGREEMENTS. RESOLUTION NO. R2018-003

### 6.03 \$3,223,745.00 Motorola Equipment Financing with U. S. Bancorp Government Leasing and Finance, Inc.

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, A SECURITY AGREEMENT, AN ESCROW AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF RADIO COMMUNICATIONS EQUIPMENT FOR THE CITY OF FAYETTEVILLE, NORTH CAROLINA. RESOLUTION NO. R2018-008

### 6.04 Approval of municipal certificates with NCDOT for speed limit revisions along Raeford Road from Bunce Road to the Hoke County line

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA REQUESTING APPROVAL OF MUNICIPAL CERTIFICATES WITH NCDOT FOR SPEED LIMIT REVISIONS ALONG RAEFORD ROAD FROM BUNCE ROAD TO THE HOKE COUNTY LINE. ORDINANCE NO. NS2018-007

### 6.05 Adoption of Capital Project Ordinance Amendment 2018-40 to Provide Additional Funding for the Design of the Sidewalk Project on the East Side of Rosehill Road from Country Club Drive Northward to Shaw Mill Road

Capital Project Ordinance Amendment 2018-40 will appropriate a \$6,295.00 transfer from the General Fund to the Rosehill Road sidewalk project. Additional design work is needed to mitigate unforeseen drainage revisions necessary for the construction of the sidewalk, resulting in the need for additional funding.

### 6.06 Adoption of Budget Ordinance Amendment 2018-14 and Special Revenue Fund Project Ordinance 2018-14 for a Rural Economic Development Grant for Kinlaws Rentals LLC, from the North Carolina Department of Commerce

The City of Fayetteville has been awarded a \$110,000.00 Rural Economic Development Grant from the North Carolina Department of Commerce for a building reuse loan for Kinlaws Rentals LLC. Kinlaws Rentals LLC will undertake substantial renovations of its property at 1802 Sapona Road, Fayetteville, NC 28312, and in turn, guarantee creation of 11 new full-time jobs. The grant requires that the City provide a 5 percent, or \$5,500.00, cash match for the project. Budget Ordinance Amendment 2018-14 will appropriate \$5,500.00 from General Fund fund balance to provide the required matching funds. Special

# DRAFT

Revenue Project Ordinance 2018-14 will appropriate \$110,000.00 of grant proceeds and the City's \$5,500.00 match for the project. At least \$220,000.00 of qualified project expenditures will have to be made by Kinlaws Rental LLC to qualify for the funding.

## 6.07 Resolution to Set Public Hearing to Consider Closing a Portion of Merrimac Drive

A RESOLUTION AUTHORIZING A PUBLIC HEARING REGARDING THE PROPOSED CLOSING OF A PORTION OF MERRIMAC DRIVE. RESOLUTION NO. R2018-004

## 6.08 Resolution to Designate the Economic and Community Development Director to Execute Documents Relative to the Environmental Review Process for Community Development Block Grants

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER AS THE CERTIFYING OFFICERS FOR HUD ENVIRONMENTAL REVIEW PROCEDURES TO DESIGNATE THE ECONOMIC AND COMMUNITY DEVELOPMENT DIRECTOR TO EXECUTE DOCUMENTS RELATIVE TO THE ENVIRONMENTAL REVIEW PROCESS AS REQUIRED BY FEDERAL REGULATIONS. RESOLUTION NO. R2018-005

## 6.09 Phase 5 Annexation Areas 16 and 17 Resolution Declaring Costs, Preliminary Assessment Roll, and Public Hearing

RESOLUTION DECLARING COST AND ORDERING PREPARATION OF PRELIMINARY ASSESSMENT ROLL AND SETTING TIME AND PLACE FOR PUBLIC HEARING ON PRELIMINARY ASSESSMENT ROLL. RESOLUTION NO. R2018-006

## 6.10 Adopt a Resolution Supporting a Civil Action against Those Legally Responsible for the Wrongful Distribution of Prescription Opiates

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, AUTHORIZING REPRESENTATION FOR THE CITY OF FAYETTEVILLE, NORTH CAROLINA, IN A CIVIL SUIT AGAINST THOSE LEGALLY RESPONSIBLE FOR THE WRONGFUL DISTRIBUTION OF PRESCRIPTION OPIATES AND DAMAGES CAUSED THEREBY. RESOLUTION NO. R2018-007

## 7.0 REPORTS FROM BOARDS AND COMMISSIONS

### 7.01 Report by RSM US LLP of the Audit and Financial Results for the Year Ended June 30, 2017

Ms. Cheryl Spivey, Chief Financial Officer, introduced Mr. Lou Cannon, a partner with the audit firm, RSM US LLP. Mr. Cannon presented the auditor's report and financial results with the aid of a PowerPoint presentation.

**MOTION:** Council Member Crisp moved to accept the report.

**SECOND:** Council Member Dawkins

**VOTE:** UNANIMOUS (8-0)

## 8.0 PUBLIC FORUM

Mr. Cedric Coleman, 1944 Abbeydale Lane, Volunteer Coach, Cumberland County Parks and Recreation, expressed concerns for the lack of grievance opportunities.

Mr. Tom Clark, 4643 Goldsboro Road, Wade, NC, addressed issues related to the Atlantic Coast Pipeline.

Ms. Elizabeth Stiff, Stellman Drive, Fayetteville, NC, expressed concerns for the PWC billing.

Mr. Clarence Briggs, 421 Maiden Lane, Fayetteville, NC, expressed concerns for the PWC billing and requested an external audit of PWC.

# DRAFT

Ms. Joan Daniels, 236 Stone Leaf Drive, Fayetteville, NC, announced there would be a free dental, vision and health clinic on April 13 and 15, 2018, at the Crown Arena.

Ms. Karla Austin, 2128 Yellowbrick Road, Fayetteville, NC, requested a resolution from the City of Fayetteville to oppose the proposed changes of how state law administers elections for judges.

Mr. Eronomy Smith, 1200 Murchison Road, Fayetteville, NC, addressed the state of the City and stated PWC holds regular open meetings that all citizens may attend.

Ms. Patricia Dilworth, 1910 Eichelberger Drive, Fayetteville, NC, expressed concerns for the PWC power bill , lack of crosswalks, and lack of speed bumps.

Ms. Angela Carter, 421 Truth Court, Fayetteville, NC, addressed PWC billing practices.

Mr. Stephen Williams, 6721 Arnish Court, Fayetteville, NC, addressed PWC billing practices.

Ms. Delores Upchurch, 439 Westwood, Fayetteville, NC, addressed PWC billing practices.

Mr. Chillenko Hurst, 230 Lincoln Drive, Fayetteville, NC, addressed PWC rate increases and expressed concerns regarding the upgrade of sewer and water lines.

Mr. Craig Pearson, 6524 Laguna Drive, Fayetteville, NC, addressed PWC billing practices, and stated Duke Energy is looking into ways to return savings to the customers.

Ms. Gail Arakre, 3707 North Gail Circle, Fayetteville, NC, addressed the FAST certification policy.

## 9.0 ADMINISTRATIVE REPORTS

### 9.01 PWC Resolution #PWC2018.01 Authorizing the Condemnation of Easements and Delegation of RE Acquisition Authority to the GM

This item was for information purposes only, and was not discussed.

## 10.0 ADJOURNMENT

There being no further business, the meeting adjourned at 8:17 p.m.

Respectfully submitted,

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PAMELA J. MEGILL  
City Clerk

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MITCH COLVIN  
Mayor

021218

# DRAFT

FAYETTEVILLE CITY COUNCIL  
SPECIAL MEETING MINUTES  
LAFAYETTE CONFERENCE ROOM  
FEBRUARY 21, 2018  
5:00 P.M.

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Tyrone Williams (District 2); Tisha S. Waddell (District 3); D. J. Haire (District 4); Johnny Dawkins (District 5); William J. L. Crisp (District 6); Larry O. Wright, Sr. (District 7); Theodore Mohn (District 8); James W. Arp, Jr. (District 9)

Others Present: Douglas Hewett, City Manager  
Karen McDonald, City Attorney  
Kristoff Bauer, Deputy City Manager  
Jay Reinstein, Assistant City Manager  
Telly Whitfield, Assistant City Manager  
Gina Hawkins, Police Chief  
Ben Major, Fire Chief  
Cheryl Spivey, Chief Financial Officer  
Tracey Broyles, Budget and Evaluation Director  
Rob Stone, Public Services Director  
Randy Hume, Transit Director  
Dwayne Campbell, Chief Information Officer  
Kevin Arata, Corporate Communications Director  
Pamela Megill, City Clerk  
Members of the Press

## 1.0 CALL TO ORDER

Mayor Colvin called the meeting to order.

## 2.0 INVOCATION

The invocation was offered by Council Member Haire.

## 3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Mayor Colvin and City Council.

## 4.0 ANNOUNCEMENTS AND RECOGNITION

Council Member Arp announced the Baseball Committee had met on February 20, 2018, and during that meeting, Mayor Pro Tem Mohn called for a special City council meeting to be held on March 7, 2018, at 5:00 p.m.. He stated the purpose of the meeting is for consideration and possible action on items related to the Baseball Park Stadium and Project Home Run.

Council Member Dawkins announced a "Traffic Calming" event taking place in Haymount (District 5) on March 10, 2018.

Council Member Waddell announced a "Community Social" event taking place on March 8, 2018, at the E.E. Smith High School.

## 5.0 APPROVAL OF AGENDA

MOTION: Council Member Wright moved to approve the agenda.  
SECOND: Council Member Waddell  
VOTE: UNANIMOUS (10-0)

# DRAFT

## 6.0 ITEMS OF BUSINESS

### 6.1 Discussion of Fiscal Year 2019-2023 recommended Capital and Technology Improvement Plans and other budget related matters.

Mr. Douglas Hewett, City Manager, introduced this item and stated staff is hoping for a firm consensus from Council to direct staff with regards to funding strategies and a proposed Public Safety Bond.

Discussion ensued regarding the Parks and Recreation Bonds, Lake Rim Pool, Stormwater Improvement Projects, Stadium Project, Public Safety Bond Referendum Projects, Fire Station Relocation Projects, Multi-Use Street Markings, Thoroughfare Street Lighting, Vehicle License Tax, Bus Shelters and Benches, Ann and Louise Street Bridge Replacements, Devonwood Lower Dam, Capital Funding Plan, Technology Improvements Projects (FayWorx, and FayFixIt).

At the conclusion of the discussion, Mr. Hewett stated staff would provide a list of projects detailing the respective dollar amounts to Council prior to the next meeting.

## 7.0 ADJOURNMENT

There being no further business, the meeting adjourned at 7:37 p.m.

Respectfully submitted,

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PAMELA J. MEGILL  
City Clerk

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MITCH COLVIN  
Mayor

022118

# DRAFT

**FAYETTEVILLE CITY COUNCIL  
DISCUSSION OF AGENDA ITEMS MEETING MINUTES  
ST. AVOLD ROOM  
FEBRUARY 26, 2018  
6:00 P.M.**

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Tyrone Williams (District 2) (arrived at 6:15 p.m.); Tisha S. Waddell (District 3); D. J. Haire (District 4); Johnny Dawkins (District 5); William J. L. Crisp (District 6); Larry O. Wright, Sr. (District 7); Theodore W. Mohn (District 8); James W. Arp, Jr. (District 9)

Others Present: Douglas Hewett, City Manager  
Kristoff Bauer, Deputy City Manager  
Karen McDonald, City Attorney  
Telly Whitfield, Assistant City Manager  
Jay Reinstein, Assistant City Manager  
Michael Gibson, Fayetteville-Cumberland Parks and Recreation Director  
Tracey Broyles, Budget and Evaluation Director  
Gerald Newton, Development Services Director  
Rob Stone, Public Services Director  
Randy Hume, Transit Director  
Dwayne Campbell, Chief Information Officer  
Kim Toon, Purchasing Manager  
Jane Starling, Deputy City Clerk  
Members of the Press

Mayor Colvin called the meeting to order at 6:00 p.m.

Council Member Haire offered the invocation and blessed the food provided for the meeting.

Council Member Dawkins announced the "Build a Better Block" project. He stated the Haymount neighborhood will be transformed into a pedestrian-friendly business center from 1:00 p.m. until 5:00 p.m. on March 10, 2018, as part of a Build a Better Block project. The purpose of this project is to revitalize the area, test ideas for the future, increase pedestrian safety, engage the community and boost the economy. During the event, Hay Street, Morganton Road, and Fort Bragg Road will be transformed by narrowed traffic lanes, widened sidewalks, bike lanes, crosswalks, benches and plazas. There will be music, art, food, a pet-friendly area and other entertainment. On the day of the event, the roadways will be altered by temporary paint, plants, seating, a stage and a few food trucks. The project began as a grassroots effort to make the Fayetteville area more cycling friendly and walkable. This project has not received any funding from the City.

Council Member Jensen announced there are a few children coming from Ireland Drive School to present a program in recognition of Martin Luther King Day.

Council Member Dawkins stated he intends to pull Consent Item 6.09, Adoption of Budget Ordinance Amendment 2018-17, Capital Project Ordinance Amendments 2018-41 and 2018-42, and a Resolution Authorizing a Municipal Agreement with the NCDOT for Improvements, to announce the improvements on Raeford Road from West of Hampton Oaks Drive to East of Fairway Drive.

Council Members Crisp and Mohn questioned and discussed Consent Item 6.08, Adoption of Budget Ordinance Amendment 2018-15 (Additional Funds for the Parks and Recreation Master Plan and New Equipment for District Parks).

# DRAFT

Council Member Arp stated he thinks our priorities should be for City parks, not the County parks, and further stated he thinks the item should be tabled to go to a work session for further discussion.

Council Member Jensen stated we have to spend money to make money. Mr. Michael Gibson, Fayetteville-Cumberland Parks and Recreation Director, stated we have bond money that we are spending to upgrade some of the parks (not County parks) and we do not want to miss opportunities or miss out on community engagement.

Council Member Arp asked if there was a deadline for this item. Mr. Douglas Hewett, City Manager, stated that staff needs an answer for inclusion in the forthcoming budget.

Council Member Wright asked why the Louise Street Bridge funding was not included with Consent Agenda Item 6.014, Provide Additional Funding for the Ann Street Bridge Replacement and Award of the Project Construction Contract. Mr. Kristoff Bauer, Deputy City Manager, stated the Request for Qualifications was submitted this week for the Louise Street Bridge project, and has to go through the design build process, and negotiate a contract.

Discussion ensued.

There being no further business, the meeting adjourned at 6:46 p.m.

Respectfully submitted,

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PAMELA J. MEGILL  
City Clerk

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MITCH COLVIN  
Mayor

022618

# DRAFT

FAYETTEVILLE CITY COUNCIL  
REGULAR MEETING MINUTES  
COUNCIL CHAMBER  
FEBRUARY 26, 2018  
7:00 P.M.

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Tyrone Williams (District 2); Tisha S. Waddell (District 3); D. J. Haire (District 4); Johnny Dawkins (District 5); William J. L. Crisp (District 6); Larry O. Wright, Sr. (District 7); Theodore Mohn (District 8); James W. Arp, Jr. (District 9)

Others Present: Douglas Hewett, City Manager  
Karen McDonald, City Attorney  
Kristoff Bauer, Deputy City Manager  
Jay Reinstein, Assistant City Manager  
Telly Whitfield, Assistant City Manager  
Gina Hawkins, Police Chief  
Cheryl Spivey, Chief Financial Officer  
Tracey Broyles, Budget and Evaluation Director  
Gerald Newton, Development Services Director  
Rob Stone, Public Services Director  
Cindy Blog, Economic and Community Development Director  
Kevin Arata, Corporate Communications Director  
Dwayne Campbell, Chief Information Officer  
Jay Toland, Special Assistant to the City Manager  
Randy Hume, Transit Director  
Rebecca Jackson, Strategy & Performance Analytics Director  
Giselle Rodriguez, City Engineer  
David Nash, Senior Planner  
Craig Harmon, Senior Planner  
Kim Toon, Purchasing Manager  
Mark Brown, PWC Customer Relations  
Jane Starling, Deputy City Clerk  
Members of the Press

## 1.0 CALL TO ORDER

Mayor Colvin called the meeting to order.

## 2.0 INVOCATION

The invocation was offered by Pastor Michael Mathis, Mission Field Ministries.

## 3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Girl Scout Troop 1493 and Troop Leader Ms. Deanna Bordewick.

## 4.0 ANNOUNCEMENTS AND RECOGNITION

Council Member Jensen introduced Mr. Carmichael, Ireland Drive Middle School. Mr. Carmichael introduced the Black History Month Speakers from the "Our Boys, Your Men" Mentor Group: Omari Dockery, Nesiael De la Cruz, and Tre'veon Perry.

Council Member Dawkins introduced Mr. Zam Monroe, Ms. Angie Hedgepeth, and Mr. Eric Vitail. Mr. Monroe stated he is the CEO for the Realtors Association and announced on March 10, 2018, at 1:00 p.m., the association will be presenting "Build a Block-Haymount". He stated it was an event to recreate the top of Haymount Hill for a single day, to feel what a walkable City feels like.

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Council Member Waddell announced the "Community Social" taking place on March 8, 2018, at E.E. Smith High School from 5:30 p.m. until 8:00 p.m. She stated elected officials from the General Assembly to the City Council have been invited and the event will include food and fun and discussion of major projects.

Council Member Wright invited everyone to attend "Coffee and Conversations" with Council Member Wright on March 1, 2018, from 9:30 a.m. until 10:45 a.m., taking place at the Cliffdale Regional Library.

Mayor Colvin gave a shout out to the West Area Elementary School kids watching the Council meeting.

Council Member Jensen introduced Mr. Jaylen Campbell, the Fayetteville-Cumberland Youth Council (FCYC) Member who is a Senior at Cumberland Polytech, representing FCYC at this meeting.

Mayor Colvin presented a proclamation to Mr. Phil Harris, Community Executive for the Sandhills Chapter of the American Red Cross, proclaiming the month of March 2018 "American Red Cross Month".

## 5.0 APPROVAL OF AGENDA

MOTION: Council Member Wright moved to approve the agenda.  
SECOND: Council Member Haire  
VOTE: UNANIMOUS (10-0)

## 6.0 CONSENT AGENDA

MOTION: Council Member Dawkins moved to approve the consent agenda with the exception of Item 6.09; pulled for discussion and separate vote.  
SECOND: Council Member Crisp  
VOTE: UNANIMOUS (10-0)

### 6.01 Approval of Meeting Minutes:

January 8, 2018 - Discussion of Agenda Items  
January 22, 2018 - Regular  
February 2, 2018 - Special - Strategic Planning Retreat  
February 3, 2018 - Special - Strategic Planning Retreat  
February 5, 2018 - Work Session

### 6.02 Uninhabitable Structure Demolition Recommendation

522 Lamon Street

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY (522 Lamon Street, PIN 0447-04-3897). ORDINANCE NO. NS2018-008

6.03 P18-02F rezoning of property from OI Office and Institutional to CC Community Commercial Zoning, located 417 East Mountain Drive at the intersection of East Mountain and Owen Drives, containing 5.47 acres and being the property of WESLEYAN PENTECOSTAL CHURCH.

6.04 P18-07F rezoning of property from AR Agricultural Residential to LC Limited Commercial Zoning, located at the northwest corner of the intersection of Hoke Loop and Raeford Roads, containing 12.5 acres (of 25 total acres) and being the property of RJPC II LLC.

6.05 Budget Ordinance Amendment 2018-16 to Update the Fee Schedule to Add Bus Pass Discounts for the Cumberland County NCWorks Career Center and to Set Rental Rates for the Community Room at the Transit Center

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Budget Ordinance Amendment 2018-16 to authorize two updates of the fee schedule which is set with the annual operating budget ordinance. The first update would add authority for deeply discounted passes for the Cumberland County NCWorks Career Center. The proposed One Day Pass fee of \$1.00 would provide a \$2.00 discount from the regular fee. The proposed Rolling 30-Day Pass fee of \$20.00 would provide a \$20.00 discount from the regular fee. The second update would establish rental fees for use of the community room in the new downtown Transit Center. The proposed rental fees are consistent with currently approved fees for use of multipurpose rooms in recreation centers.

## **6.06 Adoption of Amendments to the Noise Ordinance**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SECTIONS OF CHAPTER 17, OFFENSES AND MISCELLANEOUS PROVISIONS PERTAINING TO EXCESSIVE AND UNNECESSARY NOISE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2018-001**

## **6.07 Adopt Resolution Authorizing the Sale of Personal Property by Public Auction - One 2004 Sterling Street Sweeper and one 2007 Sterling Limb Truck**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AUTHORIZING THE SALE OF PERSONAL PROPERTY BY PUBLIC AUCTION. RESOLUTION NO. R2018-009**

## **6.08 Adoption of Budget Ordinance Amendment 2018-15 (Additional Funds for Parks and Recreation Master Plan and New Equipment for District Parks)**

Budget Ordinance Amendment 2018-15 to provide \$47,270.00 in additional funding for the Parks & Recreation Master Plan and \$60,000.00 for the purchase of a mower and trailer for use in parks in the County Recreation District. The source of funds for the increased appropriation is General Fund fund balance, including \$83,635.00 from fund balance restricted for the County Recreation District and \$23,635.00 from the City's regular fund balance.

## **6.09 PULLED FOR DISCUSSION AND SEPARATE VOTE BY COUNCIL MEMBER DAWKINS.**

## **6.10 Resolution for NCDOT to install enhanced landscaping along the Fayetteville Outer Loop at the interchanges of Ramsey Street, Murchison Road and Bragg Boulevard**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE FOR THE INSTALLATION OF LANDSCAPE PLANTINGS ON THE FAYETTEVILLE OUTER LOOP AT THE INTERCHANGES OF RAMSEY STREET, MURCHISON ROAD AND BRAGG BOULEVARD. RESOLUTION NO. R2018-011**

## **6.11 Award Contract for Resurface Various Streets, 2018, Phase II, to Barnhill Contracting Company, the lowest responsive, responsible bidder in the total amount of \$1,491,926.00**

The Resurface Various Street, 2018, Phase II, project primarily consists of resurfacing 20 streets (approximately 5.51 miles) and milling and resurfacing 3 streets (approximately 1.84 miles). The work includes, but is not limited to, removing and replacing curb and gutter, installing and retrofitting handicap ramps, utility adjustments, milling, cutting out and patching areas, and placing leveling and overlay courses. The project was first advertised for bids to be opened on January 11, 2018; however, only two bids were received. Therefore, in accordance with North Carolina General Statutes, which require three bids in order to open the first advertisement, the project was re-advertised and bids were opened on January 25, 2018. Bids were received as follows:

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Barnhill Contracting Company, Fayetteville, NC ... \$1,491,926.00  
Highland Paving, Co., LLC, Fayetteville, NC ..... \$1,589,715.00

## **6.12 Amendment to Greyhound Lease Agreement and Adoption of Budget Ordinance Amendment 2018-19 and Capital Project Ordinance Amendments 2018-43 and 2018-44**

Approval of temporary lease terms with Greyhound Lines, Inc., and to adopt Budget Ordinance Amendment 2018-19 and Capital Project Ordinance Amendments 2018-43 and 2018-44 to provide an additional \$132,046.00 for funding of tenant up-fit improvements. The appropriation actions are needed as the project budget for the tenant up-fit improvements is insufficient to award a construction contract to the low bidder.

## **6.13 Consideration of a Community Development Block-Disaster Recovery Interlocal Agreement with Cumberland County**

The Community Development Block Grant-Disaster Recovery is a program intended to address the impact of Hurricane Matthew on those that have a need for affordable housing. This grant is a pass-through from the Federal government to the State of North Carolina and then onward to counties that suffered the worst damage from the hurricane. The City of Fayetteville and Cumberland County have collaborated to develop a plan to address post-hurricane housing needs. This plan has been reviewed and approved by the State, and a Memorandum of Agreement between the County and the State has been executed so that funding can now be accessed by the County. In order to continue forward and allow the City of Fayetteville to request funding for its projects from the County, a sub-sub-recipient agreement between the County and the City is required.

## **6.14 Adoption of Budget Ordinance Amendment 2018-18 and Capital Project Ordinance Amendment 2018-45 to Provide Additional Funding for the Ann Street Bridge Replacement and Award of the Project Construction Contract to Fred Smith Company, the lowest responsive, responsible bidder in the total amount of \$1,629,900.00**

Capital Project Ordinance Amendment 2018-45 will appropriate a total of \$643,140.00 additional funds needed for the replacement of the Ann Street Bridge. The additional funds are needed to proceed with a construction bid award, provide for construction administration services, and to provide funding for unforeseen contingencies in the field. Budget Ordinance Amendment 2018-18 will appropriate \$293,140.00 from General Fund fund balance to be used along with \$350,000.00 currently available within the Fiscal Year 2018 General Fund budget to provide the needed funds for the project. Bids were received as follows:

Fred Smith Company, Raleigh, NC ..... \$1,629,900.00  
The Tara Group of Lumberton, Inc., Lumberton, NC . \$1,631,802.50  
T.A. Loving, Goldsboro, NC ..... \$2,184,844.00  
Dane Construction, Inc., Mooresville, NC ..... \$2,408,496.40

## **6.15 Ordinance Amendment to Parliamentary Procedures**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 2-4, PARLIAMENTARY PROCEDURE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE. ORDINANCE NO. S2018-002**

## **6.09 Adoption of Budget Ordinance Amendment 2018-17, Capital Project Ordinance Amendments 2018-41 and 2018-42, and a Resolution Authorizing a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for Improvements on Raeford Road from West of Hampton Oaks Drive to East of Fairway Drive.**

Adoption of a resolution to authorize a municipal agreement with the North Carolina Department of Transportation to support a roadway

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improvement project along Raeford Road from west of Hampton Oaks Drive to east of Fairway Drive. The project includes the installation of median islands, traffic signal upgrades, pedestrian traffic signals, resurfacing, drainage, and new pavement markings. The City will fund 50 percent of the costs to install the sidewalks and 100 percent of the costs to install the bus stop pads and drainage upgrades. Capital Project Ordinance Amendment (CPOA) 2018-41 will appropriate a \$316,677.00 General Fund transfer to increase the Municipal Agreement project budget to provide a total of \$391,230.00 for the projected cost of the sidewalk construction. Budget Ordinance Amendment 2018-17 will appropriate \$78,334.00 from Stormwater Management Fund net assets to provide the funds to be transferred for the cost of the drainage improvements which are proposed to be appropriated in CPOA 2018-42.

## **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE FOR THE INSTALLATION OF SIDEWALK, BUS STOP PADS AND DRAINAGE UPGRADES ALONG RAEFORD ROAD. RESOLUTION NO. R2018-010**

**MOTION:** Council Member Dawkins moved to approve.  
**SECOND:** Council Member Crisp  
**VOTE:** UNANIMOUS (10-0)

### **7.0 PUBLIC HEARINGS**

**7.1 P17-29F The issuing of a Special Use Permit to allow a free standing cellular communications tower to be located in an LC Commercial district, the structure will be located at 6491 Ramsey Street near the intersection with McCloskey Road, containing 10.74 acres and being the property of SOUTH RIVER ELECTRIC.**

Mr. Craig Harmon, Senior Planner, presented this item with the aid of a PowerPoint presentation and stated South River Electric Membership Corporation (SREMC) looks to install a 190-foot communications tower behind their main office on north Ramsey Street. The applicant proposes a lattice style tower to accommodate specialized equipment that will allow the different offices of SREMC to communicate more effectively under normal conditions and allow continued communications during emergency situations. This tower will be used by SREMC only, and no other companies will have communications equipment attached to this tower. The special use will comply with all applicable standards in Section 30-4.C, Use-Specific Standards. The following eight findings must be met:

- (1) The special use will comply with all applicable standards in Section 30-4.C, Use-Specific Standards;
- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands;
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands;
- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and

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- (8) The special use complies with all other relevant City, State, and Federal laws and regulations.

Discussion ensued.

This is the advertised public hearing set for this date and time. The public hearing was opened.

Mr. Brian Linens, 104 West Clarksville Court, Cary, NC, South River employee, appeared in favor.

Mr. Brandon Waller, 4904 Professional Court, Raleigh, NC, Engineer for the project, appeared in favor.

There being no one further to speak, the public hearing was closed.

Discussion ensued.

**MOTION:** Council Member Jensen moved to table the item and asked the engineers to provide a better rendering of the tower, and bring the item back to Council on March 26, 2018.

**SECOND:** Council Member Williams

**VOTE:** FAILED by a vote of 3 in favor to 7 in opposition (Council Members Colvin, Williams, Waddell, Dawkins, Crisp, Wright, and Mohn)

**MOTION:** Council Member Wright moved to approve the Special Use Permit (SUP) to allow a communications tower in a commercial zoning district, as presented by staff, based on the standards of the City's development code and the evidence presented during this hearing. And that the application is consistent with applicable plans because: (1) the development is located in a Limited Commercial District, (2) this use complies with the findings listed below, and (3) the proposed permit is in the public interest because the proposed SUP does fit with the character of the area. All eight findings of fact have been met. In addition, to accept staff recommendations of existing tree line buffers along the South and West portion of the property and in compliance with the site plan. This Special Use Permit shall become effective ten days after its approval by the City Council, which is March 8, 2018. The SUP shall expire one year from its effective date if a building permit is not issued within that time.

**SECOND:** Council Member Dawkins

**VOTE:** PASSED by a vote of 8 in favor to 2 in opposition (Council Members Jensen and Williams)

- 7.2 P18-05F The issuing of a Special Use Permit for a crematory in a CC Community Commercial Zoning District and to be located at 653-657 Hillsboro Street, at the intersection of Hillsboro and Edwards Streets, and being the property of Wiseman Mortuary.

Mr. Craig Harmon, Senior Planner, presented this item with the aid of a PowerPoint presentation and stated Wiseman Funeral Home wishes to build a crematory across Hillsboro Street from its current location. All three properties are currently zoned Community Commercial. The owners of this property have requested a Special Use Permit (SUP) for the operation of a crematory. On November 23, 2015, a rezoning was approved to change one of these properties to CC. The other two properties were already zoned CC. There are no use-specific standards for this type of use. However, conditions can be imposed to improve compatibility and address site-specific issues. This proposed use should be a low impact to neighbors since it will only be used for the crematory. The emissions from all crematories in North Carolina are regulated and permitted through the NC Department of Environmental Quality's (DEQ) Air Quality Permitting section. In January of 2016, the City Council approved a Special Use Permit to allow a crematory on

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these properties. Due to issues with the Wiseman's first engineer, the project was delayed. In November of 2016, the owners were noticed that their SUP would expire that following January if they did not secure a building permit or request a six-month extension of their SUP. A six-month extension was requested and approved; however, the Wiseman's were still unable to secure a building permit within that six-month time period. SUP P15-37F expired on July 25, 2017. The Wiseman's have now reapplied for a new SUP. The special use will comply with all applicable standards in Section 30-4.C, Use-Specific Standards. The following eight findings must be met:

- (1) The special use will comply with all applicable standards in Section 30-4.C, Use-Specific Standards;
- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands;
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands;
- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and
- (8) The special use complies with all other relevant City, State, and Federal laws and regulations.

Discussion ensued.

This is the advertised public hearing set for this date and time. The public hearing was opened.

Mr. Andrew Mericle, 5136 Beckwyck Drive, Fuquay Varina, NC 27526, stated he is the engineer for the project and appeared in favor.

There being no one further to speak, the public hearing was closed.

Discussion ensued.

**MOTION:** Council Member Arp moved to approve the Special Use Permit to allow a crematory in a commercial zoning district, as presented by staff, with the conditions listed and based on the standards of the City's development code and the evidence presented during this hearing. And that the SUP is consistent with applicable plans because the City's land use plan downtown that all uses within commercial CC district fall into that category and that the proposed SUP is reasonable and in the public's interest because the proposed zoning fits the character of the area and substantiated by the 8 findings of fact. This Special Use Permit shall become effective ten days after its approval by the City Council which is March 8, 2018. The SUP shall expire one year from its effective date if a building permit is not issued within that time.

**SECOND:** Council Member Crisp

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**VOTE: PASSED by a vote of 7 in favor to 3 in opposition (Council Members Jensen, Williams, and Waddell)**

## **7.3 Phase 5 Annexation Areas 16 and 17 - Public Hearing for Resolution Declaring Cost**

Mr. Mark Brown, PWC Customer Service representative, presented this item with the aid of a PowerPoint presentation and stated a notice was published in *The Fayetteville Observer* and copies of the Resolution Declaring Costs, Ordering Preparation of the Preliminary Assessment Roll were mailed on February 15, 2018, informing the property owners of the public hearing date. After the public hearing, the next step in the process is to approve the Resolution Confirming Assessment Roll and Levying Assessments. This item will be scheduled for March 19, 2018.

This is the advertised public hearing set for this date and time. The public hearing was opened.

Mr. Stephen Williams, 6721 Arnish Court, Fayetteville, NC 28304, questioned the cost of his \$5,000.00 electric bill.

Mrs. Denise Ferguson, 1346 Chilton Drive, Fayetteville, NC, spoke in opposition to the cost of the annexation when she is already connected to PWC.

There being no one further to speak, the public hearing was closed.

## **8.0 OTHER ITEMS OF BUSINESS**

### **8.1 Consideration of Annexation Waiver Request - Restoration Baptist Church - 2107 Clinton Road**

Mr. David Nash, Senior Planner, presented this item with the aid of a PowerPoint presentation and stated Restoration Baptist Church is located at 2107 Clinton Road, east of the City. This property is in the Fayetteville Municipal Influence Area (MIA) and non-urban. The church plans to build a new sanctuary building, which will need a new PWC sewer connection. This is an expansion of PWC sewer service. City Council Policy No. 150.2 requires annexation before PWC sewer can be provided or expanded. City Council Policy No. 150.2 also requires that property to be served by PWC sewer must be developed consistent with the City's development regulations. The church has submitted an annexation waiver request, which is allowed for in City Council Policy No. 150.2. At the City Council work session on February 5, 2018, staff presented background on this situation. Staff recommended that the waiver request be placed on the City Council's February 26, 2018, agenda, and that the waiver request be approved. At your meeting on February 26, 2018, you will be in a position to act on the request. Staff recommends approval of the waiver request, by adoption of the resolution included in the agenda packet. The current sanctuary building is already served by PWC electric, water, and sewer. The church is planning to build a new sanctuary building behind the current building on the western side of an unnamed road. The church wants to use PWC utilities for the new building. It is due to City Council Policy No. 150.2 that the church is unable to simply receive a new connection of the sewer service needed for the proposed sanctuary. A new sewer connection will be needed for the new building; this would be an expansion of PWC sewer service. City Council Policy NO. 150.2 requires annexation before PWC sewer can be provided or expanded. City Council Policy No. 150.2 also requires that property to be served by PWC sewer must be developed consistent with the City's development regulations. Stormwater and a few items of the Unified Development Ordinance are seen as issues by the church's engineer. City staff first learned about this project on November 30, 2017, when Mr. George Rose, the engineer hired by the church, called to ask about the annexation requirement. Mr. Rose said he had already designed the site according to County development regulations, rather than City development regulations. He said the church would not be able to

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afford the additional costs associated with developing according to City regulations. He said that if the church is required to annex because of needing to connect to PWC sewer, the church would consider using a septic tank instead of PWC sewer. It is not known if a septic tank would work on this property. Staff provided Mr. Rose with a copy of City Council Policy No. 150.2, and staff explained that the policy would require annexation. It appears that three parcels owned by the church would need to be annexed. These are located on the western side of the unnamed road. Although the church's property does not touch the City, railroad and road right-of-way could be added to make the property contiguous, pursuant to state law. This would allow the property to be processed as a voluntary contiguous area.

Discussion ensued.

## **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AUTHORIZING THE WAIVER OF ANNEXATION REQUIREMENTS FOR THE RESTORATION BAPTIST CHURCH PROPERTY. RESOLUTION NO. R2018-012**

**MOTION:** Council Member Wright moved to approve the annexation waiver request with the condition that the site is developed consistent with the current site plan as presented.

**SECOND:** Council Member Haire

**VOTE:** PASSED by a vote of 6 in favor to 4 in opposition (Council Members Jensen, Williams, Dawkins, and Crisp)

### **8.2 Approval of contracts to begin design work for the Devonwood Lower Dam Reconstruction**

Mr. Rob Stone, Public Services Director, presented this item with the aid of a PowerPoint presentation and stated Devonwood Lower Dam (located on McFadyen Drive) was damaged by Hurricane Matthew on October 8, 2016. Funding for repair of the dam was appropriated by Council on April 24, 2017, under Capital Project Ordinance 2017-52 (\$3,279,200.00) with the expectation that the project would be reimbursed by FEMA. To date, FEMA has not committed to reimbursement for this project. The City, however, faces a time constraint due to federal regulations and must begin design of the project now to avoid a potential \$600,000.00 cost increase from wetland mitigation fee requirements. This resolution would authorize the City Manager to approve the project management & design contracts in the absence of a commitment by FEMA.

Hurricane Matthew caused severe damage to multiple roads and dams within the City. One of those structures was the Devonwood Lower Dam, located on McFadyen Drive, which impounds Fleetwood Lake and is maintained by the City of Fayetteville. Initial site visits by FEMA and City staff identified the damage to the dam and it was placed on the list of structures to be repaired under the FEMA Public Assistance program. The City performed repairs to ensure traffic safety on McFadyen Drive and prevent erosion on the face of the dam. These repairs were emergency in nature to maintain traffic flow and prevent further damage to the dam. No repair plan was submitted to the North Carolina State Dam Safety Office. On April 24, 2017, the Council appropriated \$3,279,200.00 under Capital Project Ordinance 2017-52 for the project. A follow-up FEMA site visit concluded that the emergency repairs constituted a permanent repair. When City staff explained more work was required, FEMA requested the City conduct an additional engineering evaluation of the dam to demonstrate there was still damage. An engineering evaluation was conducted and submitted to FEMA in October 11, 2017. No response to that submission has been received from FEMA and reimbursement funding for the permanent repair of the Devonwood Lower Dam remains uncertain. The North Carolina Dam Safety Office reviewed the engineering evaluation and directed that the dam be reconstructed to repair the Hurricane Matthew damage and bring the dam into compliance with current standards and requirements. Consideration of funding sources is not a factor in this directive since it is based on standard dam safety requirements and is not

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specific to Hurricane Matthew damage. City staff has coordinated with two design firms to perform project management and engineering design for this project. Following a selection process incorporating Federal guidelines, Freese & Nichols, Inc. was selected to perform project management for all the City's large Hurricane Matthew repair projects and WK Dickson was selected to perform the engineering design work for the Devonwood Lower Dam. The firms are prepared to begin design work as soon as the project is approved. The lake bed behind this dam, like all dams within the City, is subject to jurisdiction by the Army Corps of Engineers under rules pertaining to waters of the United States. Under this jurisdiction, the Army Corps of Engineers provides a two-year time limit in which to perform repairs on a failed dam before the lake bed is declared a protected wetland. If declared a wetland, the City would be required to pay additional costs for wetland mitigation in order to complete the project. Wetland mitigation costs are estimated at \$600,000.00 for this particular site. It is anticipated that if the City can show progress toward completion of the project, such as submission of a design to the Army Corps of Engineers, an extension of the two-year time limit may be granted. If, however, no action is taken before the expiration of the two-year time limit, there is no expectation of any opportunity for an extension. The City staff is recommending to begin design work on the project and start coordination with the Army Corps of Engineers.

Staff will continue to seek an affirmation from FEMA of their commitment to reimburse the City for this permanent repair of damage caused by Hurricane Matthew. Failing to complete the repairs identified by North Carolina Dam Safety Office could result in a directive to repair or breach the dam. That breach activity would be at the City's cost as the City's ownership and maintenance responsibility for this dam is well established.

Discussion ensued.

**MOTION:** Council Member Arp moved to approve the execution of the contracts for the project management and design for the Devonwood Lower Dam Reconstruction and moved to direct staff to prepare a Resolution to be sent to Governor Cooper, Congressman Pittenger, and Congressman Hudson regarding the City's need and desire for assistance from FEMA for the restoration expenses of both Devonwood and Mirror Lake Dams.

**SECOND:** Council Member Wright

**VOTE:** UNANIMOUS (10-0)

## 9.0 ADMINISTRATIVE REPORTS

### 9.1 Monthly Statement of Taxes - January 2018

2017 Taxes .....	13,567,623.76
2017 Vehicle, .....	1,263.76
2017 Taxes Revit .....	39,203.83
2017 Vehicle Revit .....	1.51
2017 FVT .....	50.00
2017 FTT .....	50.00
2017 Storm Water .....	1,713,914.17
2017 Fay Solid Waste Fee .....	884,303.72
2017 Annex .....	0.00
2016 Taxes .....	13,239.19
2016 Vehicle .....	0.00
2016 Taxes Revit .....	7.37
2016 Vehicle Revit .....	0.00
2016 FVT .....	0.00
2016 FTT .....	0.00
2016 Storm Water .....	1,153.64
2016 Fay Solid Waste Fee .....	1,156.61
2016 Annex .....	0.00

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2015 Taxes .....	4,772.48
2015 Vehicle .....	0.00
2015 Taxes Revit .....	2.99
2015 Vehicle Revit .....	0.00
2015 FVT .....	0.00
2015 FTT .....	0.00
2015 Storm Water .....	273.34
2015 Fay Storm Water .....	546.67
2015 Fay S Waste Fee .....	1,035.20
2015 Annex .....	0.00
2014 Taxes .....	521.08
2014 Vehicle .....	0.00
2014 Taxes Revit .....	0.00
2014 Vehicle Revit .....	0.00
2014 FVT .....	0.00
2014 FTT .....	0.00
2014 Storm Water .....	15.00
2014 Fay Storm Water .....	27.00
2014 Fay S Waste Fee .....	40.00
2014 Annex .....	0.00
2013 and Prior Taxes .....	1,786.76
2013 and Prior Vehicle .....	867.51
2013 and Prior Taxes Revit .....	0.00
2013 and Prior Vehicle Revit .....	0.00
2013 and Prior FVT .....	167.36
2013 and Prior FTT .....	122.02
2013 and Prior Storm Water .....	50.56
2013 and Prior Fay Storm Water .....	101.11
2013 and Prior Fay S Waste Fee .....	160.09
2013 and Prior Annex .....	0.00
Interest .....	26,468.14
Revit Interest .....	151.86
Storm Water Interest .....	85.42
Fay Storm Water Interest prior .....	169.93
Fay Storm Water Interest 2017 .....	2,976.47
Fay Storm Water Interest 2016 .....	117.93
Annex Interest .....	0.00
Solid Waste Interest .....	3,156.14
FTT Interest .....	61.28
Total Tax and Interest .....	\$16,265,643.90

10.0 ADJOURNMENT

There being no further business, the meeting adjourned at 9:50 p.m.

Respectfully submitted,

\_\_\_\_\_  
PAMELA J. MEGILL  
City Clerk

\_\_\_\_\_  
MITCH COLVIN  
Mayor

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**FAYETTEVILLE CITY COUNCIL  
WORK SESSION MINUTES  
LAFAYETTE CONFERENCE ROOM  
MARCH 5, 2018  
5:00 P.M.**

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1) (departed at 7:02 p.m.); Tyrone Williams (District 2); Tisha W. Waddell (District 3); D. J. Haire (District 4); Johnny Dawkins (District 5); William J. L. Crisp (District 6); Larry O. Wright, Sr. (District 7); Theodore Mohn (District 8); James W. Arp (District 9)

Others Present: Douglas Hewett, City Manager  
Karen McDonald, City Attorney  
Kristoff Bauer, Deputy City Manager  
Jay Reinstein, Assistant City Manager  
Telly Whitfield, Assistant City Manager  
Gina Hawkins, Police Chief  
Rob Stone, Public Services Director  
John Larch, Assistant City Engineer  
Michael Gibson, Fayetteville-Cumberland Parks and Recreation Director  
Kevin Arata, Corporate Communications Director  
Cindy Blot, Economic and Community Development Director  
Dwayne Campbell, Chief Information Officer  
Tracey Broyles, Budget and Evaluation Director  
Bradley Whited, Airport Director  
Brandon Christian, Police Attorney  
Mark Brown, PWC Customer Services Director  
Suzy Hrabovsky, Executive Director, CEED  
Mr. Mark Regensburger, President and CEO, Cool Spring Downtown District, Inc.  
Pamela Megill, City Clerk  
Members of the Press

## **1.0 CALL TO ORDER**

Mayor Colvin called the meeting to order.

## **2.0 INVOCATION**

The invocation was offered by Council Member Haire.

## **3.0 APPROVAL OF AGENDA**

**MOTION:** Council Member Arp moved to approve the agenda.  
**SECOND:** Council Member Haire  
**VOTE:** UNANIMOUS (10-0)

## **4.0 OTHER ITEMS OF BUSINESS**

### **4.01 CEED - Incubator Kitchen Update**

Ms. Cindy Blot, Economic and Community Development Director, introduced this item and stated in April 2015 City Council provided an initial disbursement of \$100,000.00 for design work on a proposed CEED-Incubator Kitchen. Additionally, City Council approved \$350,000.00 toward the development of the CEED-Incubator Kitchen. The agreement required a detailed plan of action, with documented and itemized budget showing how CEED can and will (utilizing the \$350,000.00 and any other CEED-Acquired, non-City Funds) move forward with the project to fully fund a Culinary Incubator/Training Station as first proposed or since modified. CEED agreed to make presentations to City Council on deliverables for each phase of completion and/or

# **DRAFT**

any modification of plans. On June 13, 2017, the City Manager received a letter from CEED as a request to obligate funds for the construction of Phase 1 of the CEED Culinary Incubator. Their plan of action has been delayed on several occasions with the original groundbreaking scheduled for November 2017, then March 2018, and now to a yet determined date. NCDOT will issue a driveway permit once the application is submitted and reviewed and it is not a commitment for the issuance. Ms. Suzy Hrabovsky will update Council on the status of the NCDOT driveway permit, as well as other issues addressed in letters dated March 21 and April 28, 2017.

Ms. Suzy Hrabovsky, Executive Director, Center of Economic Empowerment and Development (CEED), presented a PowerPoint presentation on the proposed Training Station - Culinary Incubator that included the site plan, artistic renderings, and floor plans of the proposed facility.

Discussion ensued.

This item was for information only.

## **4.02 Cool Spring Downtown Development Corporation Update**

Ms. Cindy Blot, Economic and Community Development Director, introduced this item and stated on June 26, 2017, City Council approved the contract award with Cool Spring Downtown District, Inc., to provide Enhanced Services for an Arts and Entertainment Focused Downtown Municipal Service District. The Council has asked for periodic updates from Cool Spring Downtown District, Inc. The official agreement began on September 1, 2017, and will terminate June 30, 2018, and may be renewed for an additional year for a period of two fiscal years contingent on the availability of City funds. The City will provide financial support to Cool Spring Downtown District, Inc., on an annual basis in the amount of \$100,000.00 in four quarterly payments. Payment for the management of the Municipal Service District (MSD) portion of \$119,500.00 will also be paid quarterly.

Mr. Mark Regensburger, President and CEO, Cool Spring Downtown District, Inc., presented the Quarterly Report, Second Quarter, October 2017 through December 2017 with the aid of a PowerPoint presentation.

This item was for information only.

## **4.03 Airport - Terminal Improvement Project Part I - Update to Mayor and City Council**

Mr. Bradley Whited, Airport Director, presented this item with the aid of a PowerPoint presentation and stated the project justification are that the airport terminal was built in 1969, and expanded in 1986, the facility and infrastructure need updating, and customer flow needs to be modernized. Terminal Phase I is now in progress with an expected completion date for August 2019. The work elements include the demolition and construction of new Concourse A, two new passenger bridges, a new elevator for ground loading, establishment of new PWC water and power lines, build out of new restaurant and kitchen spaces, and the temporary relocation of TSA screening area. Mr. Whited displayed artist renderings of the forthcoming new concourse, restaurant areas, TSA checkpoint, 2nd floor access and new terminal façade.

Discussion ensued.

This item was for information only.

## **4.04 Update on Panhandling**

Mr. Brandon Christian, Police Attorney, presented this item and stated Council has previously requested staff to review the ordinances

## DRAFT

of other cities to determine whether Fayetteville has appropriate ordinances regulating activities associated with panhandling. To that end, staff has reviewed the ordinances of other North Carolina municipalities, and has presented those findings to Council during a previous work session. At that time, Council directed staff to investigate alternatives to address the concerns of citizens regarding the conduct of panhandlers on the side of public streets and highways and the safety issues it creates for the panhandler and the occupants of motor vehicles. Consistent with Council's interest, staff has drafted an ordinance amendment which is based largely upon a Charleston, SC, ordinance which restricts the passing of items to and from vehicles on public streets. State statute prohibits the adoption of an ordinance that prohibits the distribution of newspapers. Hence, a section has been added to provide for an exemption.

Discussion ensued.

**Consensus of Council was to direct staff to continue research on this item, and return the item with options (date not specified).**

### **4.05 City Council Strategic Plan Retreat Follow-up**

Ms. Rebecca Jackson, Strategic Performance Analytics Director, presented this item and stated Strategic planning is the framework that is used to plan for the future, set priorities, allocate resources, and drive performance. On February 2-3, 2018, City Council met in an annual retreat at the new FAST Center to develop the strategic plan for the new fiscal year. The retreat provided an opportunity for Council, as representatives of the community, to come together collaboratively and to plan for our community's future. Council's strategic planning consultant, Mrs. Marcia Johnson with Shepherd Johnson Consulting facilitated the retreat. The consultant's report on the outcomes of the retreat is attached to this agenda item. The Fayetteville City Council made minor revisions to the vision and mission statement. Council also reviewed prioritized current Targets for Action (TFAs) and identified five new TFA for the upcoming fiscal year:

1. Develop a unified street light plan
2. Develop an internship program
3. Review options for outsourcing waste management
4. Develop options for a young adult engagement program
5. Develop MSD options for concentrated retail areas

During the retreat, City Council requested a strategic planning follow up item to occur during the March 5, 2018, work session. The purpose of this item is to review the draft FY 19 Strategic Plan that came out of the City Council retreat in February and provide an opportunity for City Council to clarify direction to the City Manager. Fayetteville's City Council is committed to a sustainable strategic planning model that has been recognized nationally by the International City/County Managers Association, Governing and Living Cities. The main elements of the City's strategic plan represent a commitment to serving the community: The Vision for the community, the organizational Mission, Core Values, five-year Goals that support the long-term vision for the City, performance measures that identify annual targets, fiscal year strategic priorities and Targets for Action (TFA), to advance progress toward the goals.

Discussion ensued.

**Consensus of Council was to direct staff to place additional funding in the budget for summer hire programs for high school students.**

### **4.06 Continuing Discussion of the Recommended FY 2019-2023 Capital and Technology Improvement Plans**

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Mr. Douglas Hewett, City Manager, presented this item and stated on February 5, 2018, staff presented the Recommended CIP and TIP for fiscal years 2019 through 2023. A special meeting was held on February 21, 2018, to discuss the recommended plan. Deliberation of the CIP and TIP was continued to this March 2018 work session.

Mr. Ben Major, Fire Chief, presented information on Fire Station projects, including existing station renovations and station relocation recommendations.

Ms. Gina Hawkins, Police Chief, presented information on Police projects, including the training center and 911 center needs.

Mr. Rob Stone, Public Services Director, presented information on the Stormwater Master Plan, current project planning and future resources.

Ms. Tiffany Neal, Assistant Transit Director, provided a handout on the bus shelter and bench installation policy, current status and peer city comparisons.

Ms. Tracey Broyles, Budget and Evaluation Director, provided a handout that provided comparative data for peer cities regarding current ad valorem tax rates, vehicle license tax rates, stormwater fees and solid waste fees.

This item was for information only.

## **4.07 City Council Agenda Item Request - RFI for Opioid Litigation - Mayor Colvin**

Mayor Colvin introduced this item and stated he wants staff to identify local and minority individuals or firms that are qualified and experienced to act as Special Litigation Counsel to the City regarding litigation involving the manufacture, marketing, sale and distribution of opioid products in the City. The City of Fayetteville like many local government units across the United States is in the midst of a crisis involving opioid addiction. This Crisis has placed a burden on City resources for which the City believes those involved in the manufacture, marketing, sale and distribution of opioid products may be responsible. Mayor Colvin further stated he wants this item to go out for bid.

Council Member Haire stated he was in support of the Mayor's request to have this item go out for bid.

Discussion ensued.

**Consensus of Council was to direct staff to put this item out for bid within 15 days. Council Members Waddell and Mohn were not in agreement with the Consensus. Council Member Jensen had left the meeting and was not in attendance for the consensus vote.**

## **5.0 ADJOURNMENT**

There being no further business, the meeting adjourned at 10:10 p.m.

Respectfully submitted,

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PAMELA J. MEGILL  
City Clerk  
030518

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NAT ROBERTSON  
Mayor

# DRAFT

FAYETTEVILLE CITY COUNCIL  
SPECIAL MEETING MINUTES  
COUNCIL CHAMBER  
MARCH 7, 2018  
5:00 P.M.

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Tyrone Williams (District 2); Tisha S. Waddell (District 3); D. J. Haire (District 4); Johnny Dawkins (District 5); William J. L. Crisp (District 6); Larry O. Wright, Sr. (District 7); Theodore Mohn (District 8); James W. Arp, Jr. (District 9)

Others Present: Douglas Hewett, City Manager  
Karen McDonald, City Attorney  
Kristoff Bauer, Deputy City Manager  
Jay Reinstein, Assistant City Manager  
Gina Hawkins, Police Chief  
Tracey Broyles, Budget and Evaluation Director  
Kevin Arata, Corporate Communications Director  
Pamela Megill, City Clerk  
Members of the Press

## 1.0 CALL TO ORDER

Mayor Colvin called the meeting to order at 5:13 p.m.

## 2.0 INVOCATION

The invocation was offered by Council Member Wright.

## 3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Mayor Colvin and City Council.

## 4.0 APPROVAL OF AGENDA

MOTION: Council Member Dawkins moved to approve the agenda.  
SECOND: Council Member Waddell  
VOTE: UNANIMOUS (10-0)

## 5.0 ITEMS OF BUSINESS

### 5.01 Stadium Construction Manager at Risk ("CM@R") Contract with Barton Malow Third Amendment

Mr. Kristoff Bauer, Deputy City Manager, presented this item and stated the Council has taken several steps along the path of constructing a minor league baseball stadium and entertainment venue including:

- The approval of a financing plan for stadium construction;
- The execution of a 30-year operating agreement with the Astros;
- The initiation of project design after selecting and contracting with the project architect;
- The adoption of capital project ordinance to support construction;
- The execution of a CM@R contract with Barton Malow; and
- The execution of a Downtown Development Agreement with PCH.

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The Astros agreement requires the stadium to be completed in advance of the 2019 baseball season. The initial scope of work authorized in Barton Malow's contract is for the "pre-construction" phase of the project. This focuses on cost estimation, managing the schedule, subcontractor outreach, and bidding. Information developed during the "pre-construction" process typically culminates in the development and adoption of a GMP Amendment that will include a detailed budget, construction phase fee, and a final schedule. In this case, the design and bid work has been divided into two phases with the site work and concrete planned for the first phase in order to get construction started consisted with the desired schedule. Unfortunately, when the first bid package was issued, two significant work items did not receive desired "coverage:" that is three bids were not received for either the concrete or site work packages. Bids were not opened and the package was re-advertised. At the second bid opening, three bids were received for concrete, but only one for site work. Bids were opened. While steel and other areas came in below estimate, both of these areas came in significantly over estimate. The bidding process and outcome was reviewed with the Council's Baseball Subcommittee on November 13, 2017. Due to schedule constraints, the Committee agreed to move forward with all bid work with the exception of concrete as an initial work authorization. The design team was challenged with finding additional opportunities to reduce the cost of the concrete scope. The Council approved GMP amendment one on November 27, 2017. Since that time, a local contractor came forward and was awarded the site work package at a lower cost than the previous low bid. In addition, the fencing package was acquired through direct purchase by Barton Malow from a local fencing contractor. Council approved GMP Amendment 2 January 22, 2018, authorizing the award of the concrete work initially planned for the first phase of construction. The remaining bid packages have all been issued. Not all packages, however, received bid coverage. While additional time is needed to complete the GMP, initial authorizations need to be provided in order to keep the project on schedule. The Council has already executed the capital project ordinance authorizing the \$33 million stadium project development. The proposed contract amendment increases the construction authorization by \$300,000.00 to a total of \$11,824,061.00.

Discussion ensued.

**MOTION:** Council Member Arp moved to authorize the City Manager to execute the third contract amendment with Barton Malow substantially in the form attached to the agenda item.

**SECOND:** Council Member Crisp

**VOTE:** PASSED by a vote of 9 in favor to 1 in opposition (Council Member Williams)

## **5.02 18-104 Prince Charles Holding ("PCH") Parking Lease, Set Public Hearing for March 19, 2018**

Mr. Kristoff Bauer, Deputy City Manager, presented this item and stated the City has executed a Downtown Development Agreement ("DDA") with Prince Charles Holding, LLC ("PCH"), relating to the stadium, plaza, and garage/hotel developments, the Prince Charles Hotel redevelopment project and Festival Park Plaza sale. The execution of a lease between PCH and the City for parking in the new garage under development is a key element of that agreement. State law requires that any lease longer than ten years considered through the same process as a sale of land. This requires a public hearing after the terms have been advertised for ten days.

**MOTION:** Council Member Haire moved to call for a public hearing on the proposed parking lease with PCH, to be held on March 19, 2018.

**SECOND:** Council Member Wright

**VOTE:** UNANIMOUS (10-0)

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6.0 ADJOURNMENT

There being no further business, the meeting adjourned at 5:30 p.m.

Respectfully submitted,

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PAMELA J. MEGILL  
City Clerk

\_\_\_\_\_  
MITCH COLVIN  
Mayor

030718

# DRAFT

FAYETTEVILLE CITY COUNCIL  
DISCUSSION OF AGENDA ITEMS MEETING MINUTES  
ST. AVOLD ROOM  
MARCH 19, 2018  
6:00 P.M.

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Tyrone Williams (District 2); Tisha S. Waddell (District 3); D. J. Haire (District 4) (arrived at 6:18 p.m.); Johnny Dawkins (District 5); William J. L. Crisp (District 6); Larry O. Wright, Sr. (District 7); Theodore W. Mohn (District 8); James W. Arp, Jr. (District 9)

Others Present: Douglas Hewett, City Manager  
Kristoff Bauer, Deputy City Manager  
Karen McDonald, City Attorney  
Telly Whitfield, Assistant City Manager  
Jay Reinstein, Assistant City Manager  
Kevin Arata, Corporate Communications Director  
Rob Stone, Public Services Director  
Gerald Newton, Development Services Director  
Cindy Blot, Economic and Community Development  
Director  
Kecia Parker, Real Estate Manager  
Mark Calloway, Attorney, Alston & Bird, LLP  
Pamela Megill, City Clerk  
Members of the Press

Mayor Colvin called the meeting to order at 6:10 p.m.

The invocation was offered by Council Member Wright.

Mayor Colvin led the pledge of Allegiance.

Mr. Douglas Hewett, City Manager, stated there are eight speakers signed up for the public forum.

Council Member Arp recognized Mr. Kristoff Bauer, Deputy City Manager, for his excellent work on the baseball stadium project, and stated Mr. Bauer will give a detailed presentation during the regular meeting under agenda Item 8.03, Stadium Construction Manager At Risk (CM@R) Contract with Barton Malow Fourth Amendment, Capital Project Ordinance Amendment 2018-50.

Mayor Colvin stated an e-mail had been sent out regarding calling for a closed session and stated he was of the opinion the subject matter for one of the items could be discussed in open session and stated it is the will of the Council that will be followed.

Council Member Crisp stated if the City Attorney has recommended a closed session, Council should follow her advice.

**MOTION: Council Member Crisp moved to go into closed session for an attorney-client privileged matter.**

**SECOND: Council Member Waddell**

**VOTE: PASSED by a vote of 7 in favor to 2 in opposition (Council Members Colvin and Williams)**

The regular session recessed at 6:18 p.m. The regular session reconvened at 6:46 p.m.

**MOTION: Council Member Waddell moved to go into open session.**

**SECOND: Mayor Pro Tem Mohn**

**VOTE: UNANIMOUS (10-0)**

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There being no further business, the meeting adjourned at 6:46 p.m.

Respectfully submitted,

\_\_\_\_\_  
PAMELA J. MEGILL  
City Clerk

\_\_\_\_\_  
MITCH COLVIN  
Mayor

031918

# DRAFT

**FAYETTEVILLE CITY COUNCIL  
REGULAR MEETING MINUTES  
COUNCIL CHAMBER  
MARCH 19, 2018  
7:00 P.M.**

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Tyrone Williams (District 2); Tisha S. Waddell (District 3); D. J. Haire (District 4); Johnny Dawkins (District 5); William J. L. Crisp (District 6); Larry O. Wright, Sr. (District 7); Theodore Mohn (District 8); James W. Arp, Jr. (District 9)

Others Present: Douglas Hewett, City Manager  
Karen McDonald, City Attorney  
Kristoff Bauer, Deputy City Manager  
Jay Reinstein, Assistant City Manager  
Telly Whitfield, Assistant City Manager  
Gina Hawkins, Police Chief  
Tracey Broyles, Budget and Evaluation Director  
Rob Stone, Public Services Director  
Randy Hume, Transit Director  
Cindy Blot, Economic and Community Development  
Director  
Jay Toland, Special Assistant to the City Manager  
Kevin Arata, Corporate Communications Director  
Mark Brown, PWC Customer Relations Manager  
Jordan Jones, PCH  
Rory Dowling, PCH  
David Lane, Fayetteville Baseball  
Mark Zartha, Fayetteville Baseball  
Roslyn Henderson, Barton Malow  
Charlie Lewis, Barton Malow  
David Bower, Populous  
Steve Caudle, Populous  
Aaron Noll, Populous  
Lyman Wray, Financial Advisor, Stevens, Inc.  
Pamela Megill, City Clerk  
Members of the Press

## **1.0 CALL TO ORDER**

Mayor Colvin called the meeting to order.

## **2.0 INVOCATION**

The invocation was offered by Pastor CC of Upper Room Family Fellowship.

## **3.0 PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Ms. Deloris Travis, Booster Club for New Life Christian Academy.

## **4.0 ANNOUNCEMENTS AND RECOGNITION**

Mayor Colvin presented a Certificate of Excellence to the New Life Christian Academy Basketball Team for their accomplishments in winning the 2018 State Basketball Championship at the Carolina Athletic Association for Schools of Choice Conference and the National Basketball Championship at the National Association of Christian Athletes.

Mayor Colvin presented a Proclamation to Mr. Randy Hume, Transit Director, proclaiming March 16, 2018, "Transit Driver Appreciation Day".

# DRAFT

Mayor Colvin presented the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award to Ms. Tracey Broyles, Budget and Evaluation Director, and staff for the Department's Annual Budget.

Council Member Dawkins thanked "Better Block Fayetteville" team for the event they held on March 10, 2018, and stated the team would be presenting on the event at an upcoming City Council meeting.

Council Member Jenkins announced the "Mike to Mike" marathon event taking place on March 25, 2018.

Mr. Douglas Hewett, City Manager, announced the City Manager's office has a team to participate in the "Mike to Mike" marathon event.

## 5.0 APPROVAL OF AGENDA

**MOTION:** Council Member Dawkins moved to approve the agenda.  
**SECOND:** Council Member Wright  
**VOTE:** UNANIMOUS (10-0)

## 6.0 CONSENT AGENDA

**MOTION:** Council Member Dawkins moved to approve the consent agenda.  
**SECOND:** Council Member Haire  
**VOTE:** UNANIMOUS (10-0)

### 6.01 Proposed Amendment to Section 24-223 of the City Code

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE MAKING A TECHNICAL CORRECTION TO SECTION 24-223 OF THE CODE OF THE CITY OF FAYETTEVILLE. ORDINANCE NO. S2018-003**

### 6.02 Special Revenue Fund Project Ordinance 2018-15 (Homeland Security Grant Program - Water Rescue and Urban Search and Rescue Training)

Special Revenue Fund Project Ordinance 2018-15 will appropriate a \$30,000.00 grant from the U.S. Department of Homeland Security, passed through the North Carolina Department of Public Safety, Division of Emergency Management, for training opportunities in water rescue and urban search and rescue for the City of Fayetteville Fire and Emergency Management Department's Urban Search and Rescue (USAR) Task Force 9 team.

### 6.03 Phase 5 Area 16 and 17 Resolution Confirming Assessment Roll and Levying Assessments

**RESOLUTION CONFIRMING ASSESSMENT ROLL AND LEVYING ASSESSMENTS. RESOLUTION NO. R2018-013**

### 6.04 Bid Recommendation - Lafayette Village Substation to award the contract for the installation of the Lafayette Village 69 to 15 x 25kV Substation to Aubrey Silvey Enterprises, Inc., Carrollton, GA, the lowest responsive, responsible bidder in the total amount of \$2,358,000.00.

Bids were received on November 7, 2017, as follows:

Aubrey Silvey Enterprises, Inc., Carrollton, GA ..	\$2,358,000.00
Service Electric Company, Chattanooga, TN .....	\$2,413,820.00
The Ryan Company, Norton, MA .....	\$2,549,500.00
Vaughn Industries, Carey, OH .....	\$3,226,306.04

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## **6.05 Adoption of Budget Ordinance Amendment 2018-21 and Capital Project Ordinance 2018-34 for the Repair of Reid Ross Classical School Track**

Budget Ordinance Amendment 2018-21 will appropriate \$35,000.00 into the General Fund from fund balance restricted for the County Recreation District to fund a share of the costs required for normal wear and tear repairs at the Reid Ross Classical School track and field facility. The City's fiscal year 2018 operating budget for the Parks and Recreation Department included a \$35,000.00 appropriation for this project. Capital Project Ordinance 2018-34 will increase that appropriation to provide a \$70,000.00 capital project budget.

## **6.06 Adopt Resolution to Accept a Report of Unpaid Taxes from Cumberland County and Direct the Advertisement of Tax Liens**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE ACCEPTING THE REPORT OF UNPAID TAXES AND DIRECTING THE ADVERTISEMENT OF TAX LIENS. RESOLUTION NO. R2018-014**

## **6.07 Adopt a Resolution Declaring Jointly Owned Real Property Surplus and Authorizing a Quitclaim Deed for the City's Title to the County**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE TO DECLARE CITY PROPERTY SURPLUS AND QUITCLAIM CITY'S INTEREST TO CUMBERLAND COUNTY. RESOLUTION NO. R2018-015**

## **7.0 PUBLIC FORUM**

Mr. Shondre Fort, 45 Sundry Court, Fayetteville, NC, expressed his interest in presenting a CyberSecurity Exposition, and asked to meet with the Mayor or Council members to discuss further.

Mr. Richard Varn, 1717 Calista Circle, Fayetteville, NC, expressed safety concerns regarding motorists coming into and out of the intersection at the Food Lion on Bailey Lake Road.

Mr. Rick Houpp, 2717 Fort Bragg Road, Fayetteville, NC, gave an overview of the work the YMCA has performed at community swimming pools, and announced the YMCA is operating a swim lesson voucher program for any parent that earns less than \$25,000.00 per year.

Ms. Pam Samuels, (no address provided), announced Goodyear has employment opportunities and is hiring through contractors and that interested persons should contact the Human Resources Department.

Ms. Evelyn Wheatley, 3008 Hickory Hill Road, Fayetteville, NC, expressed concerns regarding the elimination of the City bus service in her neighborhood, and asked for the service to be resumed.

Mr. Chillenko Hurst, 230 Lincoln Drive, Fayetteville, NC, asked if any action is being taken against PWC for misleading residents and Council regarding utility billing. He also raised concerns regarding Hope IV homes, and Transit bus stops.

## **8.0 OTHER ITEMS OF BUSINESS**

### **8.01 Presentation of Appointment Committee Recommendations for Boards and Commissions Appointments**

Council Member Crisp presented this item and stated the Appointment Committee met on February 21, 2018, to review applications for appointments to boards and commissions. It is from that meeting the Appointment Committee presents the recommendations for appointments to the City of Fayetteville boards and commissions. The Appointment Committee recommends the following appointments to be effective April 1, 2018:

# DRAFT

## Airport Commission

Mr. Hector Ray (1st term)	April 2018-March 2020
Mr. Victor Carnevale (1st term)	April 2018-March 2020

## Animal Control Board

Mr. David P. McGillivray (1st term)	3-year term date to be determined by County Commissioners
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## Audit Committee

Dr. Pamela Jackson (2nd term)	April 2018-March 2020
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## Ethics Commission

Mr. Joseph W. Levister (2nd term)	April 2018-March 2021
Mr. Stanley Dodson (2nd term)	April 2018-March 2021
Dr. Carol Jones (2nd term)	April 2018-March 2021

## Fair Housing Board

Mr. Eric Anderson (2nd term Real Estate Representative)	April 2018-March 2020
Mr. Daniel DiMaria (Partial term Attorney)	April 2018-March 2019
Ms. Mary John Williams (1st term)	April 2018-March 2020
Ms. Ella Knox (Partial term)	April 2018-March 2019

## Fayetteville Advisory Committee on Transit

Ms. Lillie Henderson (2nd term within service area)	April 2018-March 2020
Mr. Kenneth Hicks (2nd term ADA rep.)	April 2018-March 2020
Ms. Kelly Jones (2nd term Driver/Operator)	April 2018-March 2020

## Fayetteville City Planning Commission

Ms. Barbara James (1st term alternate)	April 2018-Sept. 2020
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## Fayetteville-Cumberland Parks and Recreation Advisory Commission

Mr. Mark Wilderman (Partial term alternate)	April 2018-Sept. 2019
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## Fayetteville Redevelopment Commission

Mr. Wilbert Stokes (Partial term)	April 2018-March 2019
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## Historic Resources Commission

Mr. Joshua Gray-Heim (2nd term Category 6)	April 2018-March 2020
Dr. Mary J. Ferguson (1st term Category 6)	April 2018-March 2020
Mr. George E. Turner (2nd term Category 6)	April 2018-March 2020
Ms. Liz M. Varnedoe Raynor (1st term Category 6)	April 2018-March 2020
Dr. Tamara Brothers (1st term Category 4)	April 2018-March 2020

## Linear Park, Inc.

Mr. James Bowser (4th term)	April 2018-March 2021
Mr. Harry Shaw (6th term)	April 2018-March 2021

## Personnel Review Board

Mr. Travon McNeill (1st term)	April 2018-March 2020
Mr. Ocie Stroud-Melvin (1st term)	April 2018-March 2020

## Public Arts Commission

Ms. Kathy Greggs (2nd term)	April 2018-March 2020
Ms. Soni Martin (1st term-Arts Council Appointment)	April 2018-March 2020
Mr. Vilas Tonape (1st term-Arts Council Appointment)	April 2018-March 2020

**MOTION:** Council Member Crisp moved to approve the Appointment Committee recommendations for board and commission appointments, effective April 1, 2018.

**SECOND:** Council Member Dawkins

**VOTE:** UNANIMOUS (10-0)

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## **8.02 Adoption of Budget Ordinance Amendment (BOA) 2018-20 (General Fund) and Capital Project Amendments (CPOA's) 2018-46, 2018-47, 2018-48 and 2018-49 to Provide Funding for Design and Project Management Contracts for the Devonwood Lower Dam Reconstruction**

Mr. Rob Stone, Public Service Director, presented this item and stated the contracts for design and initial project management costs for the repair and reconstruction of Devonwood Lower Dam are projected to total \$318,989.00. To provide initial funding for these contracts, staff recommends that Council adopt Budget Ordinance Amendment (BOA) 2018-20 to appropriate \$145,329.00 from General Fund fund balance, and Capital Project Amendments (CPOAs) 2018-46, 2018-47 and 2018-48 to release a total of \$173,660.00 from available balances from existing projects for resurfacing and downtown streetscape projects. These amendments will provide the source of funds for CPOA 2018-49 to fund the design and initial project management costs for Devonwood Lower Dam from local funds. Staff is still seeking funds from the Federal Emergency Management Agency and the North Carolina Department of Public Safety, but the project has not been accepted yet an alternate funding source must be identified until that approval is received.

Discussion ensued.

**MOTION:** Council Member Arp moved to adopt BOA 2018-20 and CPOAs 2018-46, 2018-47, 2018-48 and 2018-49 for initial project management and design of the Devonwood Lower Dam as presented.

**SECOND:** Council Member Wright

**VOTE:** UNANIMOUS (10-0)

## **8.03 Stadium Construction Manager at Risk ("CM@R") Contract with Barton Malow Fourth Amendment, Capital Project Ordinance Amendment 2018-50**

Mr. Kristoff Bauer, Deputy City Manager, presented this item with the aid of a PowerPoint presentation and stated the actions needed on this item are approval of the Final Guaranteed Maximum Price (GMP) amendment with Barton Malow and approval of Capital Project Ordinance Amendment (CPOA) 2019-50. Mr. Bauer provided a history of the baseball stadium project, the Prince Charles Memorandum of Understanding, the Baseball Feasibility Study and the Houston Astros purchase of a team. Mr. Bauer provided an overview of the cost history and the proposed budget, concluding with a total appropriation of \$37,885,102.00. Mr. Bauer stated several factors that were cost drivers: market conditions, site constraints, site conditions, North Carolina bidding requirements, construction (site work, concrete, MEPF), owner's preference, and soft costs. Mr. Bauer provided an overview of the Economic Development Analysis, and also provided an overview of the Local/SDBE Performance; reporting that currently a total of 56 percent of the construction contracts have been awarded to either local or SDBE. Mr. Bauer stated the construction of the stadium is to be complete by April 2019.

Discussion ensued.

**MOTION:** Council Member Arp moved to authorize the City Manager to execute the fourth Guaranteed Maximum Price amendment with Barton Malow substantially in the form attached and approve CPOA 2018-50.

**SECOND:** Council Member Wright

**VOTE:** UNANIMOUS (10-0)

## **9.0 ADMINISTRATIVE REPORTS**

### **9.01 Revenue and Expenditure Reports for the Annual and Multi-Year Funds for the six-month period ending December 31, 2017**

This item was for information only.

# DRAFT

## 9.02 Monthly Statement of Taxes for February 2018

2017 Taxes .....	1,137,247.69
2017 Vehicle, .....	1,459.64
2017 Taxes Revit .....	6,734.29
2017 Vehicle Revit .....	0.00
2017 FVT .....	75.00
2017 FTT .....	75.00
2017 Storm Water .....	173,165.89
2017 Fay Solid Waste Fee .....	180,433.70
2017 Annex .....	0.00
2016 Taxes .....	13,693.47
2016 Vehicle .....	50.36
2016 Taxes Revit .....	18.79
2016 Vehicle Revit .....	0.00
2016 FVT .....	0.00
2016 FTT .....	0.00
2016 Storm Water .....	1,134.45
2016 Fay Solid Waste Fee .....	1,272.71
2016 Annex .....	0.00
2015 Taxes .....	3,279.32
2015 Vehicle .....	0.00
2015 Taxes Revit .....	0.00
2015 Vehicle Revit .....	0.00
2015 FVT .....	0.00
2015 FTT .....	0.00
2015 Storm Water .....	79.86
2015 Fay Storm Water .....	159.73
2015 Fay S Waste Fee .....	241.40
2015 Annex .....	0.00
2014 Taxes .....	1,651.75
2014 Vehicle .....	1.97
2014 Taxes Revit .....	0.00
2014 Vehicle Revit .....	0.00
2014 FVT .....	5.00
2014 FTT .....	5.00
2014 Storm Water .....	61.94
2014 Fay Storm Water .....	111.48
2014 Fay S Waste Fee .....	205.16
2014 Annex .....	0.00
2013 and Prior Taxes .....	2,488.96
2013 and Prior Vehicle .....	271.91
2013 and Prior Taxes Revit .....	0.00
2013 and Prior Vehicle Revit .....	0.00
2013 and Prior FVT .....	86.77
2013 and Prior FTT .....	52.03
2013 and Prior Storm Water .....	144.00
2013 and Prior Fay Storm Water .....	288.00
2013 and Prior Fay S Waste Fee .....	304.00
2013 and Prior Annex .....	0.00
Interest .....	39,381.67
Revit Interest .....	208.22
Storm Water Interest .....	103.00
Fay Storm Water Interest prior .....	201.74
Fay Storm Water Interest 2017 .....	4,534.37
Fay Storm Water Interest 2016 .....	340.03
Annex Interest .....	0.00
Solid Waste Interest .....	5,199.41
FTT Interest .....	41.14
Total Tax and Interest .....	\$1,574,808.85

## 10.0 ADJOURNMENT

DRAFT

There being no further business, the meeting adjourned at 8:25 p.m.

Respectfully submitted,

\_\_\_\_\_  
PAMELA J. MEGILL  
City Clerk

\_\_\_\_\_  
MITCH COLVIN  
Mayor

031918

# DRAFT

FAYETTEVILLE CITY COUNCIL  
DISCUSSION OF AGENDA ITEMS MEETING MINUTES  
ST. AVOLD ROOM  
MARCH 26, 2018  
6:00 P.M.

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Tyrone Williams (District 2) (arrived at 6:15 p.m.); Tisha S. Waddell (District 3); D. J. Haire (District 4); Johnny Dawkins (District 5); William J. L. Crisp (District 6); Larry O. Wright, Sr. (District 7); Theodore W. Mohn (District 8); James W. Arp, Jr. (District 9) (arrived at 6:05 p.m.)

Others Present: Douglas Hewett, City Manager  
Kristoff Bauer, Deputy City Manager  
Karen McDonald, City Attorney  
Telly Whitfield, Assistant City Manager  
Jay Reinstein, Assistant City Manager  
Lisa Harper, Assistant City Attorney  
Kevin Arata, Corporate Communications Director  
Brandon Christian, Police Attorney  
Giselle Rodriguez, City Engineer  
Gerald Newton, Development Services Director  
Rob Stone, Public Services Director  
Pamela Megill, City Clerk  
Members of the Press

Mayor Colvin called the meeting to order at 6:00 p.m.

**MOTION:** Mayor Pro Tem Mohn moved to go into closed session for an attorney-client privileged matter.  
**SECOND:** Council Member Haire  
**VOTE:** UNANIMOUS (9-0)

The regular session recessed at 6:04 p.m. The regular session reconvened at 6:33 p.m.

**MOTION:** Council Member Wright moved to go into open session.  
**SECOND:** Council Member Haire  
**VOTE:** UNANIMOUS (10-0)

**MOTION:** Council Member Williams moved to release the closed session minutes from the meeting held on March 19, 2018, effective immediately.  
**SECOND:** Council Member Waddell  
**VOTE:** UNANIMOUS (10-0)

Mayor Pro Tem Mohn stated he intends to pull Agenda Item 6.05, Call for Public Hearing on Limited Obligation Bonds to Finance a Baseball Stadium/Entertainment Venue and Parking Garage, and re-number as Agenda Item 7.07.

Council Member Jensen stated she intends to pull Agenda Item 6.08, An ordinance prohibiting passing items into/out of motor vehicles, in order for the public to have a clear understanding of the item being voted on.

Mayor Colvin requested for the public hearing items that Council members refrain from asking questions until after staff have completed their presentation and the public hearing has been opened and closed.

DRAFT

There being no further business, the meeting adjourned at 6:40 p.m.

Respectfully submitted,

\_\_\_\_\_  
PAMELA J. MEGILL  
City Clerk

\_\_\_\_\_  
MITCH COLVIN  
Mayor

032618

# City of Fayetteville

433 Hay Street  
Fayetteville, NC 28301-5537  
(910) 433-1FAY (1329)

## City Council Action Memo

File Number: 18-122

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**Agenda Date:** 4/9/2018

**Version:** 3

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Consent

**Agenda Number:** 6.02

**TO:** Mayor and Members of City Council

**THRU:** Kristoff Bauer, Deputy City Manager

**FROM:** Kimberly Toon, Purchasing Manager

**DATE:** April 9, 2018

**RE:**

**Award Ballpark Materials Testing and Inspection Service Agreement**

**COUNCIL DISTRICT(S):**

All

**Relationship To Strategic Plan:**

Goal 4: Desirable Place to Live, Work and Recreate

**Executive Summary:**

After executing a qualifications-based selection process, Froehling and Robertson, Inc. has been selected to serve as the City's materials testing and inspection agency for the baseball park construction project.

**Background:**

Materials testing and inspection services are vital to the ballpark construction because the selected firm serves as the City's representative and inspector insuring the venue is being built to design and NC Building Code standards. A request for qualifications (RFQ) was issued for these services and five submittals were received. The evaluation team reviewed the submittals received thoroughly and prepared scores into a matrix. Once all the team members' scores were combined, they selected to award this work to Froehling and Robertson (F&R). F&R has a long history of providing professional services to the City and F&R is located here in Fayetteville.

**Issues/Analysis:**

The evaluation team reviewed all the submittals and found F&R's to be the most qualified to perform these services. Purchasing compared and negotiated the pricing structure thoroughly with F&R to come to the not-to-exceed amount of \$200,025.

**Budget Impact:**

The agreement will have a not-to-exceed amount of \$200,025

**Options:**

- Authorize the City Manager to execute the agreement with F&R to perform the materials testing and inspection services for the baseball park construction project.
- Delay action and request additional information or otherwise provide direction to staff (this will delay the construction and create significant schedule uncertainty).

**Recommended Action:**

Staff recommends that Council authorize the City Manager to execute the agreement with F&R to perform the materials testing and inspection services for the baseball park construction project.

**Attachments:**

F&R Statement of Qualifications



**Request *for* Qualifications**

**Inspections *and* Testing  
Services**

*for*

**Minor League Baseball Stadium  
*and* Entertainment Venue  
Downtown Fayetteville**

*Prepared for*

**City of Fayetteville**



**FROEHLING & ROBERTSON**

*Engineering Stability Since 1881*



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*Inspector Certifications*  
*Hub Letter of Certification*



# FROEHLING & ROBERTSON

*Engineering Stability Since 1881*

310 Hubert Street  
Raleigh, North Carolina 27603  
T 919.828.3441 | F 919.828.5751  
NC License #F-0266

January 25, 2018

Ms. Francesca Cameron  
Purchasing Agent  
City of Fayetteville  
Finance Department - Purchasing Office  
433 Hay Street  
Fayetteville, North Carolina 28301

**RE: Request for Qualifications : Inspections and Testing Services for the Minor League Baseball Stadium and Entertainment Venue Downtown Fayetteville**

Dear Ms. Cameron:

Froehling & Robertson, Inc. (F&R) is pleased to submit our Statement of Qualifications for the referenced project. This package of information is submitted in response to the Request for Qualifications advertised on December 22, 2017. F&R is ideally suited for this project for the following reasons:

**PROJECT SPECIFIC EXPERTISE** – F&R performed the subsurface exploration and geotechnical engineering evaluation for this project during the design phase from 2016 to 2018, and we are currently performing geotechnical and construction materials testing during the early site work and foundation construction sequences. As a result of this involvement, we are very familiar with the site conditions and project requirements. F&R has also developed a strong working relationship with the owner-designer-constructor project team. F&R's involvement to date and familiarity with the site will be a benefit to the project team during the construction phase of the project.

**OTHER STADIUM EXPERTISE** – In addition to experience on this project, nearby past stadium experience includes: Campbell University Football Stadium Expansion, Five County Baseball Stadium (multiple projects), NC State University Carter-Finley Stadium Expansion, and UNC-Chapel Hill Kenan Stadium (multiple projects).

**STABILITY & TOTAL IN-HOUSE RESOURCES** – F&R is a third-generation, family-owned company. F&R's Fayetteville and Raleigh offices have been serving eastern North Carolina for more than 70 years. Our staff of more than 70 geotechnical and construction professionals takes great **PRIDE** in serving The City of Fayetteville as well as many other long-standing municipal clients. Our staff of experienced engineers, certified technicians and inspectors are supported by accredited laboratories with calibrated testing equipment. F&R is a minority-owned firm and is certified by the NC DOA as a HUB firm, which assures 100% HUB utilization.

**STAFFING CONTINUITY** – F&R will utilize the same staff that have worked on the project since 2016 throughout the construction phase to maintain project-continuity and team-familiarity. Dan Schaefer, PE, Ralph Sanders, PE, and our project manager Mike Sloan, PE will continue their close involvement with this project and be our leadership team that will coordinate all of our work on this project utilizing a dedicated lead technician and support staff from our local office.



F&R's local experience and 60-year history working in this area has demonstrated our commitment to providing high quality services within time and budgetary constraints. We welcome this opportunity to continue working on this prestigious project, and putting our skill and experience to work for the City of Fayetteville.

Respectfully,  
**FROEHLING & ROBERTSON**

Daniel K. Schaefer, P.E.  
Vice President  
[dschaefer@fandr.com](mailto:dschaefer@fandr.com)



### COMPANY PROFILE

Established in 1881, Froehling & Robertson, Inc. (F&R) is a 378-person, multi-disciplinary engineering firm and testing laboratory that offers geotechnical engineering; construction testing & inspection; and environmental consulting services. F&R is a third-generation, family-owned company that has been in business for more than 135 years and is the oldest independent consulting and testing firm in the United States. F&R is licensed by the North Carolina Board of Examiners for Engineers and Surveyors (License N. F-0266) and the North Carolina Board for Licensing of Geologists (License No. C-124). F&R is a minority-owned company, and has been recognized by the NC Department of Administration as a Historically Underutilized Business (HUB).

Locally based in Fayetteville, F&R has been providing geotechnical engineering services and construction materials testing and special inspections throughout North Carolina for over 70 years. F&R's Fayetteville and Raleigh office is staffed by more than 80 professional geotechnical, environmental and materials engineers (PE), staff engineers (EI), licensed geologists (LG), industrial hygienists, environmental and other applied scientists, certified engineering technicians, licensed special inspectors, and other administrative support staff.

### ***Construction Materials Testing and Special Inspections***

F&R has performed Construction Materials Testing and Special Inspections on thousands of projects in eastern North Carolina since opening our doors 70 years ago, and this experience has led us to successfully integrate both disciplines to reduce redundancies in inspections and testing, but still maintain close contact and coordination with the project team.

The testing and inspection services that F&R can provide include, but are not limited to:

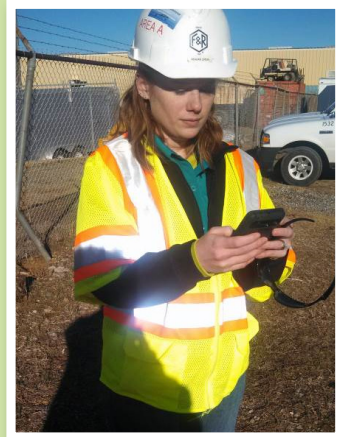
- Shallow and deep foundation construction inspection (including special foundations)
- Shoring & retaining structures
- Soil subgrades, mass earthwork, trenching & soil/rock excavation
- Compaction testing of soil fill & backfill
- Concrete field testing (including cast-in-place, pre-cast & post-tensioned concrete)
- Structural steel & welding inspection
- Roofing system & materials inspection
- Masonry, mortar & grout inspection & testing
- Spray applied fireproofing inspection
- Waterproofing, damproofing and water intrusion testing
- Asphalt testing
- Laboratory materials testing (soil, concrete, masonry, mortar, grout, fireproofing & asphalt)



## Section 2 - Company Profile

### **Investing in Innovation**

F&R is the first materials testing firm in the mid-Atlantic region to implement the “Metafield™” system for field information management and reporting. Metafield provides a paperless procedure that allows the technicians onsite to transmit data and observation reports directly to the project manager prior to leaving the site using a smartphone. F&R’s project managers can review, provide feedback to the technician, and approve the reports almost instantaneously. Once approved, the reports will be emailed to the Project Team for review and update. While maintaining a traditional reporting chain, Metafield allows for time-saving review and transmission of crucial observation and test reports. The Metafield system will be a time and cost saving tool because it allows the engineers at F&R and the Project Team a daily snapshot of the progress being completed on the project and, if there are any questions or concerns, the issues can be addressed more rapidly than with other systems.

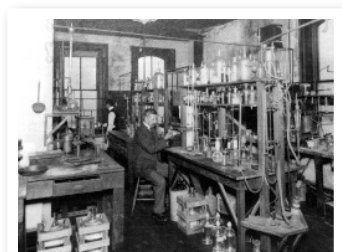


### **CERTIFICATIONS AND CREDENTIALS**

F&R believes that high standards of certification and accreditation, of both project personnel and materials testing laboratories, are of paramount importance to this project. As an engineering and scientific laboratory, F&R understands the importance and value of accreditation to not only our clients and the standards of our profession, but the safety and well-being of our end-user: the public we serve. All of F&R’s office locations operate and maintain an accredited materials testing laboratory under the guiding requirements of ASTM E329. F&R’s technical personnel are certified by agencies including: ACI, NCDOT, AWS, ICC, NICET, as well as numerous in-house training certifications and competencies. F&R has experience and routinely establishes and receives accreditation from AASHTO and validation from the U.S. Army Corps of Engineers for project specific laboratory facilities.

In addition to having a group of engineers with significant experience in all areas of CMT and SI services, our group of engineering technicians and construction inspectors hold the following certifications.

- ACI Concrete Field Testing Technician, Level I
- NICET Construction Materials - Soils - Levels I & II
- NICET Construction Materials - Concrete - Levels I & II
- NICET Construction Materials - Asphalt - Levels I & II
- American Welding Society - Certified Welding Inspector
- ASNT - Level II for Radiographic Testing & Ultrasonic Testing
- International Code Council - Structural Masonry Special Inspector
- International Code Council - Reinforced Concrete Special Inspector
- International Code Council - Spray-Applied Fireproofing Special Inspector
- International Code Council - Structural Steel & Welding Special Inspector
- NCDOT QMS Asphalt Roadway Technician
- NCDOT Nuclear Density Testing Technician
- NCDOT Concrete Field Testing Technician
- NCDOT ABC Sampling Technician
- NCDOT Conventional Density Technician
- NCDOT QC/QA Aggregate Testing Technician
- NCDOT Chemically Stabilized Subgrade/Base Essentials
- NCDOT QA Chemical Stabilization Technician





## Section 2 - Company Profile

### LOCATION OF FIRM

F&R's office and staff are located in Fayetteville and can respond quickly to any needs that the City of Fayetteville might have. The F&R team can provide materials testing and special inspections services with personnel based in F&R's Fayetteville and Raleigh offices.

### ANTICIPATED TIME RESPONSE

Our ability to complete projects within required budgets and time frames is best demonstrated by our sustained presence in the Mid-Atlantic since 1881. Our experienced staff makes F&R ideally suited for this project. If the time schedule or project scope is more demanding than anticipated, additional personnel will be utilized from our other offices. F&R's personnel are cross-trained in several disciplines to ensure a high quality service at a reasonable cost and in a timely manner. All F&R staff professionals have cellular phones, and if required, F&R will be available 24 hours a day / 7 days a week for emergencies. We will designate personnel to respond to all emergency requests, rotating staff as necessary to provide this coverage. F&R can respond to the need for service within 4 hours of request.

### PROJECT APPROACH

F&R's approach to this project is to maintain continuity of staff that have worked on the project since 2016 and add experienced construction services professional to execute the required materials testing and special inspections during the construction phase. F&R has assigned **Mike Sloan, PE** to be our **Project Manager** and act as a single point of contact and oversee all work performed by our personnel. Mr. Sloan will assign a lead technician to perform a majority of the testing/inspection services and also use field and laboratory staff from our local Fayetteville office for support. Mr. Sloan will be responsible for supervising the engineering technicians, coordinating all field testing procedures, reviewing the technicians' daily reports, preparing monthly summary reports, attending project meetings, and providing resolution of any field problems related to F&R's responsibility for materials testing and QA services. The following deliverables will be provided:

#### Deliverables:

- **Daily Reports using Metafield™** - F&R utilizes Metafield™ to collect and record project test results and inspection observations. Metafield is a cutting edge, electronic, mobile reporting software program that enables F&R field personnel to collect, report, and distribute field test data and observations daily. Field personnel will provide on-site representatives with Metafield™ Daily Reports via email.
- **Discrepancies** – Discrepancies will be reported on the day they are observed. During the reporting period, F&R will note non-conforming items and immediately inform the contractor/management team as they are discovered. If the item could not be repaired in accordance with the project plans and specifications, and/or requires the input of the design team, then the item will be assigned a discrepancy number, detailed on a Discrepancy Notice and issued to the owner, contractor and design team. All discrepancies will then be listed on a Discrepancy Log as a means of tracking them through their resolution.
- **Summary Reports** – The Project Manager will review daily reports and prepare typed Summary Reports, which will include a description of site observations and results of the testing and inspections performed. Copies of individual Daily Reports, Discrepancy Reports and Test Reports will be attached to the Summary Report. The Summary Reports can be issued at any frequency desired by the project team and can be tailored to suit your preferences. Laboratory testing reports will be issued electronically immediately upon completion of the lab test.

*Descriptions of projects similar in scope can be found on the following pages.*



## REQUEST FOR QUALIFICATIONS

### Section 3 - Relevant Experience

#### *City of Fayetteville - Minor League Baseball Stadium Fayetteville, North Carolina*

Froehling & Robertson, Inc. is proud to be a part of the team for the City of Fayetteville in construction of a new Minor League Baseball Stadium located northeast of the intersection of Hay Street and Hillsboro Street in Fayetteville, North Carolina. The proposed baseball stadium site plan is located on approximately 10.28 acres and is referred to as the "Prince Charles Site". Project construction will include a stadium with approximately 6,500 seats, a 2-level parking deck, a hotel and residential structures.

As part of this new construction F&R performed a subsurface exploration, advancing a series of fifteen (15) soil borings. The borings were advanced to depths ranging from 7.5 to 50 feet. The subsurface conditions revealed by the borings were typical of this coastal plain environment. However, since the site was previously developed with houses and building structures, earth fill materials of varying composition and consistency were encountered across most of the project site. In addition, a strata of native, soft, highly plastic clay was encountered in the upper 10 to 20 feet of the soil profile and static groundwater was encountered at depths ranging from 3 to 10 feet. These conditions were taken into consideration during the early geotechnical evaluation and planning phase of the project in order to minimize adversely impacting the project during site development and construction. F&R provided geotechnical engineering recommendations for site development and foundation construction. Foundation support options included conventional shallow spread foundations for lightly loaded structural elements, and aggregate piers or pile foundation for the more heavily loaded portions of the stadium structure. Once the proposed development layout has been finalized, F&R will be performing a final geotechnical engineering evaluation for this project.



#### **F&R Services**

Geotechnical Engineering  
Subsurface Exploration

#### **Client Contact Information**

City of Fayetteville  
Engineering Department  
433 Hay Street  
Fayetteville, NC 28301  
Kristoff Bauer  
910.433.1673  
kbauer@ci.fay.nc.us

#### **Schedule**

September 2016 - Ongoing



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## REQUEST FOR QUALIFICATIONS

### Section 3 - Relevant Experience

#### *City of Raleigh - Union Station Multi-Modal Transit Center Raleigh, North Carolina*

Scheduled to open in 2017, Raleigh Union Station, a joint initiative of the North Carolina Department of Transportation Rail Division and the City of Raleigh, will be housed in the old Dillon Supply Viaduct building in downtown's Warehouse District (built in the 1940s). The ongoing project is a renovation and expansion of a mid-century steel warehouse to create a mixed-use City-owned facility including a train station, interior and exterior civic gathering spaces, and a range of leasable tenant and spaces. From a construction perspective, the project includes site work; existing building renovation and expansion; construction of a new enclosed concourse that descends to a pedestrian tunnel under the station tracks connecting to a new open air passenger platform; a new public plaza; lowering of portions of Martin and West Streets resulting in the construction of two railroad bridges; vehicle access drives and parking areas, and pedestrian access.

Due in part to the successful completion of the City of Raleigh's Downtown Remote Operations Facility, F&R was once again contracted to provide integrated materials testing and special inspections services during the 30 month construction phase of the new Union Station. Our engineers and technicians are currently on-site providing special inspections of soils, special foundations, cast-in-place concrete, structural masonry, structural steel, and site retaining walls. Furthermore, this staff of professionals is also conducting field monitoring of fill operations and paving, and collecting specimens of earthwork, concrete, masonry grout, and asphalt for laboratory testing.

Prior to and during construction, F&R's Environmental division was on-site managing the full-time implementation of the soil management plan as well as providing auxiliary hazardous materials services in order to address numerous site contamination issues remaining from the previous land use.



#### **F&R Services**

Construction Materials Testing  
Special Inspections  
Environmental Services

#### **Client Contact Information**

City of Raleigh  
P.O. Box 590  
Raleigh, North Carolina 27602  
Glenn Ervin  
919.996.5586  
[glenn.ervin@raleighnc.gov](mailto:glenn.ervin@raleighnc.gov)

#### **Schedule**

April 2016 - Ongoing



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## REQUEST FOR QUALIFICATIONS

### Section 3 - Relevant Experience

#### *Five County Baseball Stadium - Entry Improvements* Zebulon, North Carolina

##### **Outfield Wall Replacement – 2008**

F&R performed construction materials testing (CMT) and special inspections for the outfield wall replacement. The new wall is a steel-frame structure, supported by drilled shafts and spread foundations. The construction included a concrete retaining wall along the outfield wall alignment. F&R's scope of services included inspection of drilled shaft construction, evaluating foundation bearing grades, inspection and testing of cast-in-place concrete construction, and structural steel inspection of bolted and welded connections.

##### **Pavement Rehabilitation (2010 to 2011)**

F&R performed an evaluation of distressed pavement and a subsurface investigation in the main entrance drive, ticket booth area, service drives, and the loading dock area. The purpose of the evaluation was to determine the existing pavement section and provide geotechnical engineering recommendations for repair/rehabilitation. F&R performed a series of test borings, and prepared an engineering report, which included asphalt and concrete pavement section designs and options for different methods of repair. During the construction, F&R performed CMT services that included subgrade evaluation, observation of new utility installation, observation and testing of cast-in-place concrete construction, and testing of new asphalt and concrete pavements.

##### **Front Entry Improvements – 2015**

F&R provided CMT services during construction of these improvements that included new concrete pavement, cast-in-place concrete stairs, and bench seating. F&R scope of services included inspection and testing of concrete pavement construction, subgrade evaluations, inspection and testing of cast-in-place concrete, and testing of masonry mortar and grout.



##### **F&R Services**

Construction Materials Testing  
Special Inspections  
Geotechnical Engineering

##### **Client Contact Information**

Wake County  
Facilities Design and Construction  
P.O. Box 550  
Raleigh, North Carolina 27602  
Eric Staehle  
919.856.6369  
eric.staehle@co.wake.nc.us

##### **Schedule**

2008 (*Outfield Wall Replacement*)  
2010-2011 (*Pavement Rehabilitation*)  
2015 (*Front Entry Improvements*)



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## REQUEST FOR QUALIFICATIONS

### Section 3 - Relevant Experience

#### ***Downtown Remote Operations Facility***

*Raleigh, North Carolina*

F&R recently completed three years of work on the City of Raleigh's newest operations facility, the Downtown Remote Operation Facility (DROF). F&R's involvement spanned performing a geotechnical engineering evaluation at the beginning of the project's design phase through pre-construction phase consulting and an 18-month construction cycle. The DROF includes 12 new buildings encompassing an area of 175,000sf, many acres of heavy duty asphalt and concrete pavement, a network of thousands of feet of segmental retaining walls, and several stormwater management ponds. The 30-acre project site is fully utilized and almost completely covered with structures or pavements that are separated by retaining walls that allow for grade change.

As a result of the site contamination, F&R was required to perform environmental screenings during the Geotechnical Investigation to assess the potential for encountering environmental contamination during construction. In addition, F&R's CMT staff had environmental awareness training to aid in identifying environmental contamination during construction since previous clean-up efforts by Westinghouse left pockets of contamination throughout the site. Not only was the site contaminated, but previous development, demolition and re-purposing left areas that had been filled with significant depths of uncontrolled, poorly compacted fill soil that in some cases contained deleterious materials.

F&R's role included involvement in these phases: Phase 1) Design-phase Geotechnical Engineering, Phase 2) Pre-Construction Consulting, and Phase 3) Construction Observations, Special Inspections and Materials Testing. This project brought all of F&R's services to bear and more than twenty staff members were involved including the branch manager, senior engineers, staff engineers, environmental staff, CADD, laboratory technicians, special inspectors and field technicians. The engineers and technicians each put in many hundreds of hours throughout the course of the project.



#### ***F&R Services***

Construction Materials Testing  
Environmental Services  
Geotechnical Engineering

#### ***Client Contact Information***

City of Raleigh - Construction Management  
219 Fayetteville Street, Suite #801  
Raleigh, North Carolina 27601-1309  
Bill Black, PE  
919.996.5595  
bill.black@raleighnc.gov

#### ***Schedule***

May 2012 - April 2015



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## REQUEST FOR QUALIFICATIONS

### Section 3 - Relevant Experience

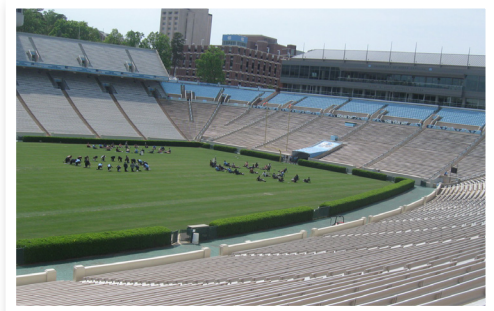
#### *University of North Carolina at Chapel Hill Kenan Stadium East End Zone Structure Chapel Hill, North Carolina Buies Creek, North Carolina*

The project consisted of construction of a new five-story East End Zone on the Ram's Head side of Kenan Stadium to house the Blue Zone and Carolina Student-Athlete Center for Excellence. Among the many features that were added to the East End Zone are new locker rooms and gym facilities for athletes, an academic support center, and four types of seating including suites. The Concourse Club located on the third level is 23,000 sf and is the largest indoor meeting space on campus. The fifth floor houses 20 suites, with a rooftop garden that is irrigated with reclaimed water.

F&R performed subsurface exploration and geotechnical engineering evaluations, and provided recommendations for the design and construction phase of the project. The project posed several challenges due to the presence of softer fill/alluvial soils in the lower portions of the site to depths of 10 to over 20 feet and concerns of possible builders in the fill and overburden above bedrock in other parts of the project site. F&R successfully navigated these challenges and provided foundation recommendations including shallow and deep foundations.

During the construction phase, F&R provided construction materials testing (CMT), and special inspections (SI) services. Our CMT & SI services included site development testing of soils, observation on mini pile installation, foundation evaluation, inspection of reinforcing steel, observation and testing of concrete, structural masonry inspection, testing of grout, mortar, brick and block, structural steel inspection, cold-formed steel inspections, spray-applied fire resistive materials, inspection of retaining walls construction, inspection of post tensioning, inspection and testing of thermal insulation.

The total project budget was over \$70 million.



#### **F&R Services**

Construction Materials Testing  
Geotechnical Engineering

#### **Client Contact Information**

University of North Carolina  
Rams Club  
Williamson Athletic Center  
Chapel Hill, North Carolina 27514  
Karlton Creech  
919.843.2000

#### **Schedule**

April 2010- January 2012



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*Engineering Stability Since 1881*



## REQUEST FOR QUALIFICATIONS

### *Section 3 - Relevant Experience*

#### ***Campbell University - Football Stadium Expansion*** *Buies Creek, North Carolina*

F&R's services were retained to perform geotechnical subsurface exploration and construction materials testing, and special inspections for the construction/expansion of the Football Stadium located on the campus of Campbell University in Buies Creek, North Carolina. The football stadium expansion consisted of replacing the existing press box, followed by the construction of two concession/restroom facilities, a new 3,000 seat bleacher addition and parking and drive areas. The new press box was a three-story, steel-frame and masonry structure with an aluminum frame and stucco wall exterior.

F&R performed subsurface exploration and geotechnical engineering evaluations, and provided recommendations for the design and construction phase of the project. Our CMT & SI services included: testing of soils and foundations; inspections of reinforcing steel; observation and testing of concrete; observation of structural masonry construction; testing grout, mortar, brick and block; structural steel inspection; and inspection and testing of spray fire resistive materials.



#### ***F&R Services***

Construction Materials Testing  
Special Inspections  
Geotechnical Engineering

#### ***Client Contact Information***

Campbell University  
110 Main Street  
P.O. Box 567  
Buies Creek, North Carolina 27506  
David Martin  
dmartin@campbell.edu

#### ***Schedule***

November 2012 - February 2013



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## REQUEST FOR QUALIFICATIONS

### *Section 3 - Relevant Experience*

#### *University of North Carolina Chapel Hill - Koury Oral Health Sciences Complex Chapel Hill, North Carolina*

In 2006, the UNC School of Dentistry embarked on a construction project to add a new Dental Sciences Building (DSB) that will enable the school to respond to the opportunities of the 21st century in dental education research. The building enables an expansion of its capacity and allows the school to remain the preeminent dental college in the United States. The new DSB, completed in 2012, is a five-story, 216,000 square foot structure that is centrally located on the UNC Chapel Hill campus. Two existing buildings were located within the footprint of the new DSB and these buildings had to be decommissioned and demolished. The building is of cast-in-place concrete frame construction with cast-in-place-pan-slab concrete floors. The building has a deep basement area that extends up to 20 feet beneath the street level.

After F&R's industrial hygiene team directed the abatement of hazardous building materials and contamination from its historical laboratory use, our geotechnical engineers performed a subsurface exploration and provided foundation design recommendations for the massive new complex.

Once construction was underway, F&R used an innovative approach of combining the field staff that performs construction materials testing services and special inspection services to reduce redundancy that is inherent in these two similar service lines. F&R staffed the project with one lead technician who has both materials testing and Special inspections certifications to perform both services. F&R's lead technician provided all of the required materials testing and special inspections including concrete, reinforcing steel, foundations, structural steel, cold-formed steel, masonry, mortar, grout, and fireproofing.



#### **F&R Services**

Environmental Services  
Geotechnical Engineering  
Construction Materials Testing  
Special Inspections

#### **Client Contact Information**

University of North Carolina – Chapel Hill  
Construction Management  
Giles F. Horney Building  
Chapel Hill, North Carolina 27599  
Jerry U. Guerrier, RA, LEED AP  
919.843.0849  
[jerry.guerrier@facilities.unc.edu](mailto:jerry.guerrier@facilities.unc.edu)

#### **Schedule**

May 2009 - June 2012



**FROEHLING & ROBERTSON**

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## REQUEST FOR QUALIFICATIONS

### *Section 3 - Relevant Experience*

#### *Duke University - New Arts Center*

*Durham, North Carolina*

An art renaissance at Duke University prompted university leaders to embark upon the design and construction of a new \$50 million, 71,000 sf arts complex on campus to house a multitude of cultural and creative facilities, including a black box theater, a film theater, rehearsal space, classrooms and administrative offices for the theater, dance and arts departments, video production studios, collaborative art studios, the campus radio station and numerous student lounges and study areas.

During the design phases of this project, F&R worked with the campus architect and others on the design team to ascertain how to best situate the new facility on the site, which was currently occupied by two existing buildings. To that end, F&R initiated a subsurface exploration and field and laboratory testing programs to determine the composition of the substrata and its foundation bearing capabilities as well as to determine seismic site classification.

Once the data was analyzed by F&R's geotechnical engineers, recommendations were offered to Duke University on shallow foundation design, cut depths, cut and fill slopes, seismic site classification, slab-on-grade floors, retaining walls, and drainage systems. Further geotechnical considerations were outlined with respect to construction activities in the report regarding site preparation, including structural fill placement and compaction, excavations, support of excavation and foundation construction.

Once the design was completed and construction commenced, F&R returned to the campus to provide materials testing and special inspections. F&R scope of services included observations and testing soils, concrete, inspection of reinforcing steel, structural steel, pre-cast concrete, masonry, fireproofing, vibration monitoring and radiographic testing of pipe welds.



#### ***F&R Services***

Geotechnical Engineering  
Construction Materials Testing  
Special Inspections

#### ***Client Contact Information***

Duke University  
114 S. Buchanan Blvd., Bay 2  
Campus Box 90144  
Durham, North Carolina 27708  
Ray Walker, AIA  
919.660.4215  
ray.walker@duke.edu

#### ***Schedule***

January 2016 - December 2017



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### PROJECT TEAM

F&R has assigned Mike Sloan, PE to be our Project Manager and act as a single point of contact and oversee all work performed by our personnel. Mr. Sloan will assign a lead technician to perform a majority of the testing/inspection services and also use field and laboratory staff from our local Fayetteville office for support. F&R's present staffing levels and projected workload for the anticipated term of the project allows more than sufficient available staff man-hours needed to provide a high level of carefully managed and executed construction inspection services.

**Contract Manager:** Mr. Dan Schaefer has been with F&R for twenty-seven years and will serve as the Contract Manager. He will have overall project oversight and responsibility to assure that work is performed in accordance with project requirements and that adequate staffing is dedicated to this project. Mr. Schaefer will preside over internal weekly project meetings with key project staff to review field activities being performed and the status of deliverables. Mr. Schaefer will also perform the final QC review of all progress reports. Dan has been serving in this role since the project began in 2016.

**Professional Project Manager:** Mr. Mike Sloan has over thirty-seven years experience in construction materials management. He will have overall project management responsibilities. Mr. Sloan has a broad range of experience with construction materials testing, special inspections and geotechnical projects. Mr. Sloan has served as the Project Manager on many large municipal projects.

**Senior Geotechnical Engineer:** Mr. Ralph Sanders has been with F&R for twenty-eight years and will serve as the Senior Geotechnical Engineer on this project. Mr. Sanders will provide geotechnical support for site development and foundation construction. Mr. Sanders has been involved with this project in this capacity since 2016.

**Construction Materials Engineer:** Mr. Craig Mintz has been with F&R for twenty years and will serve as a Materials Engineer. He will have oversight and responsibility to assure that work materials testing is performed in accordance with project requirements and that adequate staffing is dedicated to this project.

**Field Technicians and Special Inspectors:** F&R's Fayetteville and Raleigh offices have support staff of more than 10 certified engineering technicians and special inspectors that are available to work on this project. F&R has the capacity to dedicate both multiple and full-time technicians and inspectors to the Minor League Baseball Stadium and Entertainment Venue project.

*An organizational chart and resumes of key personnel can be found on the following pages.*



**CONTRACT MANAGER**  
**Dan Schaefer, PE**  
*Vice President*

**Construction Materials Services**  
**Mike Sloan, PE**  
*Project Manager*

**Geotechnical Services**  
**Ralph Sanders, PE**  
*Sr. Geotechnical Engineer*

**Construction Materials Services**  
**Craig Mintz**  
*Construction Materials Engineer*

**Accredited Soils &  
Materials Laboratory**

Melissa Clason - Lab Technician  
Drew Council - Lab Technician  
Saja Alkhafaji - Lab Technician

**CMT Support Staff**

Erik Hofmann, SI  
Mike Wideman, EIT  
Bobby Wilkins, CWI, SI  
James Davis, SI  
Kirby Swann  
Jimmy Tatum  
Jamella Aiken  
Amy Boltz  
Spencer Ferguson  
Ira Rucker



**Education**

M.S., Civil Engineering, NC  
State University, 1994

B.S., Civil Engineering, New  
England College, 1985

**Registrations**

Professional Engineer  
North Carolina #17212  
New York #66856

OSHA 40-hour HAZWOPER  
Health and Safety Training

OSHA Supervisory Training

**Affiliations**

American Society of Civil  
Engineers

ACECNC: American Council of  
Engineering Companies of  
North Carolina

GBA: The Geoprofessional  
Business Association

**Years of Experience**

27 Years with F&R  
32 Years Total

Dan Schaefer has over 25 years of experience in a broad range of geotechnical engineering, environmental consulting and construction inspection and materials testing projects. In Mr. Schaefer's role as Senior Engineer, he is involved in a diverse selection of projects, particularly specializing in soils and foundation design and construction activities, and testing of soil, concrete, masonry, asphalt, and structural steel construction. He is charged with planning field and laboratory investigations, evaluation of geotechnical field and laboratory studies, geotechnical engineer evaluations of foundations, slopes, retaining structures and pavements, preparation of engineering reports, and supervision of construction inspection and materials testing projects. Mr. Schaefer has served as project manager on hundreds of ventures including school, hospital, and university structures; industrial facilities; shopping centers; residential developments; infrastructure, roadway, greenway, and bridge projects; large slopes and embankments; retaining and shoring structures; elevated and ground storage tanks; and earth dams.

**Relevant Experience**

**Durham Public Schools; Consultant Services Contract**

*Durham, North Carolina*

Mr. Schaefer served as contract executive for a two term year contract with Durham Public Schools for geotechnical engineering and materials testing services. Under this contract, Mr. Schaefer's team has provided services in support of several school construction and renovation projects.

**Wake County Public Schools; Master Services On-Call Contract**

*Wake County, North Carolina*

Mr. Schaefer has managed an annual services contract for geotechnical, materials testing, and environmental services with Wake County for 20 years. Under this contract Mr. Schaefer's team has provided services in support of dozens of new school construction and renovation projects across the country.

**City of Raleigh; Term Contract**

*Raleigh, North Carolina*

Mr. Schaefer has served as contract executive for open-ended special inspections, materials testing and geotechnical engineering contracts on numerous projects for the City of Raleigh.

Mr. Schaefer is currently the contract manager providing senior project oversight for the renovation and new construction of the Raleigh Union Station Multi-Modal Transit Center. His team is performing environmental consulting on the implementation of the soil management plan as well as providing auxiliary hazardous materials services in order to address numerous site contamination issues remaining from the previous land use. Concurrently, Mr. Schaefer is managing the materials testing and special inspections program during construction phases.

**North Carolina Department of Transportation; Annual Limited Services Agreement**

*Various Locations throughout North Carolina*

Mr. Schaefer serves as contract manager on an annual limited services agreement for field and laboratory testing services and geotechnical engineering services. F&R has maintained a contract with the NCDOT for over 20 years.



**Senior Engineer**

*msloan@fandr.com*



**Education**

B.S., Mining Engineering  
Technology, West Virginia  
Institute of Technology, 1979

**Registrations**

Professional Engineer  
Virginia #31885  
North Carolina #25776

**Years of Experience**

18 Years with F&R  
37 Years Total

Mike Sloan has over 35 years of experience in performing geotechnical and construction materials testing and is directly involved in engineering consultations involving materials and construction services. Mr. Sloan is also responsible for the evaluation of field and laboratory data and review of construction quality control reports prepared by technical personnel.

**Relevant Experience**

**City of Raleigh, Union Station Multi-Modal Transit Center**

*Raleigh, North Carolina*

Mr. Sloan is currently the project manager providing oversight for this renovation and new construction effort. His team is performing materials testing and special inspections during construction phases of this massive renovation and construction project.

**City of Raleigh Downtown Remote Operations Facility**

*Raleigh, North Carolina*

Mr. Sloan was the project manager and the engineer of record for this project which involved performing materials testing and special inspection services for approximately 170,000 sf of buildings (roughly a dozen in all) spread out over a 30+ acre site, most of which was paved with 9 inches of heavy duty concrete.

**Duke University, New Duke Arts Center**

*Durham, North Carolina*

Mr. Sloan served as the construction materials testing engineer for the Duke University New Arts Building. Materials testing as well as special inspections were performed on the \$50 million, 71,000 sf building arts complex that houses a multitude of cultural and creative facilities.

**White Oak Elementary School (E-37)**

*Cary, North Carolina*

Mr. Sloan is the Project Manager for this new school project that also includes extensive off-site road improvements. Mike has managed the entire construction materials testing (CMT) and Special Inspections program, including soils, concrete, mortar and grout, and pavement monitoring. Special inspections have included earthwork, cast-in-place concrete, structural masonry and structural steel.

**New Williamston Middle School**

*Williamston, North Carolina*

Mr. Sloan was responsible for overseeing F&R's construction materials testing and Special Inspections programs, reviewing test data and preparing the weekly summary letters for submittal to the client, as well as the proposal preparation and invoicing.

**ABC Store at Chapel Hill North**

*Chapel Hill, North Carolina*

Mr. Sloan was the project manager for F&R's work on this project (construction materials testing and special inspection services). The project included mass grading for the construction of a 5,000 sf steel-frame building supported on spread foundations, construction of three bio-retention ponds, an MSE Wall, and widening of Perkins Drive. Unforeseen unsuitable soils and mass rock were two of the many challenges at this site.



**Education**

M.S., Civil Engineering,  
West Virginia University,  
1979

B.S., Civil Engineering,  
West Virginia University,  
1972

**Registrations**

Professional Engineer  
North Carolina #9652  
South Carolina #8279  
Virginia #12427  
West Virginia #7514

**Affiliations**

American Society of Civil  
Engineers

**Years of Experience**

28 Years with F&R  
45 Years Total

Ralph Sanders is responsible for geotechnical projects from inception of subsurface investigations through foundation analyses and report preparation and has performed geotechnical investigations, laboratory analyses, and report preparation on over 1,000 projects. Major projects include foundation design recommendations for large substation sites for public utilities, multi-story buildings with column loads in the 1,000 to 3,000 kip range, transmission towers (1,000 to 1,500 feet high), large warehouses (1.5 million sf), and elevated and ground supported tanks (1 million gallons). He has also performed geotechnical investigations and design of earthen dams and lagoons and roadway embankments over difficult sites, as well as failure investigations of retaining walls and slope movements and building settlements, and shallow and deep foundation designs performed throughout Piedmont and Coastal Plain areas.

**Relevant Experience**

**Wake Tech Community College - Building F**

*Raleigh, North Carolina*

Mr. Sanders served as the senior geotechnical engineer for the Building F project on the northern campus of Wake Tech Community College. F&R performed subsurface explorations and geotechnical engineering evaluations. The project consisted of construction of a four-story steel frame structure, new parking facilities, construction of BMPs, and underground utilities. Mr. Sanders was involved during the design and construction phases of these projects.

**Stratford Lakes Stormwater Facilities - Earth Dam Evaluation**

*Durham, North Carolina*

Mr. Sanders served as the senior geotechnical engineer for this residential development project. Two existing lakes were to be used as stormwater devices for of the new development, which required geotechnical evaluation of existing embankments and remedial repairs. Mr. Sanders was involved during the design and construction phases.

**East Carolina University, Dowdy-Ficklen Stadium - Stormwater Drain Subsidence Evaluation**

*Greenville, North Carolina*

Mr. Sanders served as the lead geotechnical investigator to evaluate ground and pavement subsidence over more than 1,000 feet of storm drain line. Evaluation included both subsurface exploration and visual inspection of a variety of large RCP and CMP storm drain pipes. Geotechnical engineering repair recommendations were provided to eliminate future subsidence concerns.

**North Hills Drive Culvert Investigation**

*Raleigh, North Carolina*

Mr. Sanders served as the senior geotechnical engineer for this project. An existing 72-inch RCP culvert that extends beneath a 30-foot roadway embankment was failing. Settlement occurred at one end of the culvert. F&R performed a subsurface exploration and provided geotechnical engineering recommendations for repair of the pipe. Due to steep roadway embankment slopes, detailed slope stability modeling and analysis was performed as part of the geotechnical evaluation.

**University of North Carolina - Skipper Bowles Drive Stormwater System Reconstruction**

*Chapel Hill, North Carolina*

Mr. Sanders served as the senior geotechnical engineer for this stormwater system reconstruction project. Approximately 500 feet of 10' by 10' box culvert was installed through a congested area of the UNC-CH campus adjacent to the Dean Smith Center and a heavily travelled road. Installation required extensive excavation shoring. Numerous appurtenant stormwater drain pipes were associated with this main box culvert.



**Education**

B.S., Engineering Technology,  
University of North Carolina  
at Charlotte, 1997

**Affiliations**

American Society of Civil  
Engineers

**Years of Experience**

23 Years with F&R  
23 Years Total

Craig Mintz has experience in a broad range of construction materials engineering projects. Mr. Mintz is responsible for job site supervision, proofrolling of subgrade materials, foundation bearing evaluation, structural and reinforcing steel, asphalt field and laboratory inspections, post-tension slab monitoring, floor flatness testing, and overall management of construction projects. Mr. Mintz has performed these services at a variety of private, commercial, industrial and governmental facilities. His featured projects are varied – residential subdivisions, schools, warehouses, parking lots, multi-story structures, retaining walls, dams, bridges, roadways, wastewater treatment and manufacturing plants.

**Relevant Experience**

**PWC Fayetteville Annexation Projects**

*Fayetteville, North Carolina*

Mr. Mintz has been actively managing projects directly for Fayetteville PWC for over eight years and is currently supervising F&R's work on Phase V of the sanitary sewer annexation/construction installing utility capabilities in over 8,000 parcels of land. Oversaw all construction materials testing as the F&R project manager. Responsibilities included scheduling and supervising technicians, monitoring auger cast pile installation, coordination with structural engineer and architect, reviewing concrete and soil field/lab test data, and report preparation and invoicing.

**Fort Bragg Construction Projects**

*Fort Bragg, North Carolina*

Mr. Mintz was the project manager for all F&R testing services performed in the areas of soils, concrete, reinforcing steel, masonry, and asphalt for numerous projects throughout Fort Bragg. These projects included the SOF Language and Cultural Center, SOF Battalion Operations Complex, Tactical Equipment Maintenance Facility, SOF Sustainment Brigade Complex, SOF Brigade Headquarters Facility, 3rd Brigade Barracks Complex, and many more.

**Pope Holbrook Elementary School**

*Fort Bragg, North Carolina*

Mr. Mintz oversaw all materials testing and special inspections performed by F&R on this new 109,000sf school. Materials that were tested included earthwork, reinforced concrete, masonry, and structural steel.

**Seymour Johnson Air Force Base Military Housing**

*Goldsboro, North Carolina*

Mr. Mintz provided project oversight and materials testing and special inspection services for dozens of new housing units (both single family and multi-family sites).

**Cape Fear Valley Health Systems Pavilion and Garage Additions**

*Fayetteville, North Carolina*

Oversaw all construction materials testing as the F&R project manager. Responsibilities included scheduling and supervising technicians, monitoring auger cast pile installation, coordination with structural engineer and architect, reviewing concrete and soil field/lab test data, and report preparation and invoicing.



### Education

B.S., Urban and Regional  
Planning, East Carolina  
University, 1998

### Registrations

ACI, Concrete Level I

### NICET

Soils Level I  
Concrete Level II  
Asphalt Level I

### ICC

Reinforced Concrete  
Structural Masonry  
Soils

Troxler Nuclear Density  
Technician

### Years of Experience

12 Years with F&R  
12 Years Total

Erik Hofmann is a Senior Engineering Technician and ICC Certified Special Inspector with over 10 years of experience performing construction materials testing services on a wide variety of projects including roadways and bridges, multi-story structures, large master planned residential developments, public schools, and universities. Mr. Hofmann has served as F&R's lead engineering technician on several construction projects. His responsibilities included field monitoring and testing of construction materials including soils, concrete, and mortar/grout; proofroll observations and foundation evaluations.

### Relevant Experience

Mr. Hofmann has performed materials testing and inspection services on numerous projects of note including:

- **Glenwood Place Apartments; Raleigh, NC** - Concrete, grout & mortar
- **Holly Hill New Behavioral Health Building; Raleigh, NC** - Soils, concrete & foundations
- **NCSU Thompson Theater Renovations; Raleigh, NC** - Concrete, soils, grout
- **Duke University, New Arts Building; Durham, NC**
- **Durham School of The Arts; Durham, NC** – Soils & concrete
- **Durham Technical Community College; Orange Co. Campus** - Soils & concrete
- **University of North Carolina Cancer Hospital; Chapel Hill, NC** – Concrete
- **University of North Carolina, Dental Sciences Building; Chapel Hill, NC**– Concrete
- **Ardagh Group Infrastructure Expansion; Henderson, NC**
- **Fort Bragg New Barracks Building; Fort Bragg, NC** - Concrete, soils, & foundation evaluations
- **Wake County Mental Health Facility; Raleigh, NC** – Concrete testing services
- **RDU Airport Terminal; Raleigh NC**
- **WakeMed North; Raleigh, NC** - Soils, concrete & foundation evaluation
- **Rolesville Middle School; Rolesville, NC** - Soils, concrete & foundation evaluation
- **Thompson Ridge Subdivision; Durham, NC** - Soils & foundation evaluation
- **2600 Glenwood Apartments; Raleigh, NC**
- **UNC at Chapel Hill, Academic Affairs Utility Improvements; Chapel Hill, NC**
- **NCDOT, US 311 Asheboro Bypass (Future I-74); Asheboro, NC**– Soils & laboratory testing
- **UNC at Chapel Hill, Cogeneration Steam Tunnel; Chapel Hill, NC** – Soils & concrete
- **Creekside at Tryon Village; Cary, NC** – Soils & foundation evaluation
- **Kildaire Farm Road Land Widening; Cary, NC** – Soils & concrete
- **Wake County Public School System, Holly Grove Middle School; Holly Springs, NC** – Concrete, grout & mortar
- **Wake County Public School System, Alston Ridge Elementary School; Cary, NC** – Concrete, grout & mortar
- **Wake County Public School System, Wendell Middle School; Wendell, NC**– Concrete, grout & mortar
- **Camp Lejeune, Fisher House; Jacksonville, NC** – Soils, foundation evaluation & concrete
- **Manor Six Forks Apartments; Raleigh, NC** - Concrete, grout & mortar



**Materials Engineer**

*mwideman@fandr.com*



**Education**

B.S., Civil Engineering,  
University of Alabama at  
Birmingham, 1999

**Registrations**

Engineering Intern  
Alabama #12288

**Years of Experience**

11 Years with F&R  
17 Years Total

Mike Wideman regularly performs construction materials testing services on a wide variety of projects including military facilities, multi-story structures, retail centers, and public schools and universities. His responsibilities include field monitoring and testing of construction materials including reinforcing steel, masonry, soils, concrete, fireproofing materials, proofroll observations, rebar, vibration monitoring, and foundation evaluations.

**Relevant Experience**

**Ingle's Refrigerated Distribution Center**

*Black Mountain, North Carolina*

As part of this project to expand the existing Ingles Distribution Center and an 840,000 square feet refrigerator/freezer addition, Mr. Wideman provided special inspection services which included soils, cast-in-place concrete, reinforcing steel, masonry, structural steel, and fire-resistive materials. He also observed construction methods and materials to monitor compliance with the applicable building codes and construction documents.

**Biltmore Park Town Square**

*Asheville, North Carolina*

Mr. Wideman provided construction materials testing during this project with a particular emphasis on reinforcing steel and masonry.

**Walmart Shopping Center Plaza**

*Weaverville, North Carolina*

Mr. Wideman acted as a masonry inspector during this project. Specific services included inspecting reinforced masonry construction and observing the preparation of masonry prisms, sampling and placing of masonry units, placement of reinforcement, inspection of grout space, and grouting operations.

**Lowe's Home Improvement Center**

*Weaverville, North Carolina*

Mr. Wideman provided construction materials testing during this project with a particular emphasis on reinforcing steel and masonry.

**A. Refrigerated Warehouse Facility Expansion**

*Warsaw, North Carolina*

Provided construction materials testing services for earthwork, reinforced concrete, masonry, structural steel, sprayed fire resistant materials and stone base and pavements.

**Health Services Building**

*Pembroke, North Carolina*

Provided construction materials testing services for earthwork, reinforced concrete, masonry, structural steel, sprayed fire resistant materials and stone base and pavements.



### **Education**

A.A.S., Civil Engineering,  
Fayetteville Technical  
Institute, 1977

### **Registrations**

American Concrete Institute,  
Level I, Concrete

### **ICC**

Special Inspector  
Sprayed Applied  
Fireproofing  
Structural Steel and Bolting  
Reinforced Concrete

American Welding Society,  
Certified Welding Inspector  
#08091611

Troxler Nuclear Density  
Technician

### **Years of Experience**

19 Years with F&R  
40 Years Total

Bobby Wilkins is a Senior Engineering Technician with more than 35 years of engineering materials testing experience. Mr. Wilkins has served as the lead engineering technician on many large construction projects including schools, roadways, bridges, shopping centers, hospitals, towers and tanks. His duties include field monitoring and testing of construction involving soils, asphalt, reinforcing steel, concrete, drilled shafts, piles, structural steel, and fireproofing.

As a Certified Welding Inspector, Mr. Wilkins regularly performs visual welding inspection and evaluation on projects such as buildings; commercial, industrial, and heavy piping systems in chemical plants, paper mills, power plants; and storage tanks. Other services he provides include dimensional verification; receipt inspection of materials; monitoring and oversight of fabrication and installation of components to ensure conformance with plans and specs; and review of welding qualifications and procedures.

### **Relevant Experience**

Mr. Wilkins has performed materials testing and inspection services on numerous projects of note including:

- **University of North Carolina, Dental Sciences Building; Chapel Hill, North Carolina** – Structural Steel and Fireproofing Special Inspections
- **University of North Carolina, Cogeneration Steam Tunnel Replacement, Chapel Hill, North Carolina** - Structural Steel and Welding Special Inspections
- **University of North Carolina, Kenan Stadium, East End Zone Expansion; Chapel Hill, North Carolina** – Structural Steel and Fireproofing Special Inspections
- **North Carolina State University, West Lot Parking Deck; Raleigh, North Carolina** – Structural Steel and Welding Inspections
- **Wake County Public School System, Rolesville Middle School; Rolesville, North Carolina** – Structural Steel and Fireproofing Special Inspections
- **St. Thomas More Catholic School; Chapel Hill, North Carolina** – Structural Steel and Fireproofing Special Inspections
- **Wake County Public School System, Alston Ridge Elementary School; Cary, North Carolina** – Structural steel inspections
- **Wake County Public School System, Herbert Akins Elementary School; Holly Springs, North Carolina** – Structural Steel Special Inspections
- **Wake County Public School System, Holly Grove Middle School; Holly Springs, North Carolina** – Structural Steel Special Inspections
- **Wake Technical Community College, Physical Education Center; Raleigh, North Carolina** – Structural Steel and Fireproofing Special Inspections
- **Wake Technical Community College, Building F Addition; Raleigh, North Carolina** – Rebar and Concrete inspections, Structural Steel & Fireproofing Special Inspection; Proofrolls
- **Johnston County Middle School; Selma, North Carolina** - Rebar and Concrete inspections; Structural Inspection; Proofrolls; Structural Masonry Inspections; Masonry and Grout testing

EXHIBIT A

~ Certification Form ~

(Provide separate Certification for each Joint Venture or Partnership entity)

**\*\*COMPANY NAME\*\*** Froehling & Robertson, Inc.

**\*\*SEAL\*\***

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS RESPONSE TO THE REQUEST FOR QUALIFICATIONS IS CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND BELIEF.

This the 16 day of January, 2018.

By: Paul K. Adair Title: Vice President

License number under which the project **will** be executed: Name license number above is held in:

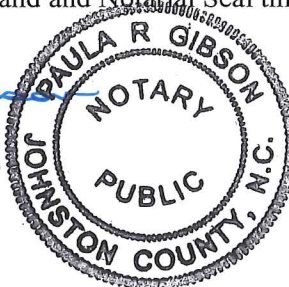
STATE OF North Carolina COUNTY OF Wake

I, Paula R. Gibson a Notary Public in and for the County and State aforesaid, do hereby certify that personally came before me this day and acknowledged that he is of and by that authority duly given and as an act of the foregoing instrument was signed by As, attested by him/herself as Secretary, and sealed with the common seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 16 day of January, 2018.

Notary Public

My commission expires: June 24, 2018



~ E-Verify ~

STATE OF North Carolina  
COUNTY OF Wake

I, Daniel K. Schaefer, PE (the individual attesting below), being duly authorized by and on behalf of Froehling & Robertson, Inc. ("Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)  
a. YES X, or  
b. NO \_\_\_\_\_
4. Employer and Employer's subcontractors comply with E-Verify, and if Employer subsequently retains any subcontractors on this project Employer will ensure their compliance with E-Verify.

This 16 day of January, 2018.

Daniel K. Schaefer  
Signature of Affiant

Print or Type Name: Daniel K. Schaefer, PE

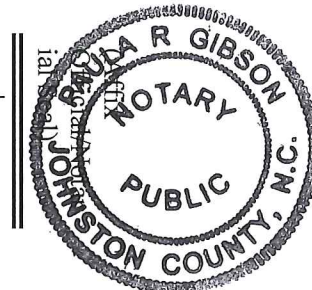
State of NC County of Wake

Signed and sworn to (or affirmed) before me, this the 16  
day of January, 2018.

My Commission Expires: June 24, 2018

Tandra R. Gibson

Notary Public

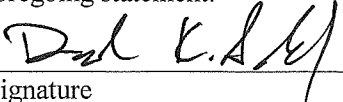


~ Iran Divestment Act Certification ~

N.C.G.S. 143C-6A-5(a)

As of the date listed below, Froehling & Robertson, Inc. (name of vendor/bidder) is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor/bidder listed above to make the foregoing statement.

	1/16/18
Signature	Date
Daniel K. Schaefer, PE	Vice President
Printed Name	Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contracts with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.



## Soils Special Inspector



Candidate ID: ICC00243031

Name: Erik Hofmann

Date: 12/30/2016

Address: 7813 Fairmont Court

Raleigh

NC 27615

### EXAMINATION RESULT: **PASS**

Congratulations! You have passed the above-named examination. This certification is current for three years.

You may request a wall certificate from ICC. This certificate will be provided at no cost to you, if you request it within 90 days of your exam. Only one wall certificate per exam passed will be provided to you at no charge. For more information on requesting a wall certificate, go to [www.iccsafe.org/inspector](http://www.iccsafe.org/inspector).

It is extremely important that you notify Pearson VUE and ICC of any changes in name and/or address. There may be an additional fee if a certification is re-issued due to a misspelled name or incorrect address. Please note that name changes may require additional information.

**For exams taken in the U.S:** Please contact Pearson VUE at 800-275-8301 and ICC at [certexam@iccsafe.org](mailto:certexam@iccsafe.org).

**For international exams:** Please go to [www.pearsonvue.com/icc/cert/contact/](http://www.pearsonvue.com/icc/cert/contact/).

*The authenticity of this score report can be validated by using Pearson VUE's Online Score Report Authentication found at:*

*[www.PearsonVUE.com/authenticate](http://www.PearsonVUE.com/authenticate)*

*Digital embossing eliminates the possibility of unauthorized embossing of counterfeit score reports.*

Registration Number: 309466770

Validation Number: 594535224



**NATIONAL INSTITUTE FOR CERTIFICATION  
IN ENGINEERING TECHNOLOGIES®**

*Providing Certification Programs Since 1961*



Approval Letter

Name: Erik C Hofmann  
Date of Award: August 31, 2015  
Certification Number: 126650  
Certification Expire Date: 08/01/2018

It is my pleasure to inform you that recertification has been granted as follows:

CONSTRUCTION MATERIALS TESTING/SOILS/LEVEL I  
CONSTRUCTION MATERIALS TESTING/ASPHALT/LEVEL I  
CONSTRUCTION MATERIALS TESTING/CONCRETE/LEVEL II

You will find your new wallet card attached to the bottom of this letter. Also enclosed with this letter is your new certificate. Your new three-year period of certification is printed on both your wallet card and your certificate. You will need to accumulate another 90 continuing professional development points to continue your certification beyond this new expiration date.

Prior to removing the wallet card from this letter, we advise that you make a copy of the letter for your files as the complete letter may be required as proof of certification.

The interest you have shown in your career development by obtaining professional recognition and status through certification is most commendable. On behalf of the Board of Governors, please accept our congratulations and best wishes.

Very truly yours,

Michael A. Clark  
Chief Operating Executive

Erik C Hofmann  
7813 Fairmont Ct  
Raleigh, NC 27615

remove card slowly

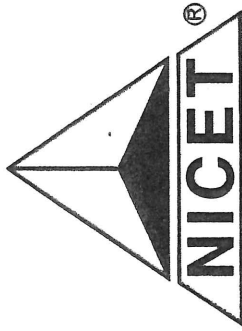


**NATIONAL INSTITUTE FOR CERTIFICATION  
IN ENGINEERING TECHNOLOGIES®**

**Erik C Hofmann**

SOILS/I  
ASPHALT/I  
CONCRETE/II

CERT NO. 126650 VALID THRU 08/01/2018



# NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES®

*Providing Certification Programs Since 1961*

BE IT KNOWN THAT

**Erik C Hofmann**

IS HEREBY AWARDED CERTIFICATION AT

LEVEL I

IN CONSTRUCTION MATERIALS TESTING  
SOILS

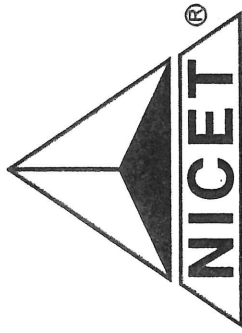
**BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,  
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.**

Certification Valid through August 1, 2018

CERTIFICATION NUMBER 126650

CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS



# NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES®

*Providing Certification Programs Since 1961*

BE IT KNOWN THAT

**Erik C Hofmann**

IS HEREBY AWARDED CERTIFICATION AT

LEVEL I

IN CONSTRUCTION MATERIALS TESTING  
ASPHALT

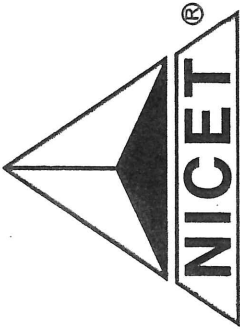
**BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,  
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.**

Certification Valid through August 1, 2018

CERTIFICATION NUMBER 126650

CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS



# NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES®

*Providing Certification Programs Since 1961*

BE IT KNOWN THAT

**Erik C Hofmann**

IS HEREBY AWARDED CERTIFICATION AT

LEVEL II

IN CONSTRUCTION MATERIALS TESTING  
CONCRETE

**BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,  
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.**

Certification Valid through August 1, 2018

CERTIFICATION NUMBER 126650

CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

# INTERNATIONAL CODE COUNCIL

**BOBBY R WILKINS**

*The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:*

**Structural Steel and Bolting Special Inspector**

Given this day of December 17, 2009

Certificate No. 5246968-SI

*Ronald L. Lynn*

Ronald L. Lynn  
President, Board of Directors

*Richard P. Weiland*

Richard P. Weiland  
Chief Executive Officer



# INTERNATIONAL CODE COUNCIL

**BOBBY WILKINS**

*The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:*

**Reinforced Concrete Special Inspector**

Given this day of November 5, 2013

Certificate No. 5246968

  
Ronald E. Piester, AIA  
President, Board of Directors



Dominic Sims  
Acting Chief Executive Officer



# AMERICAN CONCRETE INSTITUTE

*This is to certify that*

**BOBBY R WILKINS**

*has demonstrated knowledge and ability by  
successfully completing the ACI Certification  
requirements and is hereby recognized as an*

**ACI Concrete Strength Testing Technician**

**Certified Date:** 11/06/2014      **Expires:** 11/06/2019

**Examiner of Record:** Mr Paul W Burch

*ACI Managing Director of Certification*



*The Authenticity of this certification can be verified at [www.ACICertification.org/verify](http://www.ACICertification.org/verify)*

Congratulations! You have demonstrated a commitment to the code enforcement profession by successfully achieving ICC certification. Your certification information will be posted on the Certification Website as an Active Certification. [www.iccsafe.org](http://www.iccsafe.org)

**CERTIFICATION RENEWAL** - Certification is valid for a three year period. For Renewal Information see the Bulletin at [www.iccsafe.org](http://www.iccsafe.org)

**AST/UST Certification Renewal** - Certification is generally valid for a two year period. For Renewal Information see the UST Bulletin at [www.iccsafe.org/ust-ast](http://www.iccsafe.org/ust-ast)

**NAFED Certification Renewal** - NAFED must receive your application for recertification and documentation at least 60 days prior to the expiration date of the current certification. [www.nafed.org/certification/](http://www.nafed.org/certification/)

**Renewal of certifications is the responsibility of the certified individual. Please make sure you keep track of your renewal date(s), and advise ICC of any CHANGE OF ADDRESS. [www.iccsafe.org](http://www.iccsafe.org)**

If you have achieved a NAFED certification you must notify NAFED of any change of address. [www.nafed.org](http://www.nafed.org)

Best wishes for continued success in your career, and thank you for your interest in the Certification Programs of the International Code Council.

## INTERIOR OF CARD

Bobby Wilkins - 5246968

Structural Steel and Bolting Special Inspector - Exp. 01/05/2016

Reinforced Concrete Special Inspector - Exp. 11/05/2016

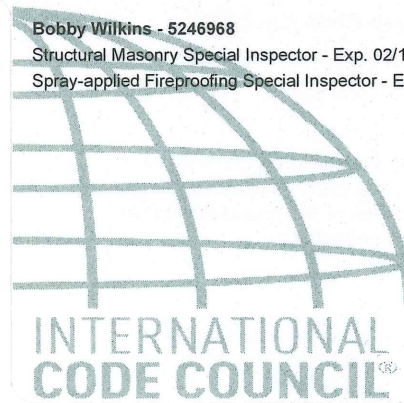
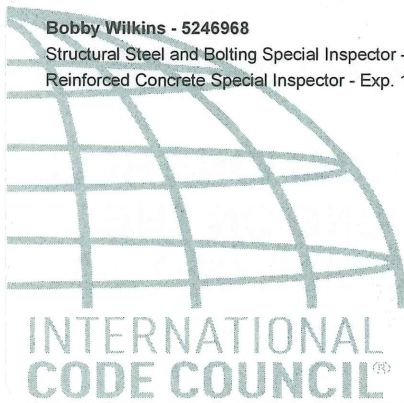
ICC

Bobby Wilkins - 5246968

Structural Masonry Special Inspector - Exp. 02/13/2016

Spray-applied Fireproofing Special Inspector - Exp. 11/30/2016

ICC



**Remove card at perforation and FOLD in center before placing in wallet**

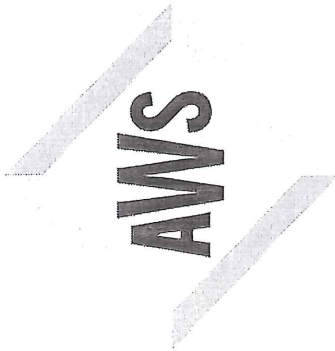


See Reverse Side For Easy Opening Instructions



Certification & Testing  
900 Montclair Road  
Birmingham, AL 35213

Bobby Wilkins  
310 Hubert St  
Raleigh, NC 27603



**American Welding Society®**

*Certifies that Welding Inspector*

***Bobby R Wilkins***

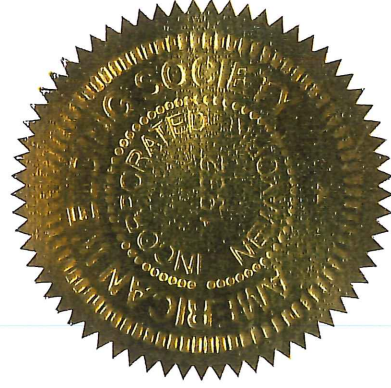
*has complied with the requirements of AWS QC1,  
Standard for AWS Certification of Welding Inspectors*

**08091611**

CERTIFICATE NUMBER

**September 1 2020**

EXPIRATION DATE



*John R Bray*

AWS PRESIDENT

*Bill Beal*

AWS QUALIFICATION COMMITTEE CHAIR

*George Wilkins*

AWS CERTIFICATION COMMITTEE CHAIR



## Soils Special Inspector



Candidate ID: ICC00251721

Name: James Davis

Date: 8/2/2016

Address: 310 Hubert Street

Raleigh

NC 27603

### EXAMINATION RESULT: **PASS**

Congratulations! You have passed the above-named examination. This certification is current for three years.

You may request a wall certificate from ICC. This certificate will be provided at no cost to you, if you request it within 90 days of your exam. Only one wall certificate per exam passed will be provided to you at no charge. For more information on requesting a wall certificate, go to [www.iccsafe.org/inspector](http://www.iccsafe.org/inspector).

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**For exams taken in the U.S:** Please contact Pearson VUE at 800-275-8301 and ICC at [certexam@iccsafe.org](mailto:certexam@iccsafe.org).

**For international exams:** Please go to [www.pearsonvue.com/icc/cert/contact/](http://www.pearsonvue.com/icc/cert/contact/).

*The authenticity of this score report can be validated by using Pearson VUE's Online Score Report Authentication found at:  
[www.PearsonVUE.com/authenticate](http://www.PearsonVUE.com/authenticate)*

*Digital embossing eliminates the possibility of unauthorized embossing of counterfeit score reports.*

Registration Number: **303340391**

Validation Number: **609312724**

# AMERICAN CONCRETE INSTITUTE

*This is to certify that*

**JAMES R DAVIS**

*has demonstrated knowledge and ability by  
successfully completing the ACI Certification  
requirements and is hereby recognized as an*

## ACI Concrete Field Testing Technician - Grade I

**Certified Date: 01/24/2014      Expires: 01/24/2019**

**Examiner of Record: Roberto A Nunez**



*ACI Managing Director of Certification*

*The Authenticity of this certification can be verified at [www.ACICertification.org/verify](http://www.ACICertification.org/verify)*

### **Detailed Subtest Results**

To pass the written examination you must 1) score 60% or higher on each written subtest and 2) score 70% or higher on the overall written examination.

To pass the performance examination you must pass all 7 subtests in one session.

<b><u>QUALIFICATION</u></b>	<b><u>P/F - Session</u></b>	<b><u>% Score</u></b>
Written Subtest C31	PASS-140171	87.50
Written Subtest C231	PASS-140171	90.00
Written Subtest C173	PASS-140171	75.00
Written Subtest C172	PASS-140171	87.50
Written Subtest C143	PASS-140171	100.00
Written Subtest C138	PASS-140171	100.00
Written Subtest C1064	PASS-140171	100.00
Written Examination	PASS-140171	90.91
Performance Overall	PASS-140171	100.00
Perf Subtest C31	PASS-140171	100.00
Perf Subtest C231	PASS-140171	100.00
Perf Subtest C173	PASS-140171	100.00
Perf Subtest C172	PASS-140171	100.00
Perf Subtest C143	PASS-140171	100.00
Perf Subtest C138	PASS-140171	100.00
Perf Subtest C1064	PASS-140171	100.00

If you have any questions about this program, or other ACI activity, please feel free to contact us at 248/848-3790.

### **ACI Concrete Field Testing Technician - Grade I**

**JAMES R DAVIS**

Certification ID #01283877

Expires on: 01/24/2019



certification

Verify at [CheckACI.org](http://CheckACI.org)



# North Carolina Department of Transportation

## Division of Highways

*This is to certify that*

**James Davis**

*Has successfully completed the written and practical  
examination for, and duly recognized as, an*

Concrete Field Technician (Testing)

*R K Pace*

State Materials Operations Engineer

DATE ISSUED: 01/24/2014 CERT. NO. PCT-11081

EXPIRES: 01/24/2019

*Cheryl A. Pace*

State Materials Engineer



## North Carolina Department of Administration

Pat McCrory, Governor  
Bill Daughtridge, Jr., Secretary

Office for Historically Underutilized Businesses  
Dennis M. English, Jr., Asst. to the Secretary for  
HUB Outreach

February 4, 2016

Daniel Schaefer  
Froehling & Robertson, Inc. (Minority Owned)  
310 Hubert Street  
Raleigh, NC 27603

Dear Daniel Schaefer:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This certification will remain in effect for four (4) years from the date of this letter.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. In addition, please be advised your status may be changed if there is a 3rd party challenge granted against your firm. The link to the HUB Office 3rd party challenge form can be located at <http://www.doa.nc.gov/hub/documents/ThirdpartyEligibilityChallengeev080811.pdf>. All information submitted to the Office for Historically Underutilized Business is subject to audit and review.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE) Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at <http://www.doa.nc.gov/hub/programs.aspx?pid=swuc> to locate the local office near you. Another great resource is the Small Business and Technology Development Center at [www.sbtcd.org](http://www.sbtcd.org) for free personalized business assistance and counseling.

It is important to note that although your status as a certified HUB firm greatly improves your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program.

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,

***Traci Fleming***

Traci Fleming  
Supplier Diversity Specialist

**Mailing Address:**

Office for Historically Underutilized Businesses  
Department of Administration  
1336 Mail Service Center  
Raleigh, NC 27699-1336

Telephone (919) 807-2330  
Fax (919) 807-2335  
State Courier #51-01-00

**Location:**

116 West Jones Street  
Administration Building  
Suite 4109  
Raleigh, NC 27603

---

**For More Information:**

***Daniel K. Schaefer, PE***

*Vice President*

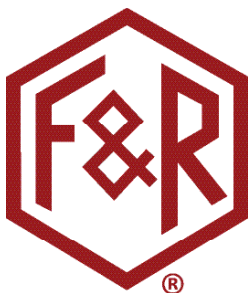
T: 919.828.3441

E: [dschaefer@fandr.com](mailto:dschaefer@fandr.com)

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A Minority-Owned Business

**[www.fandr.com](http://www.fandr.com)**



**FROEHLING & ROBERTSON**

*Engineering Stability Since 1881*

# City of Fayetteville

433 Hay Street  
Fayetteville, NC 28301-5537  
(910) 433-1FAY (1329)

## City Council Action Memo

File Number: 18-136

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**Agenda Date:** 4/9/2018

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Consent

**Agenda Number:** 6.03

**TO:** Mayor and Members of City Council

**THRU:** Kristoff Bauer, Deputy City Manager

**FROM:** Michael Gibson, Parks, Recreation and Maintenance Director  
Tracey Broyles, Budget and Evaluation Director

**DATE:** April 9, 2018

**RE:**

Adoption of Capital Project Ordinance Amendment 2018-51 for the Linear Park Project

**COUNCIL DISTRICT(S):**

2

**Relationship To Strategic Plan:**

Goal 4: Be a highly desirable place to live, work, and recreate with thriving neighborhoods, and high quality of life for all residents.

**Executive Summary:**

Capital Project Ordinance Amendment 2018-51 will appropriate additional donations of \$6,263 and additional investment income of \$382 for the Linear Park project.

**Background:**

The current budget for the Linear Park project is \$2,149,512. If approved, the revised budget will be \$2,156,157.

A portion of the additional funds will be used to purchase custom bronze plaques. Donors to the Linear Park Corporation receive a plaque that is placed along the Linear Park Trail. The remainder of the funds will be utilized as needed by the Linear Park Committee.

**Issues/Analysis:**

None

**Budget Impact:**

There is no budget impact for City resources as the additional appropriation for the project is funded by private donations and investment income earned on project funding balances.

**Options:**

- 1) Adopt Capital Project Ordinance Amendment 2018-51 to provide funding for Linear Park.
- 2) Do not adopt Capital Project Ordinance Amendment 2018-51 and provide further guidance to staff.

**Recommended Action:**

Staff recommends that Council move to adopt Capital Project Ordinance Amendment 2018-51 as presented.

**Attachments:**

CPOA 2018-51 Linear Park Project

**CAPITAL PROJECT ORDINANCE AMENDMENT  
CHANGE 2018-51 (CPO 2004-3)**

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

Section 1. The project change authorized is to Capital Project Ordinance 2004-3, adopted November 17, 2003, as amended, for the funding of the Linear Park project, and related Cross Creek Park and Maiden Lane Park projects.

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

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

	Listed As	Amendment	Revised
Donations	\$ 2,052,325	\$ 6,263	\$ 2,058,588
General Fund Transfer	50,000	-	50,000
Transfer from PWC	79	-	79
Investment Income	47,108	382	47,490
	<u>\$ 2,149,512</u>	<u>\$ 6,645</u>	<u>\$ 2,156,157</u>

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

Project Expenditures	<u>\$ 2,149,512</u>	<u>\$ 6,645</u>	<u>\$ 2,156,157</u>
----------------------	---------------------	-----------------	---------------------

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

Section 6. The City Manager is hereby authorized and directed to take such action as he may deem necessary or appropriate to execute this ordinance.

Adopted this 9th day of April, 2018.

# City of Fayetteville

433 Hay Street  
Fayetteville, NC 28301-5537  
(910) 433-1FAY (1329)

## City Council Action Memo

File Number: 18-139

---

**Agenda Date:** 4/9/2018

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Consent

**Agenda Number:** 6.04

**TO:** Mayor and Members of City Council

**THRU:** David W. Trego, CEO/General Manager  
Fayetteville Public Works Commission

**FROM:** Fayetteville Public Works Commission

**DATE:** April 9, 2018

**RE:**

**Bid Recommendation - Filter Equipment and Components for Rockfish Creek  
WRF**

**COUNCIL DISTRICT(S):**

All

**Relationship To Strategic Plan:**

High Quality Built Environment

**Executive Summary:**

Bids were received to award the contract for the purchase of Filter Equipment and Components for the Rockfish Creek Water Reclamation Facility. The recommended lowest responsive, responsible bidder is Aqua-Aerobic Systems, Inc., Loves Park, IL, in the total amount of \$1,469,000.00.

**Background:**

The Fayetteville Public Works Commission during their meeting on March 28, 2018, approved the bid recommendation to award the purchase of Filter Equipment and Components for the Rockfish Creek Water Reclamation Facility to Aqua-Aerobic Systems, Inc., Loves Park, IL, the lowest responsive, responsible bidder in the total amount of \$1,469,000.00, and to forward to City Council for approval.

Bids were received on February 28, 2018, as follows:

<u>Bidders</u>	<u>Total Cost</u>
Aqua-Aerobic Systems, Inc., Loves Park, IL	\$1,469,000.00
Suez Treatment Solutions, Inc., Richmond, VA	\$1,587,800.00

**Issues/Analysis:**

The purchase of this equipment is to support the complete refurbishing of six traveling bridge filters at the Rockfish Creek Water Reclamation Facility, which were severely damaged by Hurricane Matthew. Two bidders requested bid documents for this equipment with both bidders submitting bids. The lowest responsive, responsible bidder is recommended.

SDBE/Local Participation: Aqua-Aerobic Systems, Inc. is not classified as a SDBE or minority owned business. There are no known local suppliers of this type of equipment.

**Budget Impact:**

Equipment is budgeted in FY2018 CIP WS45 CPR10000333 - \$2,635,031.49 is available for this purchase. The remaining project funds may be used for additional equipment and installation services.

**Options:**

N/A

**Recommended Action:**

The Fayetteville Public Works Commission recommends the City Council approve the bid recommendation to award the purchase of Filter Equipment and Components for the Rockfish Creek Water Reclamation Facility to Aqua-Aerobic Systems, Inc., Loves Park, IL, the lowest responsive, responsible bidder in the total amount of \$1,469,000.00.

**Attachments:**

Bid Recommendation - Purchase of Filter Equipment and Components

**PUBLIC WORKS COMMISSION  
ACTION REQUEST FORM**

**TO:** David W. Trego, CEO/General Manager

**DATE:** March 21, 2018

**FROM:** Mark Cannady, Procurement Supervisor

.....  
**ACTION REQUESTED:** Award contract for the purchase of Filter Equipment and Components for the Rockfish Creek Water Reclamation Facility  
.....

**BID/PROJECT NAME:** Rockfish Creek WRF Filter Equipment and Components

**BID DATE:** February 28, 2018

**DEPARTMENT:** Rockfish Creek WRF

**BUDGET INFORMATION:** FY2018 CIP WS 45 CPR10000333 - \$2,635,031.49 is available for this purchase. The remaining project funds may be used for additional equipment and installation services.  
.....

BIDDERS	TOTAL COST
Aqua-Aerobic Systems, Inc., Loves Park, IL	\$1,469,000.00
Suez Treatment Solutions Inc., Richmond, VA	\$1,587,800.00

.....

**AWARD RECOMMENDED TO:** Aqua-Aerobic Systems, Inc., Loves Park, IL

**BASIS OF AWARD:** Lowest responsive, responsible bidder  
.....

**COMMENTS:** The purchase of this equipment is to support the complete refurbishing of six traveling bridge filters at the Rockfish Creek Water Reclamation Facility, which were severely damaged by Hurricane Matthew. Two bidders requested bid documents for this equipment with both bidders submitting bids. The lowest responsive, responsible bidder is recommended.  
.....

**ACTION BY COMMISSION**

**APPROVED** \_\_\_\_\_ **REJECTED** \_\_\_\_\_  
**DATE** \_\_\_\_\_

**ACTION BY COUNCIL**

**APPROVED** \_\_\_\_\_ **REJECTED** \_\_\_\_\_  
**DATE** \_\_\_\_\_

## **BID HISTORY**

### **ROCKFISH CREEK WRF FILTER EQUIPMENT AND COMPONENTS**

**BID DATE: FEBRUARY 28, 2018**

#### **Consulting Engineer**

Hazen and Sawyer, Raleigh, NC

#### **Advertisement**

- |    |                        |                           |
|----|------------------------|---------------------------|
| 1. | PWC Website            | 02/16/18 through 02/28/18 |
| 2. | The Fayetteville Press | General Monthly Ad        |

#### **List of Organizations Notified of Bid**

1. NAACP Fayetteville Branch, Fayetteville, NC
2. NAWIC, Raleigh, NC
3. N.C. Institute of Minority Economic Development, Durham, NC
4. Fayetteville Business & Professional League, Fayetteville, NC
5. Small Business Technology Development Center, Fayetteville, NC
6. FTCC Small Business Center, Fayetteville, NC
7. CEED, Fayetteville, NC
8. ISQFT Website
9. McGraw-Hill Construction/Dodge Plan Room

#### **List of Contractors Requesting Plans and Specifications**

1. Aqua-Aerobic Systems, Inc., Loves Park, IL
2. Suez Treatment Solutions Inc., Richmond, VA

#### **SDBE/Local Participation**

Aqua-Aerobic Systems, Inc. is not classified as a SDBE or minority owned business. There are no known local suppliers of this type of equipment.

# City of Fayetteville

433 Hay Street  
Fayetteville, NC 28301-5537  
(910) 433-1FAY (1329)

## City Council Action Memo

File Number: 18-140

**Agenda Date:** 4/9/2018

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Consent

**Agenda Number:** 6.05

**TO: Mayor and Members of City Council**

**THRU: David W. Trego, CEO/General Manager  
Fayetteville Public Works Commission**

**FROM: Fayetteville Public Works Commission**

**DATE: April 9, 2018**

**RE:**

**Bid Recommendation - In-Line Process Pumps**

**COUNCIL DISTRICT(S):**

All

**Relationship To Strategic Plan:**

High Quality Built Environment

**Executive Summary:**

Bids were received to award the contract for the purchase of seven (7) Goulds Model 3396 In-Line Process Pumps. The recommended lowest responsive, responsible bidder is Tencarva Machinery Company, Wilmington, NC, in the total amount of \$104,665.27.

**Background:**

The Fayetteville Public Works Commission during their meeting on March 28, 2018, approved the bid recommendation to award the purchase of (7) Goulds Model 3396 In-Line Process Pumps, to include materials, equipment and incidentals to Tencarva Machinery Company, Wilmington, NC, the lowest responsive, responsible bidder in the total amount of \$104,665.27, and to forward to City Council for approval.

Bids were received on March 20, 2018, as follows:

Bidders

Total Cost

Tencarva Machinery Company, Wilmington, NC

\$104,665.27

**Issues/Analysis:**

Bids were solicited from the Goulds pump distributor for this region. Additionally, the bid specifications allowed for bids from other manufacturers who could offer pumps equal to the pump specified. No alternate bids were received. The sole bid received was from the only authorized distributor for Goulds pumps in this region.

Tencarva Machinery Company is not classified as a SDBE, minority or woman-owned business. There are no known local vendors who can supply this equipment.

**Budget Impact:**

This project is budgeted in the Butler Warner Generation Capital Budget. Budget code CPR1000414, in the amount of \$130,000. Funds are available for this purchase.

**Options:**

N/A

**Recommended Action:**

The Fayetteville Public Works Commission recommends the City Council approve the bid recommendation to award the purchase of seven (7) Goulds Model 3396 In-Line Process Pumps, to include all materials, equipment and incidentals to Tencarva Machinery Company, Wilmington, NC, the lowest responsive, responsible bidder in the total amount of \$104,665.27.

**Attachments:**

Bid Recommendation - In-Line Pump Request

**PUBLIC WORKS COMMISSION  
ACTION REQUEST FORM**

**TO:** David W. Trego, CEO/General Manager

**DATE:** March 21, 2018

**FROM:** Mark Cannady, Procurement Supervisor

.....  
**ACTION REQUESTED:** Award bid for the purchase and delivery of seven (7) Goulds Model 3396 In-Line Process Pumps, to include all materials, equipment and incidentals, to Tencarva Machinery Company, Wilmington, NC in the amount of \$104,665.27.

.....  
**BID/PROJECT NAME:** Seven (7) In-Line Process Pumps

**BID DATE:** March 20, 2018

**DEPARTMENT:** Butler Warner Generation Plant

**BUDGET:** This project is budgeted in the Butler Warner Generation Capital Budget, Budget code CPR1000414, in the amount of \$130,000. Funds are available for this purchase.

.....  

BIDDER	TOTAL COST
Tencarva Machinery Company, Wilmington, NC	\$104,665.27

.....  
**AWARD RECOMMENDED TO:** Tencarva Machinery Company, Wilmington, NC

**BASIS OF AWARD:** Lowest responsive, responsible bidder

**AWARD RECOMMENDED BY:** Ace May, Power Plant Manager  
Mark Cannady, Procurement Supervisor

.....  
**COMMENTS:** Bids were solicited from the Goulds pump distributor for this region. Additionally, the bid specifications allowed for bids from other manufacturers who could offer pumps equal to the pump specified. No alternate bids were received. The sole bid received was from the only authorized distributor for Goulds pumps in this region.

.....  
**ACTION BY COMMISSION**  
**APPROVED** \_\_\_\_\_ **REJECTED** \_\_\_\_\_  
**DATE** \_\_\_\_\_

**ACTION BY COUNCIL**  
**APPROVED** \_\_\_\_\_ **REJECTED** \_\_\_\_\_  
**DATE** \_\_\_\_\_

## **BID HISTORY**

### **SEVEN (7) IN-LINE PROCESS PUMPS**

**BID DATE: MARCH 20, 2018**

#### **Advertisement**

- |    |  |                          |
|----|--|--------------------------|
| 1. | PWC Website                              | 03/13/2018 to 03/20/2018 |
| 2. | The Fayetteville Press, Fayetteville, NC | General Monthly Ad       |

#### **List of Organizations Notified of Bids**

1. NAACP Fayetteville Branch, Fayetteville, NC
2. NAWIC, Raleigh, NC
3. N.C. Institute of Minority Economic Development, Durham, NC
4. Fayetteville Business & Professional League, Fayetteville, NC
5. Small Business Technology Development Center, Fayetteville, NC
6. FTCC Small Business Center, Fayetteville, NC
7. CEED, Fayetteville, NC

#### **List of Contractors Requesting Plans and Specifications**

1. Tencarva Machinery Company, Wilmington, NC

#### **Local/SDBE Participation**

Tencarva Machinery Company is not classified as a SDBE, minority or woman-owned business. There are no known local vendors who can supply this equipment.

# City of Fayetteville

433 Hay Street  
Fayetteville, NC 28301-5537  
(910) 433-1FAY (1329)

## City Council Action Memo

File Number: 18-142

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**Agenda Date:** 4/9/2018

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Consent

**Agenda Number:** 6.06

**TO:** Mayor and Members of City Council

**THRU:** Kristoff Bauer, Deputy City Manager

**FROM:** Michael Gibson, Parks, Recreation and Maintenance Director

**DATE:** April 9, 2018

**RE:**

**Land Lease for Construction of the Western Senior Center**

**COUNCIL DISTRICT(S):**

All

**Relationship To Strategic Plan:**

Gal 4: Desirable Place to Live, Work and Recreate

**Executive Summary:**

In March 2016 voters approved a \$35M Parks & Recreation Bond Referendum. Included in the list of approved bond projects was a Western and Eastern Senior Center. The Council has decide to place the Western Senior Center along Lake Rim on land currently owned by the North Carolina Wildlife Resources Commission (NCWRC). The NCWRC and the State of North Carolina have approved a long-term lease of 27 acres of property along Lake Rim for use in this project. The City will need to execute a lease to begin development.

**Background:**

The Parks & Recreation Bond Referendum included a Western Senior Center, for construction in FY18, and an Eastern Senior Center, for construction in FY21. City staff identified a parcel along the bank of Lake Rim for potential placement of this project. The desired parcel, owned by the North Carolina Wildlife Resources Commission (NCWRC), runs along Old Raeford Road and lies directly across from the property currently known as Lake Rim Park. Lake Rim Park was also developed as a long-term lease of land from the

NCWRC.

The request for land lease of 27 acres was presented to the NCWRC on February 16, 2017. The request was moved forward to the Governor and Council of State and approved at a meeting held in Raleigh, NC on April 4th, 2017. The term of land lease is for 30 years, beginning July 1, 2017 and ending May 31, 2047.

**Issues/Analysis:**

N/A

**Budget Impact:**

Long-Term Lease rate of \$1.00/30 years

**Options:**

City Council moves to authorize the City Manager to execute the Long-Term Lease of 27 Acres along Lake Rim.

City Council does not move to authorize the City Manager to execute the Long-Term Lease of 27 Acres along Lake Rim.

**Recommended Action:**

Authorize the City Manager to execute the lease agreement for 27 Acres along Lake Rim for development as the Western Senior Center.

**Attachments:**

Lake Rim Lease Agreement

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CUMBERLAND

THIS LEASE AGREEMENT (hereinafter the "Lease"), made and entered into as of the last date set forth in the notary acknowledgments below by and between the STATE OF NORTH CAROLINA, a body politic and corporate (hereinafter referred to as "Lessor"), and the CITY OF FAYETTEVILLE, a North Carolina municipal corporation (hereinafter referred to as "Lessee"). Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH:

THAT, WHEREAS, this disposition was approved by the North Carolina Wildlife Resources Commission ("NCWRC") at its meeting held in the City of Raleigh, North Carolina on the 16th day of February, 2017; and

WHEREAS, the execution of this Lease for and on behalf of the State of North Carolina has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 4<sup>th</sup> day of April, 2017; and

WHEREAS, the Parties have mutually agreed to the terms of this Lease as hereinafter set out.

NOW, THEREFORE, in consideration of the Premises, as described herein, and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, the Premises, with all rights, privileges and appurtenances thereunto belonging.

1. Premises. The "Premises" is defined as that certain parcel or tract of land lying and being in the City of Fayetteville, Seventy-First Township, Cumberland County, North Carolina, situated on the western shore of Lake Rim, containing 27.03 acres, more or less, and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference.
2. Term. The term of this Lease is for a period of thirty (30) years, commencing on the 1<sup>st</sup> day of June 2017, and ending on the 31<sup>st</sup> day of May 2047, unless earlier terminated as provided herein (the "Term").
3. Rent. Lessee shall pay to Lessor as rental for the Premises the sum of ONE DOLLAR (\$1.00) for the Term.
4. Condition of Premises. Lessor agrees to deliver the Premises to Lessee in its present condition. Except as otherwise expressly provided herein, Lessee acknowledges that the Premises is being delivered "as is", that Lessee has performed preliminary investigations and reviews and

has concluded on its own judgment that the Premises are suitable for the purposes intended, without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability) from Lessor or any agent of Lessor. Lessee's entry into possession shall constitute conclusive evidence that as of the date thereof the Premises were in good order and satisfactory condition.

5. Permitted Use of Premises. The Premises shall be used by Lessee for the development, construction, operation and maintenance of a recreational center, community garden, fitness trail(s), fishing and boating access area(s) and parking facilities (collectively, the "Improvements") for the benefit of the public and for no other purpose without the written permission of Lessor. If Lessee ceases to use the Premises for such purposes or makes other uses of the Premises without the express written consent of Lessor, Lessor may terminate this Lease and reenter and take possession of the Premises.

6. Construction of Improvements and Other Alterations. Before construction of the Improvements or any other alterations are commenced on the Premises, and before any building materials have been delivered to the Premises by Lessee or under Lessee's authority, Lessee shall submit plans ("Plans") for the intended work to Lessor for written approval by NCWRC and the State Construction Office, a division of the North Carolina Department of Administration, and to such other agency or agencies designated by Lessor. Lessee shall commence construction of the Improvements within five (5) years of the date of this Lease. Construction of the Improvements shall be deemed to have commenced when Lessee begins site grading or site preparation. Construction shall be prosecuted diligently in accordance with the plans approved by Lessor as provided herein and shall be completed without unreasonable delay. If Lessee fails to satisfy the time limits set forth above, Lessor may, in its absolute discretion, terminate this Lease after providing Lessee with written notice. The Improvements and any other alterations to the Premises shall be constructed at Lessee's sole cost and expense in good workmanlike manner and in compliance with all applicable laws and regulations of all relevant governmental bodies and pursuant to the conditions of the governmental approvals. The Improvements shall be constructed within the bounds of the Premises. Except as may be permitted as part of the Plans for the Improvements, Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel or kindred substances from the Premises nor in any manner substantially change the contour or condition of the Premises, except as may be authorized in writing by NCWRC.

7. Utilities. Lessee shall be responsible for all costs and expenses associated with the provision of utilities to the Premises.

8. Maintenance and Repair. During the Term, Lessee, at its sole cost and expense, shall keep and maintain in thorough repair and in good and safe condition the Premises and the Improvements situated thereon.

9. Maintenance of Public Fishing and Boat Access Area. As part of the consideration for this Lease, during the Term Lessee shall have certain routine maintenance obligations with respect to Lessor's public fishing and boat access area located off of Raeford Road, adjacent to the southeastern boundary of the Premises and being more particularly shown and described on a map attached hereto and incorporated herein as Exhibit B (the "Maintenance Area"). Lessee's

responsibilities within the Maintenance Area shall include, at its sole cost and expense, the collection of trash, removal of litter and mowing of grass, all at regular intervals and at other additional times as may be necessary to keep the Maintenance Area in a clean and orderly state of appearance. Lessor shall be responsible for the repair and maintenance of all infrastructure and improvements within the Maintenance Area, including, without limitation, fishing pier(s), boat ramp(s), boat dock(s), parking lot(s), fencing, dam(s) and spillway(s). Lessor hereby grants Lessee an easement over and upon the Maintenance Area during the Term for the purpose of performing its routine maintenance responsibilities. The responsibilities and obligations of Lessor and Lessee with respect to the Maintenance Area are more particularly set forth in a Memorandum of Agreement ("MOA") between NCWRC and Lessee attached hereto and incorporated herein as Exhibit C, as may be amended by NCWRC and Lessee from time to time; provided that if there is any conflict between the terms of this Lease and the MOA, this Lease shall prevail.

10. Prohibited Uses. Lessee shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance. Lessee shall not knowingly allow the Premises to be used for any unlawful purpose, for any purpose that promotes acts of moral turpitude, in any manner that would bring Lessor into disrepute or in a manner that is in violation of public policy.

11. Compliance. Lessee agrees to comply, at Lessee's sole cost and expense, with all governmental laws, rules, ordinances and regulations applicable to the Premises or Lessee's use and occupancy thereof.

12. Lessor's Right to Inspect. Lessor may enter upon and inspect the Premises for purposes of insuring Lessee's compliance with this Lease and for the additional purpose of fulfilling its obligations. Such entry by Lessor shall not constitute an eviction of Lessee or a deprivation of any right of Lessee and shall not alter the obligation of Lessee hereunder or create any right in Lessee adverse to Lessor.

13. Liens. Lessee shall not encumber the Premises with any mortgages or permit any mechanic's, materialman's, contractor's, subcontractor's or other similar lien arising from any work of improvement performed by or on behalf of Lessee, however it may arise, to stand against the Premises. In the event the Premises are encumbered by any such lien, Lessee may in good faith contest the claim underlying such lien, so long as Lessee immediately bonds or otherwise discharges the lien.

14. Insurance and Liability.

14.1 Lessee Insurance. Lessee shall obtain adequate insurance coverage in accordance with all applicable laws, if so required, for (i) general liability, (ii) workers' compensation, (iii) automobile liability and (iv) fire and extended coverage with regard to the Lessee's operations on or about Premises and the improvements located thereon. Lessee shall require any of its contractors or agents entering the Premises to obtain and keep in place with well rated insurers, authorized to do business in the State of North Carolina, adequate insurance coverage, as applicable, for (i) statutory workers' compensation including, employers' liability; (ii) comprehensive general liability including, personal injury, broad form property damage, independent contractor, XCU (explosion, collapse, underground) and products/completed operations; (iii) automobile liability; and (iv) fire and extended coverage insurance.

Notwithstanding the rights of any insurer, nothing herein shall affect the authority of the Attorney General of North Carolina, including but not limited to, the Attorney General's authority to represent Lessor in any and all litigation.

14.2 Insurance Requirements. All policies shall be issued by insurance companies acceptable to Lessor. All such policies maintained by Lessee shall be purchased only from insurers who are authorized to do business in the State of North Carolina, who comply with the requirements thereof, and who carry an A.M. Best Company rating of "A" or "A+." All insurance policies shall contain an endorsement, if obtainable, specifically naming Lessor as an additional insured, and shall be primary to any other insurance that may be available to Lessor. All insurance policies shall contain an endorsement stating that the insurer will not cancel or reduce coverage without first giving Lessor thirty (30) days prior written notice. Lessee will provide Lessor with current certificates of such insurance, including a copy of all additional insured endorsements, within thirty (30) days after execution of this Lease, and will provide true and complete copies of such insurance policies upon Lessor's request.

14.3 Lessee's Liability. As between Lessee and Lessor, Lessee, subject to the terms of this Lease, shall be primarily liable for the negligent or intentional acts or omissions of its agents or employees. As to third parties, Lessee, solely to the extent indemnified by an insurance policy such that any amounts paid by Lessee to Lessor comes from insurance proceeds and not from Lessee's funds, agrees to save Lessor harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney fees, by reason of damage to person or property on or about the Premises, which may arise or be claimed to have arisen as a result of the possession, occupation, use or operation of the Premises by Lessee, its agents or employees, except where such loss or damage arises from the willful or negligent misconduct of Lessor, its agents or employees.

15. Casualty. In the event the Premises or the Improvements, or a substantial part thereof, shall be damaged by fire or other casualty, Lessee may, at its option, terminate this Lease or cause the Premises and Improvements to be repaired or renovated. If Lessee determines to make the necessary repairs or renovations, any proceeds from fire or casualty insurance shall belong to Lessee. In such event, Lessee, at its sole cost and expense, shall cause the repairs and renovations to be made in a good and workmanlike manner, without unreasonably delay, and in compliance with all applicable governmental laws and regulations. If Lessee determines not to make the necessary repairs or renovations, then this Lease shall terminate and Lessee, at Lessor's option, shall cause the Premises to be restored to a condition reasonably approximating that existing at the commencement of this Lease; and any proceeds from fire or other casualty insurance necessary to restore the Premises shall be paid first to Lessor and the remainder, if any, shall be paid to Lessee for any personal property lost to the fire or other casualty. Lessee's determination concerning repair as stated in this Paragraph shall be given to Lessor in writing within ninety (90) days of the fire or casualty causing the damage.

16. Hazardous Materials.

16.1 Definitions. For purposes of this Lease: (i) "Hazardous Material" or "Hazardous Materials" means and includes, without limitation, (a) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, or in any applicable state or local law or

regulation, (b) hazardous substances, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), or in any applicable state or local law or regulation, (c) gasoline, or any other petroleum product or by-product, (d) toxic substances, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute, or regulation may be amended from time to time; (ii) "Release" shall have the meaning given such term, in Environmental Laws, including, without limitation, CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean "Super Fund" or "Super Lien" law or any other federal, state, or local statute, law, ordinance, or code, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: Super Fund Amendments and Reauthorization Act of 1986 ("SARA"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); The Clean Air Act ("CAA"); the Clean Water Act ("CWA"); the Toxic Substance Control Act ("TSCA"); the Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 ("OSHA"). All obligations and liabilities arising under this Paragraph which arise out of events or actions occurring prior to the expiration or termination of this Lease shall survive the assignment of this Lease and the expiration, termination, cancellation or release of record of this Lease.

16.2 Lessor Not Liable for Hazardous Materials. Lessor shall not be responsible for any damage, loss or expense resulting from the existence on the Premises of any Hazardous Material generated, stored, disposed of or transported to or over the Premises. Lessor makes no representations regarding any environmental hazard on the Premises. The Premises are leased on an 'as-is'/where-is basis.

16.3 Lessee's Obligations. Lessee shall give Lessor immediate written notice of any problem, Release, threatened Release or discovery of any Hazardous Materials on or about the Premises or claim thereof. If such problem, Release, threatened Release or discovery was caused by Lessee, its employees, agents, contractors, invitees or licensees, this notice shall include a description of measures taken or proposed to be taken by Lessee to contain and/or remediate the Release of Hazardous Materials and any resultant damage to or impact on property, persons and/or the environment (which term includes, without limitation, soil, surface water or groundwater) on, under or about the Premises. Upon Lessor's approval and at Lessee's own expense, Lessee shall promptly take all steps necessary to clean up or remediate any Release of Hazardous Materials, comply with all Environmental Laws and otherwise report and/or coordinate with Lessor and all appropriate governmental agencies.

16.4 Liability. Lessee agrees to save Lessor harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expense (including, without limitation, attorneys' and experts' fees) and claims of any and every kind of whatsoever paid, incurred, suffered by, or asserted against Lessor with respect to, or as a direct or indirect result of the violation of any

Environmental Laws applicable to the Premises, to the extent that such violation is caused by the activities of Lessee.

17. Events of Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee (an "Event of Default"):

17.1 Vacation / Abandonment. Lessee ceases to occupy, abandons or vacates the Leased Premises for the purposes of this Lease before the expiration of the Term.

17.2 Transfer. The assignment, subletting or other transfer or any attempted assignment, subletting or other transfer, of this Lease in violation of Paragraph 22 herein.

17.3 Hazardous Materials Violation. Any violation of Paragraph 16 by Lessee or any subtenant of Lessee; provided, however, that such violation shall not constitute an Event of Default if within ten (10) days of notice of such violation, Lessee shall both deliver to Lessor such cash security as Lessor may require, in its sole and absolute discretion, in order to fully protect Lessor and the Leased Premises from and against all claims, losses and costs actually or potentially caused, as determined by Lessor, and commence to cure such violation and if thereafter Lessee thereafter pursues such cure to completion in a manner satisfactory to Lessor.

17.4 Failure to Perform. If Lessee fails to perform any of Lessee's obligations under this Lease, including its maintenance obligations under Paragraph 9, for a period of thirty (30) days after written notice from Lessor (or immediately if the failure involves a hazardous condition); provided that if more time is required to complete such performance, Lessee shall not be in default if Lessee commences such performance within the thirty (30)-day period and thereafter diligently pursues its completion. However, Lessor shall not be required to give such notice if Lessee's failure to perform constitutes a non-curable breach of this Lease.

17.5 Other Defaults. If Lessee shall fail to comply with any provision contained herein or any of the rules commenced by or against it in any legal proceeding to declare it bankrupt, insolvent or unable to pay its debts, or shall make a general assignment for the benefit of its creditors.

18. Remedies. On the occurrence of any Event of Default in Paragraph 17 by Lessee, Lessor may, at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have:

18.1 Termination. Terminate Lessee's right to possession of the Premises at any time by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default; or

18.2 Enforce Lease. Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee has abandoned the Premises. Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease.

19. Ownership of Improvements; Surrender of Premises. During the Term, ownership of the Improvements shall be in Lessee. At the expiration of the Term or the earlier termination of this Lease, Lessee shall promptly quit and surrender the Premises and ownership of the Improvements shall, at the option of Lessor, pass to Lessor as part of the leasehold estate, Lessee retaining ownership of any of its personal property located on the Premises. In the event Lessor declines to take ownership of the Improvements, then Lessee shall remove the Improvements at its sole cost and expense within thirty (30) days of the termination of this Lease and restore the Premises to a condition reasonably approximating that existing prior to the letting of this Lease. Any Improvements or personal property not removed by Lessee and remaining on the Premises thirty (30) days after the termination of this Lease shall, at Lessor's option, become the property of Lessor or Lessor may have the property removed or stored, at Lessee's expense.

20. Lessor Covenants. Upon keeping and performing the covenants and agreements herein contained, Lessee shall at all times during the existence of this Lease peaceably and quietly have, hold and enjoy the Premises.

21. Holdover. In the event Lessee remains in possession of the Premises after the expiration of the Term and without the execution of a new lease, Lessee shall occupy the Premises as a tenancy at sufferance subject to all of the conditions of this Lease insofar as consistent with such a tenancy. However, either Party shall give not less than sixty (60) days written notice to terminate the tenancy.

22. Assignment and Subletting. Lessee shall not assign this Lease nor sublet all or part of the Premises without the prior written consent of Lessor.

23. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns.

24. Prohibition on Gifts. North Carolina General Statute §133-32 prohibits the offer to, or acceptance by, any employee of Lessor of any gift from anyone with a contract with Lessor, or from any person seeking to do business with Lessor. By execution of this Lease, Lessee attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

25. Nondiscrimination. It is agreed by both Parties that there shall be no unlawful discrimination in execution, performance or enforcement of this Lease on the basis of race, religion, sex, national origin, age, disability or veteran status.

26. Applicable Law. This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.

27. Entire Agreement. This instrument contains the entire agreement between the Parties, and no statement, premise, inducement, representation or prior agreement which is not contained in this written Lease shall be valid or binding.

28. Amendment. No amendment, modification, alteration or revision of this Lease shall be valid and binding unless made in writing and signed by Lessee and Lessor.

29. Construction of Language. The terms "lease," "lease agreement" or "agreement" shall be inclusive of each other, and also shall include renewals, extensions, or modifications of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words of the singular shall be held to include the plural and the plural to include the singular when the sense requires. The section or paragraph headings and the titles are not a part of this Lease and shall have no effect upon the construction and interpretation of any part hereof.

30. Terms. Capitalized terms used in this Lease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

31. Effect of Waiver or Forbearance. No covenant or condition of this Lease can be waived except by written consent of the Parties. A waiver of any covenant or condition on one occasion shall not be deemed a waiver of said covenant or condition on any subsequent occasion unless such fact is specifically stated in the waiver. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Lessee, and until Lessee has completely performed all covenants and conditions of this Lease, Lessor shall be entitled to invoke any remedy available to Lessor under this Lease or any law or equity despite such forbearance or indulgence.

32. Survival. All obligations accruing prior to expiration of the term of this Lease shall survive the expiration or other termination of this Lease.

33. Lessor's Remedies Cumulative. The rights and remedies of Lessor specified in this Lease shall be cumulative and in addition to any other rights and/or remedies otherwise available, whether or not specified in this Lease.

34. Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

35. Construction. No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

36. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

37. Memorandum of Lease for Recording. At the request of either Party, Lessor and Lessee shall execute a memorandum of this Lease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Lease shall set forth the Parties, provide a

description of the Premises, specify the Term and incorporate this Lease by reference.

38. Notices. All notices herein provided to be given, or to which may be given, by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

Lessor: Wildlife Resources Commission  
Attn: Property Officer  
1751 Varsity Dr.  
Raleigh, North Carolina 27606

With Copy to: NC Department of Environmental Quality  
Attn: Property Management  
217 West Jones Street  
Raleigh, North Carolina 27603

With copy to: State Property Office  
Attn: Leasing and Space Planning Manager  
1321 Mail Service Center  
Raleigh, North Carolina 27699-1321

To Lessee: City of Fayetteville  
Attn: Director of Fayetteville Cumberland Parks and Recreation  
121 Lamon Street  
Fayetteville, North Carolina 28301

The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

**[signatures begin on following pages]**

IN WITNESS WHEREOF, this Lease has been executed by the Parties, in duplicate originals, as of the dates set forth in the notary acknowledgments below.

**LESSEE:**

CITY OF FAYETTEVILLE

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

Print Name: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_(Seal)  
Clerk

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is Clerk of the CITY OF FAYETTEVILLE and that by authority duly given and as an act of the CITY OF FAYETTEVILLE, the foregoing instrument was signed by \_\_\_\_\_, its \_\_\_\_\_ (title), attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

**LESSOR:**

STATE OF NORTH CAROLINA

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

ATTEST:

\_\_\_\_\_  
Secretary of State

APPROVED AS TO FORM:  
JOSH STEIN, Attorney General

By: \_\_\_\_\_  
Special Deputy Attorney General

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, \_\_\_\_\_, a Notary Public in and for the County of \_\_\_\_\_ and State of North Carolina, do hereby certify that ELAINE F. MARSHALL, Secretary of State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by ROY COOPER, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

EXHIBIT A  
Premises Description

Lying and being in the City of Fayetteville, Seventy-First Township, Cumberland County, North Carolina and being more particularly described as follows:

All that certain tract or parcel of land lying about 9 ½ miles west of the center of Fayetteville, NC, adjacent to and on the north side of Raeford Road, SR 3569 and adjoining The State of North Carolina, (NC State Fish Hatchery), Deed Book 354, Page 638, Lake Rim on the east, Beauty Spot Baptist church, Deed Book 5441, Page 521 and Map Book 110, page 156) on the west, Newell and Geraldine Chavis, Deed Book 8306, Page 259 and Deed Book 2909, Page 125, Martin Anderson Deed Book 9439, Page 857, Roldan and Rhoda Rosas, Deed Book 6998, Page 285 and Map Book 76, Page 65 and Derrick Byrd, Deed Book 9956, Page 716, on the west and The State of North Carolina, Deed Book 354, Page 638 on the north and being more particularly described as follows:

BEGINNING at a iron stake set in the north right of way line (100 ft. right of way) of Raeford Road, SR 3569, the southeast corner of Beauty Spot Baptist Church, Deed Book 5441, Page 521 and Map Book 110, Page 156, North 78 degrees 29 minutes 05 seconds West 360.79 feet from NGS Monument "Bones", having NC Grid, SPC NC Coordinates of N=465859.0600 and E=1986459.5500 (Horizontal Sale Factor=0.99988004), this monument located South 84 degrees 37 minutes 19 seconds East 2210.72 feet from NGS Monument "ACACIA" having NC Grid SPC NC Coordinates of N=466066.2300 and E=1984258.9100 and runs from said beginning iron stake with the east line of said Beauty Spot Baptist Church, North 00 degrees 10 minutes 10 seconds East 597.59 feet to a iron stake found; thence continuing with said east line North 00 degrees 09 minutes 27 seconds East 290.06 feet to a iron stake, the northeast corner of said Beauty Spot Baptist Church; thence with the north line of said Beauty Spot Baptist Church tract, North 89 degrees 39 minutes 21 seconds West 174.86 feet to the northwest corner of said church tract and in the east line of the Newell and Geraldine Chavis, Deed Book 8306, Page 259; thence with the east line of said Chavis tract, North 00 degrees 04 minutes 37 seconds West 43.25 feet to a iron pipe found, another corner with Newell and Geraldine Chavis, Deed Book 2909, Page 125; thence with said Chavis tract, North 00 degrees 13 minutes 04 seconds West 151.20 feet to a iron pipe found, Chavis's northeast corner in its intersection with the southeast end of Debbie Drive; thence crossing the east end of Debbie Drive and with the east line of Martin Anderson tract, Deed Book 9439, Page 857, North 01 degrees 02 minutes 42 seconds West 159.54 feet to an iron pipe found, a corner with said Anderson and Roldan and Rhoda Rosas, Deed Book 6998, Page 285 and Map Book 76, Page 65; thence with said Rosas east line, North 01 degrees 04 minutes 29 seconds East 149.93 feet to a iron pipe found, said Rosas northeast corner and Derrick Byrd's southeast corner Deed Book 9956, Page 716; thence a new line North 51 degrees 54 minutes 20 seconds East 446.08 feet to a iron stake found in Lake Rim; thence along and within the waters of Lake Rim, the following (11) calls, South 21 degrees 25 minutes 03 seconds West 56.99 feet to a iron stake set, South 43 degrees 26 minutes 32 seconds East 170.14 feet to a iron stake set, South 29 degrees 58 minutes 59 seconds East 125.45 feet to a iron stake set, South 27 degrees 00 minutes 19 seconds West 40.56 feet to a iron stake set, South 35 degrees 30 minutes 23 seconds East 222.45 feet to a iron stake set, South 15 degrees 22 minutes 55 seconds West 62.80 feet to a iron stake set, South 55 degrees 14 minutes 40 seconds East 270.10 feet to a iron stake set, South 25 degrees 53 minutes 49 seconds East 294.87 feet to a iron stake set, South 18 degrees 48 minutes 18 seconds East

133.62 feet, South 83 degrees 43 minutes 25 seconds East 126.39 feet to a iron stake set and South 54 degrees 22 minutes 45 seconds East 236.23 feet to a iron stake set in the waters of Lake Rim; thence leaving said waters, South 09 degrees 55 minutes 20 seconds West 185.81 feet to a iron stake set in the north right of way line of SR 3569, Raeford Road (100 ft. right of way); thence with the north right of way line of SR 3569, Raeford Road, South 70 degree 46 minutes 40 seconds West 404.09 feet to a iron stake set in said north right of way line, the PC of a curve to the right; thence with the curved north right of way line of SR 3569, Raeford Road, the chord being South 82 degrees 50 minutes 28 seconds West 734.62 feet to the beginning containing 27.03 acres more or less.

And being a portion of the 234.17 acre NC State Fish Hatchery Lands, see Deed Book 354, Page 638, Cumberland County Registry.

Bearings referenced NC Grid, SPC NC, NAD 83.



# Exhibit B

2017 Aerial

Lake Rim

Point #1  
Fishing Pier  
Lat: 35.03313 N  
Long: 79.04007 W

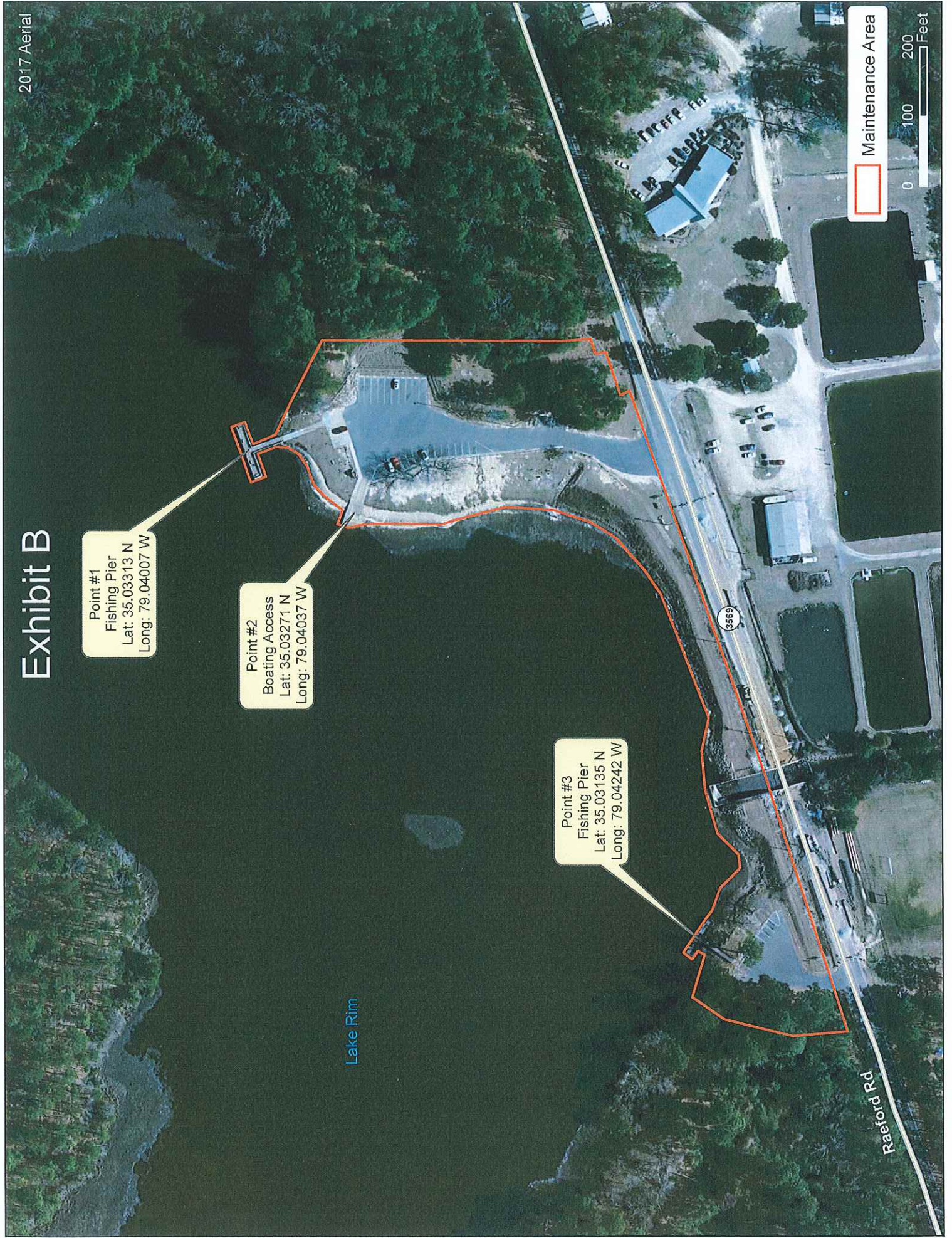
Point #2  
Boating Access  
Lat: 35.03271 N  
Long: 79.04037 W

Point #3  
Fishing Pier  
Lat: 35.03135 N  
Long: 79.04242 W

Maintenance Area

0 100 200 Feet

Raeferd Rd



# Exhibit C

## MEMORANDUM OF AGREEMENT

### BETWEEN

NORTH CAROLINA WILDLIFE RESOURCES COMMISSION

### AND

CITY OF FAYETTEVILLE

THIS MEMORANDUM OF AGREEMENT, made and entered into this 27 day of December, 2017 by and between the North Carolina Wildlife Resources Commission, hereinafter called the "Commission", and City of Fayetteville, hereinafter called the "City";

### WITNESSETH:

Whereas, the Commission is authorized to create and improve public fishing access in inland waters for the benefit of the anglers of North Carolina; and

Whereas, this Agreement addresses the responsibilities of the City and the Commission regarding the fishing, boating, and other recreational facilities as shown and identified in the red boundary on Exhibit B lying on the west and east sides of Lake Rim adjacent to the Leased Premises; and

Whereas, the Council of State approved at its March 9, 2017 meeting held in the City of Raleigh, a ground lease on a ±27.03 acre portion of state-owned land, allocated to the NC Wildlife Resources Commission, located on the north side of Raeford Road adjacent to Lake Rim, Fayetteville, Cumberland County as shown on Exhibit A hereto attached;

Now, therefore, in consideration of the mutual advantages likely to result from this Agreement and the respective obligations assumed herein,

#### A. The COMMISSION agrees, at its sole expense:

1. To adhere to the terms and conditions of the Lease Agreement executed between the State of NC and the City of Fayetteville on \_\_\_\_\_ for ±27.03 acres as shown on survey, Exhibit A.
2. To be responsible for all infrastructure repairs and maintenance needed at the public fishing and/or observation areas and boating access area, identified in in the red boundary of Exhibit B. This includes but is not limited to infrastructure repairs to the fishing and/or observation piers, boat ramp, boat dock, parking lots, fencing, and dam.

**B. The CITY agrees, at its sole expense:**

1. To maintain the grounds of the public fishing and/or observation areas and boating access area, identified in the red boundary of Exhibit B, in a clean condition by keeping the grass mowed at regular intervals year-round and litter and trash removed regularly. This includes but is not limited to the fishing and/or observation piers, boat ramp, boat dock, parking lots, and grassy areas.

**C. It is mutually agreed:**

1. That nothing in this Agreement shall obligate either party to any conditions not specifically stated herein;
2. The commencement and expiration dates of this Memorandum of Agreement shall be coterminous with the those of the Lease Agreement referenced above.
3. That the **City** shall hold and save the **Commission**, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the **City** in the performance of this Agreement and that are attributable to the negligence or intentionally tortious acts of the **City**. The **City** represents and warrants that it shall make no claim of any kind or nature against the **Commission's** agents who are involved in work activities associated with public fishing area or boating access area;
4. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God;
5. That notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the **Commission** under applicable law.

IN WITNESS whereof, the parties hereto have executed this Memorandum of Agreement the day and year of the last signatory.

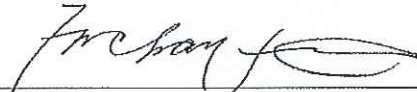
Approved and agreed to:

N.C. Wildlife Resources Commission

  
Brian McRae, Chief  
Land and Water Access Section

1/22/2018  
Date

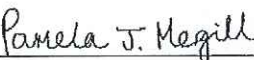
Michael Gibson  
City of Fayetteville Parks, Recreation and Maintenance Director

  
Print Name  
Title: City Manager

1/9/2018  
Date

\_\_\_\_\_  
Date

ATTEST

  
Pamela J. McGill

1/9/2018  
Date



No Preaudit Needed on This Document

# City of Fayetteville

433 Hay Street  
Fayetteville, NC 28301-5537  
(910) 433-1FAY (1329)

## City Council Action Memo

File Number: 18-154

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**Agenda Date:** 4/9/2018

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Consent

**Agenda Number:** 6.07

**TO:** Mayor and Members of City Council

**THRU:** Douglas Hewett, ICMA-CM, City Manager

**FROM:** Pamela Megill, City Clerk

**DATE:** April 9, 2018

**RE:**

**Consideration of a Resolution Opposing a Change from the Election of Judges to the Selection of Judges**

**COUNCIL DISTRICT(S):**

ALL

### Relationship To Strategic Plan:

### Executive Summary:

This item was introduced by Mayor Colvin at the April 3, 2018, City Council work session for Council consideration. Unanimous consensus of the City Council Members present at the meeting was to direct staff to move this item forward to the April 9, 2018, regular City Council meeting agenda for further consideration and possible formal action.

The Resolution is attached for your review and consideration.

### Background:

The North Carolina State Constitution ("Constitution") established three branches of government: Executive, Legislative and Judicial. The Constitution also established the roles and responsibilities of each of the branches of government and how individuals seeking to serve in those branches would be elected. The General Assembly is currently debating the merits of amending the Constitution to allow the appointment of judges instead of the historical method of electing judges by a vote of the people.

**Issues/Analysis:**

**Budget Impact:**

**Options:**

**Recommended Action:**

**Attachments:**

Resolution of the City Council, City of Fayetteville, North Carolina, opposing a change from the election of Judges to the selection of Judges.

Resolution No. R2018-\_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL, CITY OF FAYETTEVILLE, NORTH CAROLINA, OPPOSING A CHANGE FROM THE ELECTION OF JUDGES TO THE SELECTION OF JUDGES**

WHEREAS, the North Carolina State Constitution (“Constitution”) established three branches of government: Executive, Legislative and Judicial; and

WHEREAS, the Constitution also established the roles and responsibilities of each of the branches of government and how individuals seeking to serve in those branches would be elected; and

WHEREAS, the General Assembly is currently debating the merits of amending the Constitution to allow the appointment of judges instead of the historical method of electing judges by a vote of the people; and

WHEREAS, the City of Fayetteville Council Members believes that judges should continue to be elected by the voters and not selected by some other process that may be established by the Legislative Branch; and

WHEREAS, the City of Fayetteville Council Members supports maintain our current Judicial District System. We believe the current system has worked well and that all Fayetteville residents should be able to vote for all their District Court Judges;

NOW, THEREFORE, BE IT RESOLVED, that the City of Fayetteville do hereby opposes any amendment to the North Carolina Constitution that would change the right of the people of North Carolina to elect their judges, which ensures an independent judiciary, as now provided in this State’s Constitution; and

BE IT FUTHER RESOLVED, that the Council directs that this resolution be sent to its local legislative delegation and to the boards of county commissioners of all 100 North Carolina Counties.

Adopted this Day

By: \_\_\_\_\_  
MITCH COLVIN, MAYOR

ATTEST:

\_\_\_\_\_  
PAMELA J. MEGILL, CITY CLERK

# City of Fayetteville

433 Hay Street  
Fayetteville, NC 28301-5537  
(910) 433-1FAY (1329)

## City Council Action Memo

File Number: 18-148

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**Agenda Date:** 4/9/2018

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Public Hearing

**Agenda Number:** 8.01

**TO:** Mayor and Members of City Council

**THRU:** Doug Hewett, ICMA - CM, City Manager

**FROM:** Cheryl Spivey, CPA, Chief Financial Officer

**DATE:** April 9, 2018

**RE:**

**Public Hearing on a Bond Order Authorizing the Issuance of Limited Obligation Bonds to Finance a Baseball Stadium and a Parking Deck, and a Resolution Making Certain Findings and Requesting the Local Government Commission to approve the Financing**

**COUNCIL DISTRICT(S):**

All

### **Relationship To Strategic Plan:**

Goal V: Sustainable Organizational Capacity - Objective A: To ensure strong financial management with fiduciary accountability and plan for the future resource sustainability by aligning resources with City priorities.

### **Executive Summary:**

City Council will conduct the public hearing on a bond order for an amount not to exceed \$52,000,000 in limited obligation bonds. The purpose of the debt will be to finance a downtown baseball stadium and a parking deck.

### **Background:**

On March 26, 2018, City Council called for a public hearing to be held at tonight's City Council meeting. This public hearing has been set to receive comments on a financing agreement in the form of limited obligation bonds to be entered into by the City pursuant to Section 160A-20 of the General Statutes of North Carolina in a principal amount not to exceed \$52,000,000. The purpose of the financing is to provide funds to pay the costs of acquiring, constructing and equipping a baseball stadium and a parking

deck. If the City enters into the proposed agreement, it will secure its obligations by executing and delivering a deed of trust granting a lien on the site of the baseball stadium, together with all improvements or fixtures located or to be located thereon.

Section 160A-20(g) of the General Statutes of North Carolina requires the City hold a public hearing prior to entering into the agreement. A notice advertising the public hearing was published in the Fayetteville Observer on March 30, 2018.

### **Hold the Public Hearing**

**Findings and Determinations:** After the public hearing, City Council will be requested to make the following findings and determinations

- (a) The City has determined to finance the costs of acquiring, constructing and equipping a baseball stadium and a parking deck.
- (b) After a public hearing and due consideration, the City has determined to enter into a Master Trust Agreement and a First Supplemental Trust Agreement between the City and U.S. Bank National Association, as trustee, pursuant to which the City will issue limited obligation bonds in an aggregate principal amount not to exceed \$52,000,000 to provide funds, together with any other available funds, to (i) pay the costs of the project and (ii) pay the fees and expenses incurred in connection with the sale and issuance of the bonds.
- (c) In order to secure its obligations under the Trust Agreement, the City will execute and deliver a Deed of Trust for the benefit of the trustee, granting a lien on the site of the baseball stadium, together with any improvements or fixtures located or to be located thereon
- (d) It is in the best interest of the City to enter into the Trust Agreement in that such plan of finance will result in the financing of the project in an efficient and cost effective manner and achieve debt service savings for the City.
- (e) Entering into the Trust Agreement is preferable to issuing general obligation bonds and revenue bonds in that
  - i. the City does not have sufficient constitutional authority to issue non-voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution because the City has not retired a sufficient amount of general obligation debt in the preceding fiscal year to issue a sufficient amount of general obligation bonds for the financing of the project;
  - ii. the nature of the financing does not allow for the issuance of revenue bonds to finance the project;;

- iii. the cost of financing the project exceeds the amount to be prudently provided from currently available appropriations and unappropriated fund balances; and
  - iv. the circumstances existing require that funds be available to finance the project as soon as practicable and the time required for holding an election for the issuance of voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution and the Local Government Bond Act will delay the commencement of the project by several months;
  - v. there can be no assurances that the issuance of general obligation bonds to finance the project would be approved by the voters and the current interest rate environment dictates the financing of the project be accomplished in a timely and expedient manner.
- (f) Based upon information provided to the City Council, the utilization of an installment financing agreement for financing the project and securing the same with a lien on the site of the project is prudent and in the best interests of the City.
- (g) The costs of the financing is reasonable compared to the costs associated with other alternative means of financing and is acceptable to the City Council.
- (h) Co-bond counsel to the City will render an opinion to the effect that the proposed undertaking authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina.
- (i) The debt management policies of the City have been carried out in strict compliance with law, and the City is not in default under any obligation for repayment of borrowed money.
- (j) No tax rate increase is expected to be necessary to pay principal of and interest on the bonds.

**Local Government Commission Application:** City Council will also be requested to authorize, ratify and approve the filing of an application with the Local Government Commission for approval of the bonds and the Trust Agreement, and to request the Local Government Commission to approve the bonds, the Trust Agreement and the proposed financing.

**Next Steps:**

- April 23, 2018 - Adoption of final approval resolution
- April 26, 2018 -S&P rating agency presentation at City Hall
- May 1, 2018 - Receive LGC approval
- May 3, 2018 - Receive S&P bond rating
- May 23, 2018 - Price bonds

- June 6, 2018 - Close transaction and funds wired to trustee
- After June 6, 2018 - City will request reimbursement from trustee of City reserves used to temporarily upfront initial project costs, and will request remaining project costs as incurred during the construction period.

**Issues/Analysis:**

A portion of the baseball stadium and parking costs have been paid from City reserves. Bond proceeds will be used to reimburse these funds.

**Budget Impact:**

City Council has already approved a capital project ordinances, and amendments to the ordinances, for the baseball stadium and parking deck. The proposed financing is the primary source of revenue for both projects.

**Options:**

- 1) Make the required findings and determinations, and authorize and approve the filing of an application with the Local Government Commission for approval of the bonds and the trust agreement and request the Local Government Commission to approve the bonds and the trust agreement and the proposed financing.
- 2) Do not make the required findings and determinations, or authorize the filing of an application with the Local Government Commission for approval, and provide alternative direction to staff.

**Recommended Action:**

Approve Option 1 above.

**Attachments:**

City Council Proceedings - Public Hearing & Preliminary Findings Resolution  
Limited Obligation Bonds Financing Calendar  
Estimated Debt Service Number (based on 3/2/2018 market conditions)

The City Council of the City of Fayetteville, North Carolina met in a regular meeting in the Council Chambers of the City Hall located at 433 Hay Street in Fayetteville, North Carolina, the regular place of meeting, at 7:00 p.m. on April 9, 2018.

Present: Mayor Mitch Colvin, presiding, and Council Members

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Absent: Council Members

---

Also Present: \_\_\_\_\_

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\* \* \* \* \*

The Mayor announced that this was the hour and day of the public hearing on a trust agreement or similar financing agreement (the “Agreement”) to be entered into by the City of Fayetteville, North Carolina (the “City”) pursuant to Section 160A-20 of the General Statutes of North Carolina providing for the issuance of limited obligation bonds in an aggregate principal amount not to exceed \$52,000,000 for the purpose of providing funds, together with any other available funds, to pay the costs of acquiring, constructing and equipping a baseball stadium and a parking deck, together with certain related facilities (collectively, the “Project”). If the City enters into the proposed Agreement, it will secure its obligations thereunder by executing and delivering a deed of trust granting a lien on the site of the baseball stadium comprising a portion of the Project, together with all improvements or fixtures located or to be located thereon.

Section 160A-20(g) of the General Statutes of North Carolina requires that the City hold a public hearing prior to entering into the Agreement.

The Mayor acknowledged due publication of the notice of public hearing in a newspaper with a general circulation in said City and directed the City Clerk to attach the affidavit showing publication in said newspaper on a date at least ten (10) days prior to the date hereof as Exhibit A.

The Mayor then announced that the City Council would immediately hear anyone who might wish to be heard on the proposed Agreement as described above.

A list of all persons making comments and a summary of such comments are attached as Exhibit B.

The public hearing was closed.

All statements and comments by participants of the public hearing were duly considered by the City Council.

Thereupon, Council Member \_\_\_\_\_ introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Council Member:

**RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE PROPOSED FINANCING BY THE CITY OF FAYETTEVILLE, NORTH CAROLINA OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A BASEBALL STADIUM AND PARKING DECK AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT**

BE IT RESOLVED by the City Council (the “City Council”) of the City of Fayetteville, North Carolina (the “City”) as follows:

Section 1. The City Council does hereby find and determine as follows:

(a) The City has determined to finance the costs of acquiring, constructing and equipping a baseball stadium and a parking deck, together with certain related facilities (collectively, the “Project”).

(b) After a public hearing and due consideration, the City has determined to enter into a Master Trust Agreement and a First Supplemental Trust Agreement (collectively, the “Trust Agreement”), between the City and U.S. Bank National Association, as trustee (the “Trustee”), pursuant to which the City will issue its limited obligation bonds thereunder in an aggregate principal amount not to exceed \$52,000,000 (the “Bonds”) to provide funds, together with any other available funds, to (i) pay the costs of the Project and (ii) pay the fees and expenses incurred in connection with the sale and issuance of the Bonds.

(c) In order to secure its obligations under the Trust Agreement, the City will execute and deliver a Deed of Trust (the “Deed of Trust”) for the benefit of the Trustee, granting a lien on the site of the baseball stadium comprising a portion of the Project, together with any improvements or fixtures located or to be located thereon.

(d) It is in the best interest of the City to enter into the Trust Agreement in that such plan of finance will result in the financing of the Project in an efficient and cost effective manner for the City.

(e) Entering into the Trust Agreement is preferable to a general obligation bond and revenue bond issue in that (i) the City does not have sufficient constitutional authority to issue non-voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution because the City has not retired a sufficient amount of general obligation debt in the preceding fiscal year to issue a sufficient amount of general obligation bonds for the financing of the Project; (ii) the nature of the financing does not allow for the issuance of revenue bonds to

finance the Project; (iii) the cost of financing the Project exceeds the amount to be prudently provided from currently available appropriations and unappropriated fund balances; (iv) the circumstances existing require that funds be available to finance the Project as soon as practicable and the time required for holding an election for the issuance of voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution and the Local Government Bond Act will delay the commencement of the Project by several months; and (v) there can be no assurances that the issuance of general obligation bonds to finance the Project would be approved by the voters and the current interest rate environment dictates the financing of the Project be accomplished in a timely and expedient manner.

(f) Based upon information provided to the City Council, the costs of the financing described above is reasonably comparable to the costs associated with other alternative means of financing and is acceptable to the City Council.

(g) Co-bond counsel to the City will render an opinion to the effect that the proposed undertaking as described above is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina.

(h) The debt management policies of the City have been carried out in strict compliance with law, and the City is not in default under any obligation for repayment of borrowed money.

(i) No valorem tax rate increase is currently expected to be necessary to pay principal of and interest on the Bonds.

Section 2. The City Council hereby authorizes and approves the filing of an application with the Local Government Commission for approval of the Bonds and the Trust Agreement and requests the Local Government Commission to approve the Bonds and the Trust Agreement and the proposed financing in connection therewith.

Section 3. This resolution shall take effect immediately upon its adoption.

Upon motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the foregoing resolution was adopted by the following vote:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

\* \* \* \* \*

I, Pamela Megill, City Clerk of the City of Fayetteville, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the City Council of said City at a regular meeting held on April 9, 2018, as it relates in any way to the holding of a public hearing and the adoption of the foregoing resolution relating to a proposed financing of a baseball stadium and a parking deck, together with certain related facilities, and that said proceedings are to be recorded in the minutes of said City.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said City this 9<sup>th</sup> day of April, 2018.

\_\_\_\_\_  
City Clerk

[SEAL]

## **EXHIBIT A**

[Attach publisher's affidavit evidencing publication of the Notice of Public Hearing]

## **EXHIBIT B**

[A list of any persons making comments and a summary of such comments to be attached. If no comments are made, please insert “None”.]



**City of Fayetteville, North Carolina**  
**Taxable Limited Obligation Bonds, Series 2018**  
**Baseball Stadium Financing Calendar**

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Date	Event	Responsible Party
February 27, 2017	Organizational Conference Call @ 12:00p CT/1:00p ET (800.608.3572; 1956447#)	All
March 10, 2017	Distribute 1st Draft of Financing Documents	City/BC
March 15, 2017	Distribute Preliminary Offering Documents	City/UC
March 21, 2017	Document Review Session @ 9:00a CT/10:00a ET (800.608.3572; 1956447#)	All
April 4, 2017	Distribute 2nd Draft of Financing Documents	City/BC/UC
April 11, 2017	Document Review Session @ 9:00a CT/10:00a ET (800.608.3572; 1956447#)	All
December 18, 2017	Re-Organizational Conference Call @ 1:30pm ET (800.608.3572; 1956447#)	All
January 18, 2018	Distribute Updated Draft of Financing Documents	City/BC/UC
January 25, 2018	Document Review Session @ 10:00am ET (800.608.3572; 1956447#)	All
January 25, 2018	Re-Distribute Updated Draft of Financing Documents	City/BC/UC
NLT March 15, 2018	Letter to Joint Legislative Committee to Notify of City's Intent to Issue Debt	City
March 19, 2018	City Council Approves Final GMP	City
March 26, 2018	City Council calls for Public Hearing to be held April 9, 2018 (3/16/18 Agenda Deadline)	City
NLT March 30, 2018	Publish Notice of Public Hearing	City
NLT April 4, 2018	LGC Application is Due	City/FA
<b>April 23, 2018</b>	<b>Council Adopts Final Approval Resolution (Agenda Deadline 4-13-18)</b>	<b>City</b>
April 26, 2018	S&P Rating Agency Presentation from 8:30 am - 1:30 pm(Fayetteville City Hall)	City/FA/UW
May 1, 2018	Receive LGC Approval	LGC
NLT May 3, 2018	Receive S&P Bond Rating	City
May 4, 2018	Call to Finalize Documents & POS (if needed)	All
May 8, 2018	Underwriter's Due Diligence Call @ 10:00 am (910.433.1289; 266225#)	City/UC/UW/FA
May 14, 2018	Distribute Preliminary Official Statement	UW/UC
May 22, 2018	Pre-Pricing Call	All
<b>May 23, 2018</b>	<b>Price Bonds</b>	<b>All</b>
May 24, 2018	Sign Bond Purchase Agreement	UW/UC
May 30, 2018	Print Final Official Statement	UW/UC
June 5, 2018	Bond Preclosing	All
<b>June 6, 2018</b>	<b>Close Transaction, Funds are Wired to Trustee</b>	<b>All</b>

*Legend*

Abbr.	Entity
City	City of Fayetteville
FA	Financial Advisor - Stephens Inc.
LGC	Local Government Commission
BC	Co-Bond Counsel - Womble Bond Dickinson (US) LLP and The Charleston Group
UW	Underwriters - RW Baird and PNC Capital Markets
UC	Co-Underwriter's Counsel - Parker Poe and Rand & Gregory

Fed Meeting
NYSE Holiday
City Council Meeting

last updated 3/28/2018

**Stephens**

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**City of Fayetteville, North Carolina  
Taxable Limited Obligation Bonds, Series 2018  
(Stadium and Parking Deck Project)  
First Optional Redemption: June 1, 2026 at Par  
Preliminary Rates as of March 2, 2018**

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**SOURCES AND USES OF FUNDS**

**City of Fayetteville, North Carolina  
Taxable Limited Obligation Bonds, Series 2018  
(Stadium and Parking Deck Project)  
First Optional Redemption: June 1, 2026 at Par  
Preliminary Rates as of March 2, 2018**

Dated Date                      06/06/2018  
Delivery Date                 06/06/2018

<b>Sources:</b>	<b>Stadium Project</b>	<b>Parking Garage</b>	<b>Total</b>
Bond Proceeds:			
Par Amount	35,135,000.00	14,840,000.00	49,975,000.00
Other Sources of Funds:			
City Equity Contribution	2,200,000.00		2,200,000.00
	37,335,000.00	14,840,000.00	52,175,000.00

<b>Uses:</b>	<b>Stadium Project</b>	<b>Parking Garage</b>	<b>Total</b>
Project Fund Deposits:			
Parking Garage - Proceeds		14,702,519.00	14,702,519.00
Stadium Project - Equity	2,200,000.00		2,200,000.00
Stadium Project - Proceeds	34,800,000.00		34,800,000.00
	37,000,000.00	14,702,519.00	51,702,519.00
Cost of Issuance:			
Cost of Issuance	196,854.43	83,145.57	280,000.00
Delivery Date Expenses:			
Underwriter's Discount	134,211.33	56,686.95	190,898.28
Other Uses of Funds:			
Additional Amount Available	3,934.24	(2,351.52)	1,582.72
	37,335,000.00	14,840,000.00	52,175,000.00

**BOND SUMMARY STATISTICS**

**City of Fayetteville, North Carolina**  
**Taxable Limited Obligation Bonds, Series 2018**  
**(Stadium and Parking Deck Project)**  
**First Optional Redemption: June 1, 2026 at Par**  
**Preliminary Rates as of March 2, 2018**

Dated Date	06/06/2018
Delivery Date	06/06/2018
First Coupon	12/01/2018
Last Maturity	06/01/2038
Arbitrage Yield	3.918923%
True Interest Cost (TIC)	3.965874%
Net Interest Cost (NIC)	3.983816%
All-In TIC	4.035231%
Average Coupon	3.947391%
Average Life (years)	10.487
Weighted Average Maturity (years)	10.487
Par Amount	49,975,000.00
Bond Proceeds	49,975,000.00
Total Interest	20,687,522.59
Net Interest	20,878,420.87
Bond Years from Dated Date	524,080,902.78
Bond Years from Delivery Date	524,080,902.78
Total Debt Service	70,662,522.59
Maximum Annual Debt Service	4,312,056.09
Average Annual Debt Service	3,535,581.39

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Serial Bonds	39,975,000.00	100.000	3.815%	8.486	11/30/2026	27,431.35
2038 Term Bonds	10,000,000.00	100.000	4.190%	18.486	11/30/2036	13,400.00
	49,975,000.00			10.487		40,831.35

	TIC	All-In TIC	Arbitrage Yield
Par Value	49,975,000.00	49,975,000.00	49,975,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(190,898.28)	(190,898.28)	
- Cost of Issuance Expense		(280,000.00)	
- Other Amounts			
Target Value	49,784,101.72	49,504,101.72	49,975,000.00
Target Date	06/06/2018	06/06/2018	06/06/2018
Yield	3.965874%	4.035231%	3.918923%

**BOND PRICING**

**City of Fayetteville, North Carolina**  
**Taxable Limited Obligation Bonds, Series 2018**  
**(Stadium and Parking Deck Project)**  
**First Optional Redemption: June 1, 2026 at Par**  
**Preliminary Rates as of March 2, 2018**

<b>Bond Component</b>	<b>Maturity Date</b>	<b>Amount</b>	<b>Rate</b>	<b>Yield</b>	<b>Price</b>	<b>Principal Cost</b>
Serial Bonds:						
	06/01/2019	2,500,000	2.540%	2.540%	100.000	2,500,000.00
	06/01/2020	2,500,000	2.740%	2.740%	100.000	2,500,000.00
	06/01/2021	2,500,000	2.900%	2.900%	100.000	2,500,000.00
	06/01/2022	2,500,000	3.080%	3.080%	100.000	2,500,000.00
	06/01/2023	2,500,000	3.230%	3.230%	100.000	2,500,000.00
	06/01/2024	2,495,000	3.390%	3.390%	100.000	2,495,000.00
	06/01/2025	2,495,000	3.490%	3.490%	100.000	2,495,000.00
	06/01/2026	2,495,000	3.620%	3.620%	100.000	2,495,000.00
	06/01/2027	2,500,000	3.720%	3.720%	100.000	2,500,000.00
	06/01/2028	2,500,000	3.820%	3.820%	100.000	2,500,000.00
	06/01/2029	2,495,000	3.920%	3.920%	100.000	2,495,000.00
	06/01/2030	2,500,000	3.970%	3.970%	100.000	2,500,000.00
	06/01/2031	2,495,000	4.020%	4.020%	100.000	2,495,000.00
	06/01/2032	2,500,000	4.070%	4.070%	100.000	2,500,000.00
	06/01/2033	2,500,000	4.120%	4.120%	100.000	2,500,000.00
	06/01/2034	2,500,000	4.150%	4.150%	100.000	2,500,000.00
		<u>39,975,000</u>				<u>39,975,000.00</u>
2038 Term Bonds:						
	06/01/2035	2,500,000	4.190%	4.190%	100.000	2,500,000.00
	06/01/2036	2,500,000	4.190%	4.190%	100.000	2,500,000.00
	06/01/2037	2,500,000	4.190%	4.190%	100.000	2,500,000.00
	06/01/2038	2,500,000	4.190%	4.190%	100.000	2,500,000.00
		<u>10,000,000</u>				<u>10,000,000.00</u>
		49,975,000				49,975,000.00

Dated Date	06/06/2018	
Delivery Date	06/06/2018	
First Coupon	12/01/2018	
Par Amount	49,975,000.00	
Original Issue Discount		
Production	49,975,000.00	100.000000%
Underwriter's Discount	(190,898.28)	(0.381988%)
Purchase Price	49,784,101.72	99.618012%
Accrued Interest		
Net Proceeds	49,784,101.72	

**BOND DEBT SERVICE**

**City of Fayetteville, North Carolina**  
**Taxable Limited Obligation Bonds, Series 2018**  
**(Stadium and Parking Deck Project)**  
**First Optional Redemption: June 1, 2026 at Par**  
**Preliminary Rates as of March 2, 2018**

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>
06/06/2018					
12/01/2018			893,267.09	893,267.09	
06/01/2019	2,500,000	2.540%	918,789.00	3,418,789.00	4,312,056.09
12/01/2019			887,039.00	887,039.00	
06/01/2020	2,500,000	2.740%	887,039.00	3,387,039.00	4,274,078.00
12/01/2020			852,789.00	852,789.00	
06/01/2021	2,500,000	2.900%	852,789.00	3,352,789.00	4,205,578.00
12/01/2021			816,539.00	816,539.00	
06/01/2022	2,500,000	3.080%	816,539.00	3,316,539.00	4,133,078.00
12/01/2022			778,039.00	778,039.00	
06/01/2023	2,500,000	3.230%	778,039.00	3,278,039.00	4,056,078.00
12/01/2023			737,664.00	737,664.00	
06/01/2024	2,495,000	3.390%	737,664.00	3,232,664.00	3,970,328.00
12/01/2024			695,373.75	695,373.75	
06/01/2025	2,495,000	3.490%	695,373.75	3,190,373.75	3,885,747.50
12/01/2025			651,836.00	651,836.00	
06/01/2026	2,495,000	3.620%	651,836.00	3,146,836.00	3,798,672.00
12/01/2026			606,676.50	606,676.50	
06/01/2027	2,500,000	3.720%	606,676.50	3,106,676.50	3,713,353.00
12/01/2027			560,176.50	560,176.50	
06/01/2028	2,500,000	3.820%	560,176.50	3,060,176.50	3,620,353.00
12/01/2028			512,426.50	512,426.50	
06/01/2029	2,495,000	3.920%	512,426.50	3,007,426.50	3,519,853.00
12/01/2029			463,524.50	463,524.50	
06/01/2030	2,500,000	3.970%	463,524.50	2,963,524.50	3,427,049.00
12/01/2030			413,899.50	413,899.50	
06/01/2031	2,495,000	4.020%	413,899.50	2,908,899.50	3,322,799.00
12/01/2031			363,750.00	363,750.00	
06/01/2032	2,500,000	4.070%	363,750.00	2,863,750.00	3,227,500.00
12/01/2032			312,875.00	312,875.00	
06/01/2033	2,500,000	4.120%	312,875.00	2,812,875.00	3,125,750.00
12/01/2033			261,375.00	261,375.00	
06/01/2034	2,500,000	4.150%	261,375.00	2,761,375.00	3,022,750.00
12/01/2034			209,500.00	209,500.00	
06/01/2035	2,500,000	4.190%	209,500.00	2,709,500.00	2,919,000.00
12/01/2035			157,125.00	157,125.00	
06/01/2036	2,500,000	4.190%	157,125.00	2,657,125.00	2,814,250.00
12/01/2036			104,750.00	104,750.00	
06/01/2037	2,500,000	4.190%	104,750.00	2,604,750.00	2,709,500.00
12/01/2037			52,375.00	52,375.00	
06/01/2038	2,500,000	4.190%	52,375.00	2,552,375.00	2,604,750.00
	49,975,000		20,687,522.59	70,662,522.59	70,662,522.59

**AGGREGATE DEBT SERVICE**

**City of Fayetteville, North Carolina**  
**Taxable Limited Obligation Bonds, Series 2018**  
**(Stadium and Parking Deck Project)**  
**First Optional Redemption: June 1, 2026 at Par**  
**Preliminary Rates as of March 2, 2018**

<b>Period Ending</b>	<b>Stadium Project</b>	<b>Parking Garage</b>	<b>Aggregate Debt Service</b>
06/01/2019	3,029,136.42	1,282,919.67	4,312,056.09
06/01/2020	3,002,505.00	1,271,573.00	4,274,078.00
06/01/2021	2,954,418.00	1,251,160.00	4,205,578.00
06/01/2022	2,903,523.00	1,229,555.00	4,133,078.00
06/01/2023	2,849,469.00	1,206,609.00	4,056,078.00
06/01/2024	2,792,782.50	1,177,545.50	3,970,328.00
06/01/2025	2,733,288.00	1,152,459.50	3,885,747.50
06/01/2026	2,672,038.50	1,126,633.50	3,798,672.00
06/01/2027	2,608,507.50	1,104,845.50	3,713,353.00
06/01/2028	2,543,221.50	1,077,131.50	3,620,353.00
06/01/2029	2,476,180.50	1,043,672.50	3,519,853.00
06/01/2030	2,407,384.50	1,019,664.50	3,427,049.00
06/01/2031	2,337,711.00	985,088.00	3,322,799.00
06/01/2032	2,272,160.00	955,340.00	3,227,500.00
06/01/2033	2,200,528.00	925,222.00	3,125,750.00
06/01/2034	2,128,016.00	894,734.00	3,022,750.00
06/01/2035	2,054,976.00	864,024.00	2,919,000.00
06/01/2036	1,981,232.00	833,018.00	2,814,250.00
06/01/2037	1,907,488.00	802,012.00	2,709,500.00
06/01/2038	1,833,744.00	771,006.00	2,604,750.00
	49,688,309.42	20,974,213.17	70,662,522.59

**BOND DEBT SERVICE**

**City of Fayetteville, North Carolina**  
**Stadium Project**  
**(Stadium and Parking Deck Project)**  
**First Optional Redemption: June 1, 2026 at Par**  
**Preliminary Rates as of March 2, 2018**

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>
06/06/2018					
12/01/2018			628,095.42	628,095.42	
06/01/2019	1,755,000	2.540%	646,041.00	2,401,041.00	3,029,136.42
12/01/2019			623,752.50	623,752.50	
06/01/2020	1,755,000	2.740%	623,752.50	2,378,752.50	3,002,505.00
12/01/2020			599,709.00	599,709.00	
06/01/2021	1,755,000	2.900%	599,709.00	2,354,709.00	2,954,418.00
12/01/2021			574,261.50	574,261.50	
06/01/2022	1,755,000	3.080%	574,261.50	2,329,261.50	2,903,523.00
12/01/2022			547,234.50	547,234.50	
06/01/2023	1,755,000	3.230%	547,234.50	2,302,234.50	2,849,469.00
12/01/2023			518,891.25	518,891.25	
06/01/2024	1,755,000	3.390%	518,891.25	2,273,891.25	2,792,782.50
12/01/2024			489,144.00	489,144.00	
06/01/2025	1,755,000	3.490%	489,144.00	2,244,144.00	2,733,288.00
12/01/2025			458,519.25	458,519.25	
06/01/2026	1,755,000	3.620%	458,519.25	2,213,519.25	2,672,038.50
12/01/2026			426,753.75	426,753.75	
06/01/2027	1,755,000	3.720%	426,753.75	2,181,753.75	2,608,507.50
12/01/2027			394,110.75	394,110.75	
06/01/2028	1,755,000	3.820%	394,110.75	2,149,110.75	2,543,221.50
12/01/2028			360,590.25	360,590.25	
06/01/2029	1,755,000	3.920%	360,590.25	2,115,590.25	2,476,180.50
12/01/2029			326,192.25	326,192.25	
06/01/2030	1,755,000	3.970%	326,192.25	2,081,192.25	2,407,384.50
12/01/2030			291,355.50	291,355.50	
06/01/2031	1,755,000	4.020%	291,355.50	2,046,355.50	2,337,711.00
12/01/2031			256,080.00	256,080.00	
06/01/2032	1,760,000	4.070%	256,080.00	2,016,080.00	2,272,160.00
12/01/2032			220,264.00	220,264.00	
06/01/2033	1,760,000	4.120%	220,264.00	1,980,264.00	2,200,528.00
12/01/2033			184,008.00	184,008.00	
06/01/2034	1,760,000	4.150%	184,008.00	1,944,008.00	2,128,016.00
12/01/2034			147,488.00	147,488.00	
06/01/2035	1,760,000	4.190%	147,488.00	1,907,488.00	2,054,976.00
12/01/2035			110,616.00	110,616.00	
06/01/2036	1,760,000	4.190%	110,616.00	1,870,616.00	1,981,232.00
12/01/2036			73,744.00	73,744.00	
06/01/2037	1,760,000	4.190%	73,744.00	1,833,744.00	1,907,488.00
12/01/2037			36,872.00	36,872.00	
06/01/2038	1,760,000	4.190%	36,872.00	1,796,872.00	1,833,744.00
	35,135,000		14,553,309.42	49,688,309.42	49,688,309.42

**BOND SUMMARY STATISTICS**

**City of Fayetteville, North Carolina  
Stadium Project  
(Stadium and Parking Deck Project)  
First Optional Redemption: June 1, 2026 at Par  
Preliminary Rates as of March 2, 2018**

Dated Date	06/06/2018
Delivery Date	06/06/2018
First Coupon	12/01/2018
Last Maturity	06/01/2038
Arbitrage Yield	3.918923%
True Interest Cost (TIC)	3.966137%
Net Interest Cost (NIC)	3.984061%
All-In TIC	4.035463%
Average Coupon	3.947656%
Average Life (years)	10.493
Weighted Average Maturity (years)	10.493
Par Amount	35,135,000.00
Bond Proceeds	35,135,000.00
Total Interest	14,553,309.42
Net Interest	14,687,520.75
Bond Years from Dated Date	368,657,013.89
Bond Years from Delivery Date	368,657,013.89
Total Debt Service	49,688,309.42
Maximum Annual Debt Service	3,029,136.42
Average Annual Debt Service	2,486,141.96

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Serial Bonds	28,095,000.00	100.000	3.815%	8.490	12/01/2026	19,286.55
2038 Term Bonds	7,040,000.00	100.000	4.190%	18.486	11/30/2036	9,433.60
	35,135,000.00			10.493		28,720.15

	TIC	All-In TIC	Arbitrage Yield
Par Value	35,135,000.00	35,135,000.00	35,135,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(134,211.33)	(134,211.33)	
- Cost of Issuance Expense		(196,854.43)	
- Other Amounts			
Target Value	35,000,788.67	34,803,934.24	35,135,000.00
Target Date	06/06/2018	06/06/2018	06/06/2018
Yield	3.966137%	4.035463%	3.918923%

**BOND DEBT SERVICE**

**City of Fayetteville, North Carolina**  
**Parking Garage**  
**(Stadium and Parking Deck Project)**  
**First Optional Redemption: June 1, 2026 at Par**  
**Preliminary Rates as of March 2, 2018**

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>
06/06/2018					
12/01/2018			265,171.67	265,171.67	
06/01/2019	745,000	2.540%	272,748.00	1,017,748.00	1,282,919.67
12/01/2019			263,286.50	263,286.50	
06/01/2020	745,000	2.740%	263,286.50	1,008,286.50	1,271,573.00
12/01/2020			253,080.00	253,080.00	
06/01/2021	745,000	2.900%	253,080.00	998,080.00	1,251,160.00
12/01/2021			242,277.50	242,277.50	
06/01/2022	745,000	3.080%	242,277.50	987,277.50	1,229,555.00
12/01/2022			230,804.50	230,804.50	
06/01/2023	745,000	3.230%	230,804.50	975,804.50	1,206,609.00
12/01/2023			218,772.75	218,772.75	
06/01/2024	740,000	3.390%	218,772.75	958,772.75	1,177,545.50
12/01/2024			206,229.75	206,229.75	
06/01/2025	740,000	3.490%	206,229.75	946,229.75	1,152,459.50
12/01/2025			193,316.75	193,316.75	
06/01/2026	740,000	3.620%	193,316.75	933,316.75	1,126,633.50
12/01/2026			179,922.75	179,922.75	
06/01/2027	745,000	3.720%	179,922.75	924,922.75	1,104,845.50
12/01/2027			166,065.75	166,065.75	
06/01/2028	745,000	3.820%	166,065.75	911,065.75	1,077,131.50
12/01/2028			151,836.25	151,836.25	
06/01/2029	740,000	3.920%	151,836.25	891,836.25	1,043,672.50
12/01/2029			137,332.25	137,332.25	
06/01/2030	745,000	3.970%	137,332.25	882,332.25	1,019,664.50
12/01/2030			122,544.00	122,544.00	
06/01/2031	740,000	4.020%	122,544.00	862,544.00	985,088.00
12/01/2031			107,670.00	107,670.00	
06/01/2032	740,000	4.070%	107,670.00	847,670.00	955,340.00
12/01/2032			92,611.00	92,611.00	
06/01/2033	740,000	4.120%	92,611.00	832,611.00	925,222.00
12/01/2033			77,367.00	77,367.00	
06/01/2034	740,000	4.150%	77,367.00	817,367.00	894,734.00
12/01/2034			62,012.00	62,012.00	
06/01/2035	740,000	4.190%	62,012.00	802,012.00	864,024.00
12/01/2035			46,509.00	46,509.00	
06/01/2036	740,000	4.190%	46,509.00	786,509.00	833,018.00
12/01/2036			31,006.00	31,006.00	
06/01/2037	740,000	4.190%	31,006.00	771,006.00	802,012.00
12/01/2037			15,503.00	15,503.00	
06/01/2038	740,000	4.190%	15,503.00	755,503.00	771,006.00
	14,840,000		6,134,213.17	20,974,213.17	20,974,213.17

**BOND SUMMARY STATISTICS**

**City of Fayetteville, North Carolina**  
**Parking Garage**  
**(Stadium and Parking Deck Project)**  
**First Optional Redemption: June 1, 2026 at Par**  
**Preliminary Rates as of March 2, 2018**

Dated Date	06/06/2018
Delivery Date	06/06/2018
First Coupon	12/01/2018
Last Maturity	06/01/2038
Arbitrage Yield	3.918923%
True Interest Cost (TIC)	3.965252%
Net Interest Cost (NIC)	3.983236%
All-In TIC	4.034683%
Average Coupon	3.946763%
Average Life (years)	10.473
Weighted Average Maturity (years)	10.473
Par Amount	14,840,000.00
Bond Proceeds	14,840,000.00
Total Interest	6,134,213.17
Net Interest	6,190,900.12
Bond Years from Dated Date	155,423,888.89
Bond Years from Delivery Date	155,423,888.89
Total Debt Service	20,974,213.17
Maximum Annual Debt Service	1,282,919.67
Average Annual Debt Service	1,049,439.44

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Serial Bonds	11,880,000.00	100.000	3.815%	8.477	11/27/2026	8,144.80
2038 Term Bonds	2,960,000.00	100.000	4.190%	18.486	11/30/2036	3,966.40
	14,840,000.00			10.473		12,111.20

	TIC	All-In TIC	Arbitrage Yield
Par Value	14,840,000.00	14,840,000.00	14,840,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(56,686.95)	(56,686.95)	
- Cost of Issuance Expense		(83,145.57)	
- Other Amounts			
Target Value	14,783,313.05	14,700,167.48	14,840,000.00
Target Date	06/06/2018	06/06/2018	06/06/2018
Yield	3.965252%	4.034683%	3.918923%

# City of Fayetteville

433 Hay Street  
Fayetteville, NC 28301-5537  
(910) 433-1FAY (1329)

## City Council Action Memo

File Number: 18-152

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**Agenda Date:** 4/9/2018

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Other Items of  
Business

**Agenda Number:** 9.01

**TO:** Mayor and Members of City Council

**FROM:** Pamela J. Megill, City Clerk

**DATE:** April 9, 2018

**RE:** Presentation of Appointment Committee Recommendations for  
Boards and Commissions Appointments

**Relationship To Strategic Plan:**

Goal 6: Citizen Engagement and Partnerships

**Background:**

The Appointment Committee met on April 3, 2018 to review applications for appointments to boards and commissions. It is from that meeting the Appointment Committee presents the recommendations for appointments to the City of Fayetteville boards and commissions.

**Issues:**

N/A

**Budget Impact:**

N/A

**Options:**

1. Approve Appointment Committee recommendations to fill the board and commission vacancies as presented.
2. Approve Appointment Committee recommendations to fill some board and commission vacancies and provide further direction to staff.
3. Do not approve Appointment Committee recommendations to fill board and commission vacancies and provide further direction to staff.

**Recommended Action:**

**Staff recommends Council move to approve the Appointment Committee recommendations for board and commission appointments, effective April 9, 2018.**



## Appointment Committee Recommendations

April 2018

The Appointment Committee approved the following appointments:

Fayetteville Advisory Committee on Transit

Mr. Michael Worrell (1st term Business Representative)  
April 2018-March 2020

Fayetteville-Cumberland Parks and Recreation Advisory Commission

Ms. Crystal Moore-McNair (Partial term)  
April 2018-Sept. 2020

Fayetteville City Zoning Commission

Dr. Bryant Edwards (1st Term Alternate)  
April 2018-Sept. 2020

Fayetteville Redevelopment Commission

Mr. Romnick Capapas (Partial term) April 2018-March 2019

Personnel Review Board

Rev. Dorothy McNeil (1<sup>st</sup> term Manager/Supervisor)  
April 2018-March 2020

# City of Fayetteville

433 Hay Street  
Fayetteville, NC 28301-5537  
(910) 433-1FAY (1329)

## City Council Action Memo

File Number: 18-156

**Agenda Date:** 4/9/2018

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Other Items of  
Business

**Agenda Number:** 9.02

**TO:** Mayor and Members of City Council

**THRU:** Douglas J. Hewett, City Manager, ICMA-CM

**FROM:** Kristoff Bauer, Deputy City Manager, ICMA-CM

**DATE:** April 9, 2018

**RE:**

**Prince Charles Holding ("PCH") Downtown Development Agreement - Fourth  
Amendment, Property Purchase Option Assignment**

**COUNCIL DISTRICT(S):**

All

**Relationship To Strategic Plan:**

Goal 4: Desirable Place to Live, Work and Recreate

**Executive Summary:**

The City has executed a Downtown Development Agreement ("DDA") with Prince Charles Holding, LLC. ("PCH") relating to the stadium, plaza, and garage/hotel developments, the Prince Charles Hotel redevelopment project and Festival Park Plaza sale. The Council has approved the execution of the third amendment to the DDA and the Garage Contract on December 11, 2017. A discrepancy in was discovered during the implementation of the final agreements to execute the purpose of that agreement regarding the tax value payment guarantee ("Gap Contribution"). A fourth amendment is proposed to clarify the guarantee language to be recorded with each parcel that is subject to the DDA. This also amends the two remaining property purchase options to correct for the names of the purchasing parties.

**Background:**

The City executed a Memorandum of Understanding with PCH in March, 2016. At that time, the main topics of discussion were the availability of parking and how to reconfigure the street system to support the renovation of the Prince Charles into a mixed use

building, a hotel, and mixed use development on the site. That process was moving forward when the concept of placing a minor league baseball stadium was introduced in June 2016.

The DDA is a complex legal document the full completion of which is dependent upon the successful completion of design, survey, and other activities performed. The City, however, required control of the land in the development area in order to plat the property creating individual lots for the stadium, garage/hotel development, Amtrak, and a plaza area. These separate lots are required in order to move forward with financing, permitting, and other activities critical to the stadium development and redevelopment of the area. The DDA has been executed and several individual property transactions agreed therein have been completed to include:

- Property Exchange:
  - The City purchased 2.5 acres of property owned by PCH adjacent to the existing Prince Charles hotel
  - PCH has executed a purchase agreement for the Garage/Hotel site
  - The plat has been recorded
  - PCH Purchased the Garage Tract
- Festival Park Plaza Sale:
  - PCH has executed a purchase agreement for the Festival Park Plaza building, the City restricted the closing of this sale until after the closing of the sale of the Garage/Hotel site and the execution of a lease for the City occupied space in that building. This closing was also delayed as the City completed the construction contract for the Stadium.
  - PCH has purchased an option on the Festival Park Plaza Development Lot for \$25,000

The Council authorized the execution of the First Amendment to the Downtown Development Agreement (attached) on June 12, 2017.

The Council authorized the execution of DDA Two on October 9, 2017. Key issues addressed in that amendment include:

Garage/Hotel Project:

- Garage design elements and City design approval
- City surface demolition (anticipated and in process)
- Future requirement for a Garage Purchase Agreement based on cost of construction
- Key terms of parking space leases
- City's authority to approve the hotel flag

Easements and Environmental Remediation:

- Identification of future reciprocal easements that the parties will develop and clarification of responsibility for environmental remediation, which is assigned based on lot ownership consistent with prior executed purchase and sale agreements.

**Minimum Assessed Value:**

- This is the financial commitment to future valuation consistent with the City's financial model which relied on \$32.8 million in estimated new taxable value. The agreement commits to a minimum of \$37 million of enhanced taxable value. This is not the same as the level of investment, which remains in excess of \$65 million.
- Any shortage in this value is addressed through a "Gap Contribution."

**Issues/Analysis:**

In the development of the agreements regarding the Cap Contribution to implement the terms of the DDA, it was discovered that the existing language placed this entire obligation on the Prince Charles Hotel. The proposed amendment apportions the Cap Contribution requirement among the four properties being acquired or that are part of the DDA; that is the Prince Charles Hotel, Hotel, Offices, Festival Park Plaza Office Building, and Festival Park Plaza Development Parcel (see Exhibit A attached). The commitment for the Gap Contribution will be recorded with each property as depicted in Exhibit B attached.

Exhibits C and D of the proposed amendment consent to assignment of the previously executed purchase agreements for the Festival Park properties. This simply corrects for the specific legal entities that have been formed to purchase and own these properties.

**Budget Impact:**

None.

**Options:**

- Authorize the City Manager to execute the fourth amendment to the DDA and other documents anticipated in the closing and consummation of the DDA
- Do not approve the proposed amendment and provide alternate direction to staff

**Recommended Action:**

Authorize the City Manager to execute the Fourth Amendment to the Downtown Development Agreement and other closing documents necessary to comply with all terms of the DDA

**Attachments:**

DDA Fourth Amendment  
Exhibit A  
Exhibit B  
Exhibit C  
Exhibit D



## **FOURTH AMENDMENT TO DOWNTOWN DEVELOPMENT AGREEMENT**

This Fourth Amendment to Downtown Development Agreement (the “Fourth Amendment”) is made and entered into as of the \_\_\_\_\_ day of April, 2018 (the “Effective Date”), between PCH DEVELOPMENT CO., LLC, a North Carolina limited liability company (“Developer”), PRINCE CHARLES HOLDINGS, LLC, a North Carolina Limited Liability Company (“Prince Charles Holdings”), and the CITY OF FAYETTEVILLE, NORTH CAROLINA, a public body corporate and politic (“City”). Any party to this Agreement may be referred to herein as a “Party” and all the parties to this Agreement may be collectively referred to herein as the “Parties.”

### **RECITALS:**

A. The Developer, Prince Charles Holdings and the City entered into that certain Downtown Development Agreement dated as of March 28, 2017 concerning the development of the Project Area as therein described, as amended by that certain First Amendment to Downtown Development Agreement (the “First Amendment”), that certain Second Amendment to Downtown Development Agreement (the “Second Amendment”) and that certain Third Amendment to Downtown Development Agreement (the “Third Amendment”) (collectively, the Agreement.)

B. The Parties have continued to work cooperatively on the various matters relating to the development of the Project as contemplated under the Agreement.

C. The Agreement contemplates that the Parties would work on further amendment(s) to the Agreement to memorialize the further agreements and understandings among the Parties based on the results of the work by the Parties on the Project subsequent to the date of the First Amendment.

NOW, THEREFORE, based upon the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, City, Developer and Prince Charles Holdings do hereby agree as follows:

1. Paragraph numbers 4 and 5 in the Second Amendment are deleted in their entirety and the following paragraph is substituted in lieu thereof:

4. Minimum Assessed Value. The *ad valorem* tax value of the private development within the Project Area owned or to be owned or controlled by Developer and Prince Charles Holdings, and their successors, or affiliates (the “Private Development Properties”) as of the Effective Date as defined hereinafter is the greater of \$37,000,000 or the actual appraised tax value. The minimum assessed tax value (the “Minimum Assessed Tax Value”) of the Private Development Properties is set forth on Exhibit A entitled “Minimum Assessed Tax Value of the Private Development Properties”, attached hereto and incorporated herein by reference. The Parties acknowledge that the City will rely on ad valorem tax revenues generated by the Private Development Properties taxed at the greater of the Minimum Assessed Tax Value or the actual appraised tax value to pay a portion of the stadium debt (the “Stadium

Debt”). Ad Valorem tax revenues on the Private Development Properties shall be calculated by using the City millage rate in effect on the date of this Amendment (.4995 cents per \$100.00) and greater of the Minimum Assessed Tax Value or the actual appraised tax value (the “Private Development Properties Ad Valorem Tax Revenue”). The Developer guarantees the generation of Private Development Properties Ad Valorem Tax Revenues.

5. The Parties will enter into a Declaration of Covenants and Agreement For a Minimum Tax Assessment of the Private Development Property in form and substance identical to Exhibit B entitled Declaration of Covenants and Agreement for Minimum Tax Assessment, attached hereto and incorporated herein by reference (the “Minimum Tax Agreement”). Developer will cause its subsidiary, Hay Street Development Pad, LLC, owner of the Hotel and Garage Parcel, to enter into the Minimum Tax Agreement. The Minimum Tax Agreement will provide, inter alia, that:

1. The Effective Date is January 1 of the calendar year following substantial completion of the Stadium.
2. The Private Development Properties identified on Exhibit A will conclusively have a tax value as of the Effective Date equal to the greater of the tax value assessed by the Office of the Cumberland County Tax Administrator or the tax value set forth on Exhibit A.
3. The ad valorem tax revenues due to the City for each of The Private Development Properties listed on Exhibit A will be calculated by using the City millage rate in effect as of October 10, 2017 (.4995 per \$100.00) and the taxable value as determined in Paragraph 1 above.
4. The Developer and Hay Street Development guarantee the timely payment of the ad valorem taxes for the Hotel and Garage Parcel from the date of this Declaration of Covenants and Agreement through the Termination Date (as defined hereinafter).
5. This Declaration of Covenants and Agreement will terminate upon the earlier of (i) the maturity of the initial Stadium Debt (as defined in the DDA as amended), (ii) the payoff of the Stadium Debt, or (iii) the Private Development achieving an actual tax assessed value of \$37,000,000 (the “Termination Date”). Each constituent parcel of The Private Development Properties (including the hotel and office components of the Hotel and Garage Parcel separately) will be released from the encumbrance of this Declaration and Agreement and the Gap Contribution provisions of the DDA when such constituent parcel achieves its projected tax value set forth on Exhibit A, and upon request of the applicable Covenantor the City shall execute and deliver in recordable form to such Covenantor such a release.
6. The Developer, its successors or assigns will take such measures as are necessary to ensure that any transfers, conveyances, assignments or leases of all or any part of The Private Development Properties identified on Exhibit A will be subject to, encumbered by and bound by this Declaration of Covenants and Agreement. Further, any transferee of all or any part of The Private Development Properties identified on Exhibit A by the Developer, Hay Street Development or any subsequent successor or assignee will be obligated as a condition of any such transfer to execute a consent to this Declaration of Covenants and Agreement in form and substance approved by the

City and such executed consent Declaration of Covenants and Agreement will be recorded at the time of such transfer.

7. The Covenantors acknowledge that the failure to comply with the terms of this Declaration of Covenants and Agreement and specifically paragraph 6 hereinabove will result in immediate and irreparable damage to the City for which a legal remedy may not be immediately available and in that event, the City, upon application, will be entitled to an order enjoining the transfer of all or any part of The Private Development Properties identified on Exhibit A until such time as the conditions of this Declaration of Covenant and Agreement and specifically paragraph 6 above are satisfied and judgment for actual damages, attorney's fees and costs.
8. These covenants and agreement as set forth herein shall encumber all of The Private Development Properties identified on Exhibit A, be enforceable as to the Covenantors, their successors and assigns, shall run with the land, and shall bind all present and subsequent owners of any of The Private Development Properties identified on Exhibit A.
9. This Declaration of Covenants and Agreement inures to the benefit of the City and may not be released or modified except the written consent of the City.
10. Upon request of any fee owner or ground tenant of all or any portion of The Private Development Properties identified on Exhibit A, or their prospective purchasers or lenders, the City shall execute and deliver an estoppel certifying such owner's or ground tenant's status of compliance with this Declaration and Agreement.

2. The City consents to the assignment by the Developer of the Agreement for Purchase and Sale of Real Property (the "Purchase Agreement") dated as of March 28, 2017 to 225 Ray Avenue, LLC, a North Carolina Limited Liability Company ("225 Ray Avenue"). The City and Developer will execute an amendment to the Purchase Agreement in form and substance identical to Exhibit C entitled "First Amendment to Agreement for Purchase and Sale of Real Property" attached hereto and incorporated herein by reference.

3. The City consents to the assignment by the Developer of the Option Agreement (the "Option") dated as of March 28, 2017 to 225 Ray Avenue Land, LLC, a North Carolina Limited Liability Company ("225 Ray Avenue Land"). The City and Developer will execute an amendment to the Option in form and substance identical to Exhibit D entitled "First Amendment to Option Agreement" attached hereto and incorporated herein by reference.

4. All other terms and conditions of the Agreement, to the extent not expressly modified herein, shall remain unchanged and in full force and effect and are incorporated herein by reference.

5. This Fourth Amendment may be executed in multiple counterparts and may be assembled to form one complete Fourth Amendment. Facsimile or electronic signatures on this Fourth Amendment shall be binding upon the Parties.

[SIGNATURES ON FOLLOWING PAGES]

In witness whereof, the Parties have caused this Amendment to be duly executed under seal to be effective as of the Effective Date

**CITY OF FAYETTEVILLE NORTH CAROLINA**

[SEAL]

**ATTEST:**

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

\_\_\_\_\_, \_\_\_\_\_ City Clerk  
Approved as to form:

\_\_\_\_\_, City Attorney

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that (s)he is \_\_\_\_\_ City Clerk of the City of Wilmington, and that by authority duly given and as the act of the Council, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by himself/herself as its \_\_\_\_\_ City Clerk.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**CERTIFICATION**

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_, City Finance Officer

[Developer Signature Page to Downtown Development Agreement]

PCH DEVELOPMENT CO., LLC (seal)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NORTH CAROLINA, COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

[Official Seal]

My commission expires: \_\_\_\_\_

[Prince Charles Holdings Signature Page to Downtown Development Agreement]

Prince Charles Holdings, LLC (seal)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NORTH CAROLINA, COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

[Official Seal]

My commission expires: \_\_\_\_\_

EXHIBIT A

MINIMUM ASSESSED TAX VALUE  
OF THE PRIVATE DEVELOPMENT PROPERTIES

<u>PROPERTY</u>	<u>MINIMUM ASSESSED TAX VALUE</u> <u>AS OF THE EFFECTIVE DATE</u>
Prince Charles Hotel – Being all of Lot 1 according to a plat entitled “Recombination Survey of 450 Hay, LLC Tracts (Zero Lot Line)”, the same being duly recorded in Book of Plats 130, Page 152, in the office of the Register of Deeds for Cumberland County, North Carolina	\$4,591,324
*Hotel ( to be located on Hotel and Garage Parcel): Being all of Lot 3 as shown on plat entitled “Recombination Plat Property of City of Fayetteville” said plat dated February 7, 2017 and recorded on June 16, 2017 in Book 139, Page 148 of the Cumberland County Registry	\$10,667,500
*Offices (to be located on Hotel and Garage Parcel): Being all of Lot 3 as shown on plat entitled “Recombination Plat Property of City of Fayetteville” said plat dated February 7, 2017 and recorded on June 16, 2017 in Book 139, Page 148 of the Cumberland County Registry	\$16,840,000
Festival Park Plaza Office Building: Being all of Lot 5 As shown on Plat entitled “Recombination of Tracts 3, 4, 5 and 6 for the City of Fayetteville as recorded in Plat Book 139, Page 17-18 of the Cumberland County Registry.	\$4,828,613
Festival Park Plaza Development Parcel: Being all of Lot 6 As shown on Plat entitled “Recombination of Tracts 3, 4, 5 and 6 for the City of Fayetteville as recorded in Plat Book 139, Page 17-18 of the Cumberland County Registry.	\$160,000
TOTAL	\$37,087,437

\*To be constructed on portions of Hotel and Garage Parcel

## **Exhibit B**

Prepared by and return to: Hutchens Law Firm, PO Box 2505, Fayetteville, NC 28302

### **DECLARATION OF COVENANTS AND AGREEMENT FOR A MINIMUM TAX ASSESSMENT**

This Declaration of Covenants and Agreement for a Minimum Tax Assessment ("Declaration and Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between PCH Development Co., LLC, a North Carolina limited liability company ("Developer"), Prince Charles Holdings, LLC, a North Carolina limited liability company ("Prince Charles Holdings"), Hay Street Development Pad, LLC, a North Carolina limited liability company ("Hay Street Development"), 225 Ray Avenue, LLC, a North Carolina limited liability company, and 225 Ray Avenue Land, LLC, a North Carolina limited liability company, the foregoing parties being collectively referred to from time to time herein as the "Covenantors", and the City of Fayetteville, a North Carolina Municipal Corporation (the "City"); both Covenantors and the City being referred to from time to time herein collectively as the "Parties".

### **WITNESSETH:**

The City, Developer and Prince Charles Holdings entered into a Downtown Development Agreement as of the 28<sup>th</sup> day of March 2017, as amended on the 14<sup>th</sup> day of June, the 10<sup>th</sup> day of October 2017, the 28<sup>th</sup> day of December 2017, and on \_\_\_\_ day of \_\_\_\_\_ 2018 (the "DDA") whereby the City, the Developer and Prince Charles Holdings agreed to participate in the redevelopment of the Project Area (as defined in the DDA) with each party having certain responsibilities pertaining to the Project (as defined in the DDA). The Developer and Prince Charles Holdings have acknowledged in the DDA that the City will rely on the private development ad valorem tax revenues to pay a portion of the Stadium Debt (as defined in the DDA). The Developer has guaranteed the generation of a minimum dollar amount to be collected by the City as ad valorem taxes assessed against certain realproperty in the Project Area. The Covenantors own or intend to own the real property located within the Project Area and described on the attached Exhibit A entitled "Minimum Tax Values of The Private Development Properties." The Covenantors have agreed that (i) as of the Effective Date (as defined hereinafter) The Private Development Properties will have a tax value which will be equal to the greater of the actual tax value of The Private Development Properties as determined by the Office of the Cumberland County Tax Administrator, or the minimum tax value as set forth on

the Exhibit A entitled, attached hereto and incorporated herein by reference; and, (ii) the ad valorem taxes assessed against The Private Development Properties will be based on the tax values so determined.

Wherefore, for and in consideration of \$1.00 and other valuable consideration to include without limitation the promises and obligations made by each of the Parties, it is agreed by and between the Covenantors on behalf of each of them and any successors or assigns and the City that:

1. The Effective Date is January 1 of the calendar year following substantial completion of the Stadium.
2. The Private Development Properties identified on Exhibit A will conclusively have a tax value as of the Effective Date equal to the greater of the tax value assessed by the Office of the Cumberland County Tax Administrator or the tax value set forth on Exhibit A.
3. The ad valorem tax revenues due to the City for each of The Private Development Properties listed on Exhibit A will be calculated by using the City millage rate in effect as of October 10, 2017 (.4995 per \$100.00) and the taxable value as determined in Paragraph 1 above.
4. The Developer and Hay Street Development guarantee the timely payment of the ad valorem taxes for the Hotel and Garage Parcel from the date of this Declaration of Covenants and Agreement through the Termination Date (as defined hereinafter).
5. This Declaration of Covenants and Agreement will terminate upon the earlier of (i) the maturity of the initial Stadium Debt (as defined in the DDA as amended), (ii) the payoff of the Stadium Debt, or (iii) the Private Development achieving an actual tax assessed value of \$37,000,000 (the "Termination Date"). Each constituent parcel of The Private Development Properties (including the hotel and office components of the Hotel and Garage Parcel separately) will be released from the encumbrance of this Declaration and Agreement and the Gap Contribution provisions of the DDA when such constituent parcel achieves its projected tax value set forth on Exhibit A, and upon request of the applicable Covenantor the City shall execute and deliver in recordable form to such Covenantor such a release.
6. The Developer, its successors or assigns will take such measures as are necessary to ensure that any transfers, conveyances, assignments or leases of all or any part of The Private Development Properties identified on Exhibit A will be subject to, encumbered by and bound by this Declaration of Covenants and Agreement. Further, any transferee of all or any part of The Private Development Properties identified on Exhibit A by the Developer, Hay Street Development or any subsequent successor or assignee will be obligated as a condition of any such transfer to execute a consent to this Declaration of Covenants and Agreement in form and substance approved by the City and such executed consent Declaration of Covenants and Agreement will be recorded at the time of such transfer.
7. The Covenantors acknowledge that the failure to comply with the terms of this Declaration of Covenants and Agreement and specifically paragraph 6 hereinabove will result in immediate and irreparable damage to the City for which a legal remedy may not

be immediately available and in that event, the City, upon application, will be entitled to an order enjoining the transfer of all or any part of The Private Development Properties identified on Exhibit A until such time as the conditions of this Declaration of Covenant and Agreement and specifically paragraph 6 above are satisfied and judgment for actual damages, attorney's fees and costs.

8. These covenants and agreement as set forth herein shall encumber all of The Private Development Properties identified on Exhibit A, be enforceable as to the Covenantors, their successors and assigns, shall run with the land, and shall bind all present and subsequent owners of any of The Private Development Properties identified on Exhibit A.
9. This Declaration of Covenants and Agreement inures to the benefit of the City and may not be released or modified except the written consent of the City.
10. Upon request of any fee owner or ground tenant of all or any portion of The Private Development Properties identified on Exhibit A, or their prospective purchasers or lenders, the City shall execute and deliver an estoppel certifying such owner's or ground tenant's status of compliance with this Declaration and Agreement.

This Declaration of Covenants and Agreement for a Minimum Tax Assessment made and entered into the day and year above written.

PCH Development Co., LLC

By: \_\_\_\_\_ (SEAL)  
Title: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

\_\_\_\_\_  
*(name of person signing in blank)*

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

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

[Official Seal]

My commission expires: \_\_\_\_\_

Prince Charles Holdings, LLC

By: \_\_\_\_\_ (SEAL)  
Title: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

\_\_\_\_\_  
*(name of person signing in blank)*

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

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

[Official Seal]

My commission expires: \_\_\_\_\_

Hay Street Development Pad, LLC

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

(SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

\_\_\_\_\_  
*(name of person signing in blank)*

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

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

[Official Seal]

My commission expires: \_\_\_\_\_

225 Ray Avenue, LLC

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

(SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

\_\_\_\_\_  
*(name of person signing in blank)*

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

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

[Official Seal]

My commission expires: \_\_\_\_\_

225 Ray Avenue Land, LLC

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

(SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

\_\_\_\_\_  
*(name of person signing in blank)*

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

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

[Official Seal]

My commission expires: \_\_\_\_\_

The City of Fayetteville

By: \_\_\_\_\_  
\_\_\_\_\_(SEAL)

**FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL  
PROPERTY**

This First Amendment to Agreement for Purchase and Sale of Real Property (the "Amendment") is made and effective as of the date of the last signature hereon by and between the City of Fayetteville ("Seller") and PCH Development Co., LLC ("Buyer").

**BACKGROUND:**

Buyer and Seller have previously entered into that certain Agreement for Purchase and Sale of Real Property dated on or about March 28, 2017 (the "Contract") which provides for the sale to Buyer by Seller of certain real estate therein described. Seller and Buyer desire to amend the Contract to address the Closing date and a proposed assignment of Buyer's interest in the Contract.

**AGREEMENT:**

In consideration of the premises and conditions set forth herein, Seller and Buyer agree as follows:

1. The above background statement is incorporated in this agreement. Capitalized terms used in this Amendment have the meanings given them in the Contract unless otherwise specifically set forth herein.

2. The Closing date will be on or before \_\_\_\_\_.

3. Seller hereby consents to Buyer's assignment of its interest in the Contract to 225 Ray Avenue, LLC, a North Carolina limited liability company, at any time prior to Closing; provided, however, the City's consent is conditioned upon 225 Ray Avenue, LLC being a party to the Declaration of Covenants and Agreement For a Minimum Tax Assessment that is the subject of the Fourth Amendment to the Downtown Development Agreement dated on or about \_\_\_\_\_, 2018 between Seller, Buyer and Prince Charles Holdings, LLC. Buyer will provide Seller a copy of any such assignment when fully signed. This assignment will not affect Buyer's other rights and obligations under that certain Downtown Development Agreement dated as of March 28, 2017 concerning the development of the real estate as therein described, as amended by the First Amendment to Downtown Development Agreement effective as of June 14, 2017, the Second Amendment to Downtown Development Agreement effective as of October 10, 2017, and the Third Amendment to Downtown Development Agreement effective as of December 15, 2017.

4. All other terms and conditions of the Contract, to the extent not expressly modified hereby, shall remain unchanged and in full force and effect, and are incorporated herein by reference. This Amendment may be executed in multiple counterparts and may be assembled to form one complete Amendment. Facsimile or electronic signatures on this Amendment shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed to be effective as of the date of the last signature hereon.

Seller:

City of Fayetteville

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Buyer:

PCH Development Co., LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**FIRST AMENDMENT TO OPTION AGREEMENT**

This First Amendment to Option Agreement (the “Amendment”) is made and effective as of the date of the last signature hereon by and between the City of Fayetteville (“Seller”) and PCH Development Co., LLC (“Buyer”).

**BACKGROUND:**

Buyer and Seller have previously entered into that certain Option Agreement dated on or about March 28, 2017 (the “Contract”) which confers upon Buyer the option to purchase certain real estate therein described. Seller and Buyer desire to amend the Contract to address exercise of option in the Contract, the purchase price, the Closing date and a proposed assignment of Buyer’s interest in the Contract.

**AGREEMENT:**

In consideration of the premises and conditions set forth herein, Seller and Buyer agree as follows:

1. The above background statement is incorporated in this agreement. Capitalized terms used in this Amendment have the meanings given them in the Contract unless otherwise specifically set forth herein.

2. By both parties signing below, Buyer hereby exercises, and Seller hereby acknowledges and accepts, Buyer’s exercise of the option to purchase the Property. Upon full execution of this Amendment, the delivery requirements set forth in the Contract pertaining to notice of exercise of the option shall be deemed fulfilled.

3. The purchase price for the property is \$160,000.

4. The Closing date will be on or before June 1, 2018.

5. Seller hereby consents to Buyer’s assignment of its interest in the Contract to 225 Ray Avenue Land, LLC, a North Carolina limited liability company, at any time prior to Closing; provided, however, the City’s consent is conditioned upon 225 Ray Avenue Land, LLC being a party to the Declaration of Covenants and Agreement For a Minimum Tax Assessment that is the subject of the Fourth Amendment to the Downtown Development Agreement dated on or about \_\_\_\_\_, 2018 between Seller, Buyer and Prince Charles Holdings, LLC. Buyer will provide Seller a copy of any such assignment when fully signed. This assignment will not affect Buyer’s other rights and obligations under that certain Downtown Development Agreement dated as of March 28, 2017 concerning the development of the real estate as therein described, as amended by the First Amendment to Downtown Development Agreement effective as of June 14, 2017, the

Second Amendment to Downtown Development Agreement effective as of October 10, 2017, and the Third Amendment to Downtown Development Agreement effective as of December 15, 2017.

6. All other terms and conditions of the Contract, to the extent not expressly modified hereby, shall remain unchanged and in full force and effect, and are incorporated herein by reference. This Amendment may be executed in multiple counterparts and may be assembled to form one complete Amendment. Facsimile or electronic signatures on this Amendment shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed to be effective as of the date of the last signature hereon.

Seller:

City of Fayetteville

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Buyer:

PCH Development Co., LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

# City of Fayetteville

433 Hay Street  
Fayetteville, NC 28301-5537  
(910) 433-1FAY (1329)

## City Council Action Memo

File Number: 18-084

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**Agenda Date:** 4/9/2018

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Administrative  
Reports

**Agenda Number:** 10.01

**TO:** Mayor and Members of City Council

**THRU:** Douglas J. Hewett, City Manager

**FROM:** Kristoff Bauer, Deputy City Manager  
Gina V. Hawkins, Police Chief

**DATE:** April 9, 2018

**RE:**

Traffic Safety - Review of Cliffdale Road

**COUNCIL DISTRICT(S):**

5,7,8,9

**Relationship To Strategic Plan:**

**Executive Summary:**

Mayor Colvin and Mayor Pro Tem Mohn asked for information regarding Cliffdale Road and safety improvements. The attached report is provided in response.

**Background:**

**Issues/Analysis:**

**Budget Impact:**

**Options:**

**Recommended Action:**

**Attachments:**

**City Council Agenda  
Item Request**

Date of Request: \_\_\_\_\_

2/26/18

Name of Requester: \_\_\_\_\_

Mayor Colvin

Agenda Item Title: \_\_\_\_\_

Cliffdale Road Traffic Safety

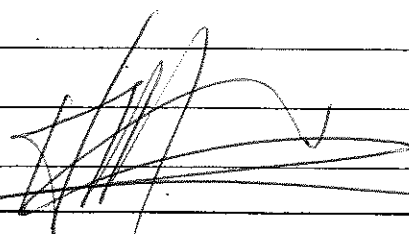
What do you want to accomplish with this item?

Review safety measures to Reduce  
traffic fatalities + injuries Along  
this corridor

How does this item connect to the City's Strategic Plan?

Safe + Secure Environment

Comments:



Mayor

## **Cliffdale Road Traffic Information:**

MPT Mohn asked for information specifically regarding segment #4, S. Reilly – Rim, identified below. Staff is providing the following information regarding the entire corridor for Council information. Generally, Cliffdale is one of the City's major thoroughfares and evidences diverse transportation characteristics as it passes through different development types and density. Staff's review did not identify any characteristics that distinguish Cliffdale from other major thoroughfares in Fayetteville. You will see that enforcement activity is highest in those segments where accidents are a greater risk.

Cliffdale is a NC DOT managed street. The state's highway safety program monitors all accidents with damage estimated to be in excess of \$1,000, or where there is serious injury. That information is used to prioritize and design road improvements. Much of Cliffdale is either scheduled for improvements that are designed to improve road safety or for further study. No further action to address accidents or other traffic related issues is recommended at this time.

Data provided below is for the 24 month period from January 2016 to January 2018.

### **Road Segments:**

1. Morganton – S. McPherson Church:

Projects Planned: Project to widen to 4 lanes.

2. S. McPherson Church – Bunce:

Projects Planned: Corridor study

3. Bunce – S. Reilly:

Projects Planned: Median project funded.

DATA: 874 Total Reported Accidents

Intersection Accidents

192 Accidents (Reilly Rd & Cliffdale Rd)

173 Accidents (Skibo Rd & Cliffdale Rd)

59 Accidents (Bunce Rd & Cliffdale Rd)

34 Accidents (McPherson Church & Cliffdale Rd)

1 Accident (Morganton Rd intersection)

3 Fatalities for this Segment

5130 Traffic Stops Performed

1794 Citations written

7541 Proactive Directed Patrols noted for the area

4. S. Reilly – Rim:

Projects Planned: Hwy 295 is scheduled to be constructed through this segment by 2020. This will add a new interchange among other improvements that are expected to have a significant traffic calming effect.

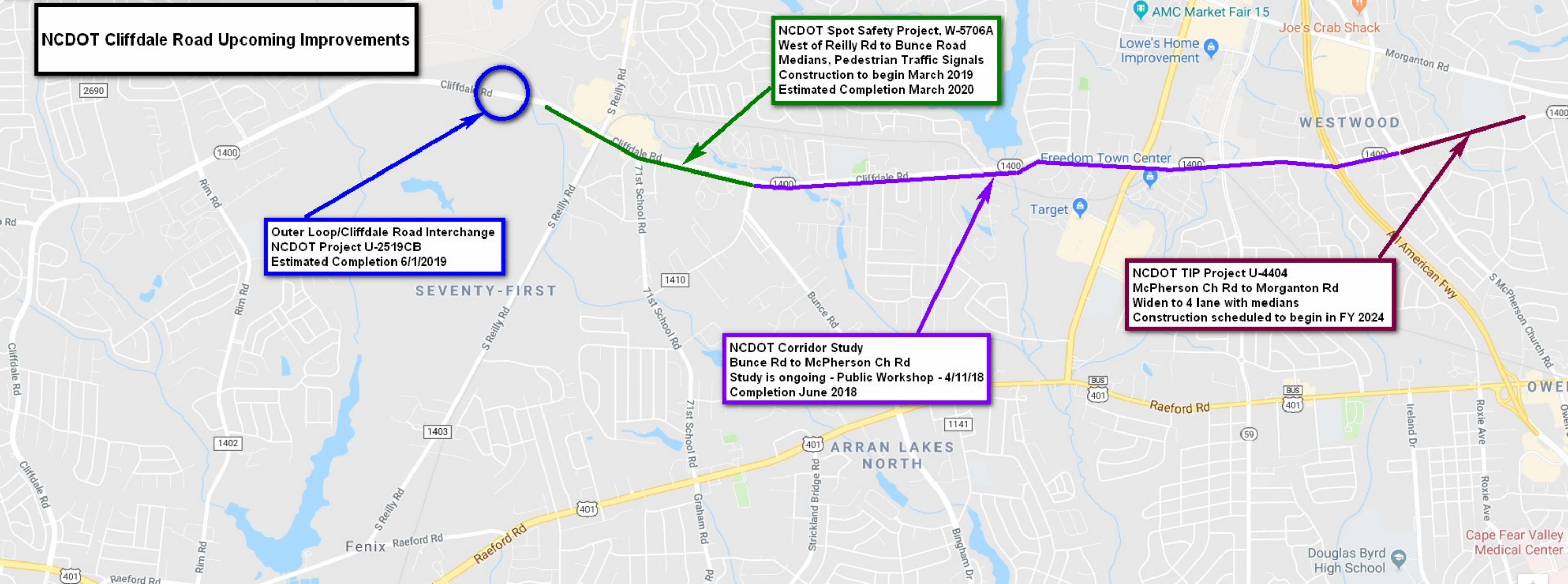
DATA:           135 Total Accidents  
                  1,222 Traffic Stops

5. Hoke Loop – Raeford:

Projects Planned: Median project being evaluated. Conversion of intersection with Beverly to “supers street” right turn only with a u-turn.

DATA:           24 Accidents  
                  38 Traffic Stops  
                  1 Fatality  
                  123 Proactive Directed Patrols noted for the area

## NCDOT Cliffdale Road Upcoming Improvements



NCDOT Spot Safety Project, W-5706A  
West of Reilly Rd to Bunce Road  
Medians, Pedestrian Traffic Signals  
Construction to begin March 2019  
Estimated Completion March 2020

Outer Loop/Cliffdale Road Interchange  
NCDOT Project U-2519CB  
Estimated Completion 6/1/2019

NCDOT Corridor Study  
Bunce Rd to McPherson Ch Rd  
Study is ongoing - Public Workshop - 4/11/18  
Completion June 2018

NCDOT TIP Project U-4404  
McPherson Ch Rd to Morganton Rd  
Widen to 4 lane with medians  
Construction scheduled to begin in FY 2024