

# 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, January 11, 2021

7:00 PM

Council Chamber

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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**      [20-1676](#)      Approval of Meeting Minutes:  
December 14, 2020 - Discussion of Agenda Items  
December 14, 2020 - Regular

**Attachments:**      [121420 Discussion of Agenda Items](#)  
[121420 Regular](#)

**6.02**      [20-1673](#)      Resolution Authorizing a Quitclaim Deed of the City's Title to the  
County in Order to Expedite the Sale of Land located at 2012 Bain  
Drive

**Attachments:**      [2012BainDrive](#)  
[2012BainDr](#)

**6.03**      [20-1675](#)      Adoption of the Center City Parks & Trails Master Plan

**Attachments:**      [Central City Parks & Trails Master Plan](#)

**6.04**      [20-1679](#)      Bid Recommendation - Hydrogen Sulfide Control Program

**Attachments:**      [Bid Recommendation - Hydrogen Sulfide Program](#)

**6.05**      [20-1681](#)      Adoption of Special Revenue Fund Project Ordinance Amendment  
2021-3 for the WORTH Court Grant from the Juvenile Crime  
Prevention Council of the NC Department of Public Safety

**Attachments:**      [SROA 2021-3 JCPC WORTH Court Grant](#)  
[Fayetteville Police Dept - WORTH Court - FY20-21 Unallocated Funding - \\$.](#)



## 7.0 PUBLIC FORUM

## 8.0 OTHER ITEMS OF BUSINESS

### 8.01 [20-1696](#) Senior Center West Project Update

**Attachments:** [17-019 Fayetteville Senior Center West Certified Bid tab 2020-12-22](#)  
[Cost Spreadsheet - 01052021 on Senior Center West Update](#)

## 9.0 ADMINISTRATIVE REPORTS

Administrative Reports on a Regular Meeting agenda are for City Council review/information only. Should it be the consensus of the collective City Council, Administrative Reports will be moved forward to be placed on the next Work Session agenda for further review and discussion.

### 9.01 [20-1694](#) Downtown Parking Update, Including Recommendation to Begin Paid On-Street Parking on July 1, 2021

**Attachments:** [Parking Fund Budget Impact Analysis](#)

## 10.0 ADJOURNMENT

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

Citizens wishing to provide testimony in response to a notice of public hearing or to participate in the public forum can obtain instructions to submit a statement by emailing [cityclerk@ci.fay.nc.us](mailto:cityclerk@ci.fay.nc.us) or by calling 910-433-1312 for assistance. Individuals desiring to testify on a quasi-judicial public hearing must contact the City Clerk by 5:00 p.m. the day of the meeting to sign up to testify; instructions will be provided on how to appear before Council to provide testimony.

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

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

### **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 thirteen (13) 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**

**January 11, 2021 @ 7:00 p.m.**

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: 20-1676

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**Agenda Date:** 1/11/2021

**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 C. Whitfield, Ph.D., Assistant City Manager

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

**DATE:** January 11, 2021

**RE:**

**Approval of Meeting Minutes:**  
**December 14, 2020 - Discussion of Agenda Items**  
**December 14, 2020 - Regular**

**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  
COUNCIL CHAMBER  
DECEMBER 14, 2020  
6:00 P.M.

Present: Council Members Katherine K. Jensen (District 1); D. J. Haire (District 4); Johnny Dawkins (District 5); Courtney Banks-McLaughlin (District 8) (via zoom); Yvonne Kinston (District 9)

Absent: Mayor Mitch Colvin; Council Members Shakeyla Ingram (District 2); Tisha S. Waddell (District 3); Larry O. Wright, Sr. (District 7)

Others Present: Douglas Hewett, City Manager  
Karen McDonald, City Attorney  
Telly Whitfield, Assistant City Manager  
Taurus Freeman, Planning and Zoning Manager  
Jay Toland, Chief Financial Officer  
Kevin Arata, Corporate Communications Director  
Craig Harmon, Sr. Planner  
Jennifer Baptiste, Sr. Planner  
Pamela Megill, City Clerk  
Members of the Press

Mayor Pro Tem Jensen called the meeting to order at 6:00 p.m.

Mayor Pro Tem Jensen asked Council to review the list of consent and public hearing items for this evening.

Council Member Haire stated he intends to pull Item 6.06, P20-46F. A Rezoning request from Neighborhood Commercial Conditional Zoning (NC/CZ) to Limited Commercial (LC), located at 1501 Pamalee Drive (Tax Map # 0428-27-0276), totaling 0.65 acres ± and being the property of Rhudys Inc. represented by Chris Phillips. Council Member Haire stated he will request this item go to a public hearing.

Council Member Kinston stated she intends to remove Item 9.01, External Committee follow-up: survey consultant, ETC Institute, reviews its survey proposal and sample size questions, from the agenda.

## ADJOURNMENT

There being no further business, the meeting adjourned at 6:07 p.m.

Respectfully submitted,

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PAMELA J. MEGILL  
City Clerk

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MITCH COLVIN  
Mayor

121420

# DRAFT

**FAYETTEVILLE CITY COUNCIL  
REGULAR MEETING MINUTES  
COUNCIL CHAMBER  
DECEMBER 14, 2020  
7:00 P.M.**

Present: Council Members Katherine K. Jensen (District 1); Shakeyla Ingram (District 2); D. J. Haire (District 4); Johnny Dawkins (District 5); Chris Davis (District 6); Larry O. Wright, Sr. (District 7) (via zoom); Courtney Banks-McLaughlin (District 8) (via zoom); Yvonne Kinston (District 9)

Absent: Mayor Mitch Colvin; Council Member Tisha S. Waddell (District 3)

Others Present: Douglas Hewett, City Manager  
Karen McDonald, City Attorney  
Telly Whitfield, Assistant City Manager  
Gina Hawkins, Police Chief  
Kevin Arata, Corporate Communications Director  
Jay Toland, Chief Financial Officer  
Scott Bullard, Emergency Management Coordinator  
Pamela Megill, City Clerk  
Jennifer Ayre, Deputy City Clerk  
Members of the Press

## **1.0 CALL TO ORDER**

Mayor Pro Tem Jensen called the meeting to order.

## **2.0 INVOCATION**

The invocation was offered by Council Member Ingram.

## **3.0 PLEDGE OF ALLEGIANCE**

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

## **4.0 ANNOUNCEMENTS AND RECOGNITION**

Mayor Pro Tem Jensen congratulated Council Member Waddell on becoming a first time grandmother.

Mayor Pro Tem Jensen presented a proclamation to Kiwanis Club of Fayetteville members President George Turner, International Trustee Gary Cooper, and Past Presidents Al Broadfoot and Maurice Rim proclaiming December 1, 2020, to honor the Kiwanis Club of Fayetteville in celebrating its 100th year.

Mayor Pro Tem Jensen presented a proclamation to Mr. Robert Ray and Ms. Olivia Ray, family members of Mrs. Sylvia Gooding Ray, and Suzy Hrabovsky, CEED Director, proclaiming November 30, 2020, a Celebration of Life for the passing of Sylvia Gooding Ray.

Fayetteville State University Chancellor Valentine provided a presentation on the new Meharry Medical College Partnership with Fayetteville State University.

Mr. Scott Bullard, Emergency Management Coordinator, provided a COVID-19 Update.

Council Member Banks-McLaughlin thanked everyone that volunteered and participated in the "Santa and Friends" Drive-through event that took place December 12, 2020.

Council Member Ingram congratulated Council Member Kinston on her son graduating Field Artillery AIT.

# DRAFT

Council Member Ingram wished everyone a happy holiday and happy new year.

## 5.0 APPROVAL OF AGENDA

**MOTION:** Council Member Dawkins moved to approve the agenda with the removal of Item 9.01, External Committee follow-up: Survey Consultant, ETC Institute, reviews its survey proposal and sample size questions.  
**SECOND:** Council Member Ingram  
**VOTE:** PASSED by a vote of 6 in favor to 2 in opposition (Council Members Wright and Banks-McLaughlin)

## 6.0 CONSENT AGENDA

**MOTION:** Council Member Haire moved to approve the consent agenda with the exception of Item 6.06; for presentation and separate vote.  
**SECOND:** Council Member Dawkins  
**VOTE:** UNANIMOUS (8-0)

### 6.01 Approval of Meeting Minutes:

November 23, 2020 - Discussion of Agenda Items  
November 23, 2020 - Regular  
December 1, 2020 - Special  
December 2, 2020 - Special  
December 3, 2020 - Special  
December 7, 2020 - Work Session

6.02 P20-34F. A Conditional Zoning request from Heavy Industrial (HI) to Heavy Industrial/Conditional Zoning (HI/CZ), located at 245 Poe Street (Tax Map # 0437-40-0221), totaling 2 acres ± and being the property of Ronald Green, represented by Lonnie Player.

6.03 P20-42F. An Initial Zoning request from Cumberland County Agricultural (A1) to Community Commercial (CC), located on Judson Church Road, near its intersection with Cedar Creek Road (Tax Map # 0455-48-7292), totaling 0.49 acres ± and being the property of Nick Patel, Naman Hotels.

6.04 P20-44F. A Conditional Zoning request from Agricultural-Residential (AR) to Single-Family Residential 15/Conditional Zoning (SF-15/CZ) for the purposes of operating a Child Care Center, located at 8926 Cliffdale Road (Tax Map # 9487-02-5349), containing 0.51 acres ± and being the property of Eva Gatlin, represented by Deborah Evans.

6.05 P20-45F. A Rezoning request from Heavy Industrial (HI) to Community Commercial (CC), located on Judson Church Road, near its intersection with Cedar Creek Road (Tax Map # 0455-58-0008), totaling 2.89 acres ± and being the property of Nick Patel, Naman Hotels.

6.06 This item was pulled from the consent agenda for presentation and separate vote.

6.07 Adoption of Budget Ordinance Amendment 2021-5 (Stormwater Management Fund) to Provide Funding for Legal and Consulting Services

Budget Ordinance Amendment (BOA) 2021-5 will appropriate \$400,000.00 from Stormwater Management Fund net assets to provide \$250,000.00 funding for ongoing legal services for the Liberty Hills and Devonwood-Loch Lomond lawsuits and \$150,000.00 for related consulting services.

6.08 Adoption of Budget Ordinance Amendment 2021-6 for the General Fund

## **DRAFT**

Council is asked to adopt Budget Ordinance Amendment (BOA) 2021-6 to appropriate \$353,166.00 from General Fund fund balance to provide funding needed for items, which will enhance the daily operations of the City.

### **6.09 Addition of Certain Streets to the City of Fayetteville System**

The Fayetteville street system includes 745.96 center line miles and is one of the City's largest assets impacting every citizen, employee, emergency service personnel, commuter, and visitor. As new development progresses, new streets are built in accordance with the City's standards and can be designated for private or public ownership and maintenance. When streets are constructed to City standards, it requires a Council action to add the streets to the City's system. Streets added to our system qualify for Powell Bill Program allocations, which is a North Carolina funding program for the building and maintenance of major city streets.

Staff has identified nine (9) recently constructed streets for subdivisions throughout the City that are now acceptable for addition to the City of Fayetteville system of streets. These streets and drainage systems within the street rights-of-way have been inspected by staff and are now acceptable for addition to the City of Fayetteville system of streets. The 1.13 mile addition will bring the City's street system total to 747.09 miles.

### **6.010 Request for Legal Representation of City Employee**

Authorization to provide legal representation for City employee Patrick Guilette in the matter of Robert Earl Edwards. The employee was acting within the scope and course of his employment with the City when the alleged incident occurred.

### **6.011 Council Approval to Waive Landing Fees for Signatory Airlines for Six Months**

Approval to approve a waiver of landing fees for signatory airlines for the period from January 1 to June 30, 2021, to help mitigate the financial impact of the COVID-19 pandemic.

**6.06 P20-46F. A Rezoning request from Neighborhood Commercial Conditional Zoning (NC/CZ) to Limited Commercial (LC), located at 1501 Pamalee Drive (Tax Map # 0428-27-0276), totaling 0.65 acres ± and being the property of Rhudys Inc., represented by Chris Phillips.**

This item was pulled for discussion and separate vote.

**MOTION: Council Member Haire moved to have this item moved to a public hearing in January 2021.**

**SECOND: Council Member Davis**

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

## **7.0 PUBLIC FORUM**

Mr. Michael Pinkston, 436 West Russell Street, Fayetteville, NC, expressed concerns regarding the Market House.

Ms. Kathy Greggs, 4607 Woodline Drive, Fayetteville, NC, expressed concerns regarding the establishment of a Civilian Review Board for the Police Department.

Ms. Carolyn Hamilton, 363 Tuscon Drive, Fayetteville, NC, expressed concerns regarding not being invited to a Community Watch Group Christmas party.

Imam Eronomy Mohammad, 2700 Murchison Road, Fayetteville, NC, presented on the state of the community.

# DRAFT

Mr. Shaun McMillan, 6024 Goldenrain Drive, Fayetteville, NC, expressed concerns regarding implementing a civilian police oversight board.

## 8.0 PUBLIC HEARINGS

### 8.01 P20-41F. A Special Use Permit request to operate a Child Care Center at 1208 Cedar Creek Road (Tax Map # 0446-63-9772), zoned as Single-Family 6 (SF-6), being 3.03 acres ± and being the property of Len-Care Rest Home, Inc., represented by Evelyn Clark.

Ms. Jennifer Baptiste, Senior Planner, presented this item with the aid of a PowerPoint presentation and stated the applicant is requesting a Special Use Permit to operate a Child Care Center at 1208 Cedar Creek Road. This property is currently zoned Single-Family Residential 6 and a Special Use Permit is required to locate a Child Care Center in this zoning district.

On November 10, 2020, the Zoning Commission voted 5 to 0 to recommend City Council approve the Special Use Request (SUP) to allow a Child Care Center at 1208 Cedar Creek Road. The SUP is consistent with applicable plans because (1) the City's Unified Development Ordinance and 2040 Future Land Use Plan both support this type of business in this location; (2) the uses surrounding this property are a mix of uses which are compatible with the proposed SUP; and (3) the proposed SUP is reasonable and in the public interest because the proposed zoning fits the character of the overall area.

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

Ms. Lathesia Everett, 4523 Ruby Road, Fayetteville, NC 28311, appeared in favor and stated she is the Child Care Center Director. Ms. Everett provided testimony that evidenced the applicant is in compliance with meeting the eight (8) findings of fact.

Ms. Evelyn Clark, 1504 Royal Spring Street, Fayetteville, NC 28312, appeared in favor and stated she is the applicant, and present to answer any questions.

Mr. Victor Clark, 1504 Royal Spring Street, Fayetteville, NC 28312, appeared in favor and stated he is present to answer any questions.

The SUP must meet the following findings of facts:

- (1) The special use complies 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 districts(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;

## DRAFT

- (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.

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

Discussion ensued.

**MOTION:** Council Member Ingram moved to approve the requested Special Use Permit (SUP) to operate a Child Care Center on the parcel currently zoned Single-Family Residential 6 (SF-6), as presented by staff and based on the information provided. The SUP is consistent with applicable plans because (1) the City's Unified Development Ordinance and 2040 Future Land Use Plan both support this type of business in this location; (2) the uses surrounding this property are a mix of uses which are compatible with the proposed SUP; and (3) the proposed SUP is reasonable and in the public interest because the proposed zoning fits the character of the overall area.

**SECOND:** Council Member Wright

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

**8.02 AX20-003: An Annexation located on Judson Church Road, near its intersection with Cedar Creek Road (Tax Map # 0455-48-7292), totaling 2.89 acres ± and being the property of Nick Patel, Naman Hotels; related to P20-42F: Initial Zoning**

Mr. David Nash, Senior Planner, presented this item and stated a developer has proposed to build a new Springhill Suites motel along the eastern side of Judson Church Road, east of Interstate-95. Most of the development site is within the incorporated limits of the City. However, one small parcel along Judson Church Road is not, and the annexation provides access to the larger parcel, Tax Map # 0455-58-0008, which is landlocked. The owner has requested that this parcel be annexed.

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

Mr. James Futter, 7 Cluster Court, Columbia, SC 29210, appeared in favor and stated he is available to answer any questions.

Mr. Nick Patel, 2201 Duck Hunter Point, Florence, SC 29501, appeared in favor and stated he is available to answer any questions.

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

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA (Part of the Development Site for a Proposed Springhill Suites Motel-One Parcel on the Eastern Side of Judson Church Road PIN: 0455-48-7292/ REID: 0455487292000). ANNEXATION ORDINANCE NO. 2020-12-574**

**MOTION:** Council Member Ingram moved to adopt the Annexation Ordinance with an effective date of December 14, 2020, and include approval of the final action consistent with the prior action on the zoning.

**SECOND:** Council Member Kinston

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

**9.0 OTHER ITEMS OF BUSINESS**

# DRAFT

## 9.01 External Committee follow-up: survey consultant, ETC Institute, reviews its survey proposal and sample size questions

This item was removed from the agenda.

## 10.0 ADJOURNMENT

There being no further business, the meeting adjourned at 8:33 p.m.

Respectfully submitted,

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PAMELA J. MEGILL  
City Clerk

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MITCH COLVIN  
Mayor

121420

# City of Fayetteville

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

## City Council Action Memo

File Number: 20-1673

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**Agenda Date:** 1/11/2021

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Consent

**Agenda Number:** 6.02

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

**THRU: Douglas J. Hewett, ICMA-CM, City Manager**

**FROM: Kecia N. Parker, NCCP, Real Estate Manager**

**DATE: January 11, 2021**

**RE:**

**Resolution Authorizing a Quitclaim Deed of the City's Title to the County in Order to Expedite the Sale of Land located at 2012 Bain Drive**

**COUNCIL DISTRICT(S):**

4

**Relationship To Strategic Plan:**

A Desirable Place to Live, Work and Recreate

**Executive Summary:**

Cumberland County has requested that the City of Fayetteville quitclaim their interest in the parcel located at 2012 Bain Drive having a tax parcel id number of 0428-84-3816 so that they may complete the sale of the jointly owned property that was acquired by tax foreclosure. This allows the property to be added back to the tax base and not continue to remain in joint governmental ownership.

**Background:**

Cumberland County and the City of Fayetteville received joint title to the property identified as 2012 Bain Drive which has a parcel number of 0428-84-3816 on February 28, 2013. The County has received an offer to purchase the property in the amount of \$14,961.21 which represents the amount paid at the foreclosure sale. The City will be receiving \$2,108.93 in assessments that were due at the time of foreclosure.

The County is requesting that the City declare the above property surplus and quitclaim

the City's interest to the County. Title is jointly held due to tax foreclosure by the County in their capacity as tax administrator. The purchase offer received is equal to the foreclosure bid. If the present bid is declined, the property will remain in joint ownership not earning taxes and requiring upkeep.

**Issues/Analysis:**

No known issues.

**Budget Impact:**

There is no significant impact to the budget; however this will enable the property to be added back to the tax roll and the City will collect assessments due.

**Options:**

- Accept the County's request to declare the property surplus and quitclaim the City's title to the County according to the Resolution attached.
- Reject the County's request and retain joint ownership.

**Recommended Action:**

Staff recommends adopting the attached Resolution declaring the property surplus and authorizing the City Manager to sign a Quitclaim Deed conveying the City's interest to the County.

**Attachments:**

Resolution  
Maps

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE TO DECLARE CITY PROPERTY SURPLUS AND QUITCLAIM CITY'S INTEREST IN JOINTLY HELD PROPERTY TO CUMBERLAND COUNTY**

**WHEREAS**, the City of Fayetteville and the County of Cumberland jointly own real property in Cumberland County known as 2012 Bain Drive having a tax parcel ID number of 0428-84-3816 being more particularly described as follows:

Being all of Lot(s) 154 & 155, Council Heights according to a plat of same duly recorded in Book 11, Page 32, Cumberland County Registry, North Carolina.

**WHEREAS**, the City of Fayetteville has a financial interest in the form of adding the real property back to the tax roll and;

**WHEREAS**, the property is surplus to the needs of the City of Fayetteville, and;

**WHEREAS**, the County of Cumberland has received an offer to purchase the parcel and requests that the City of Fayetteville join in the sale of the property by declaring the parcel surplus to the City's needs and quitclaiming the City's title to the County, and;

**WHEREAS**, the City Council of the City of Fayetteville finds such action to be in the public interest, and;

**NOW, THEREFORE, BE IT RESOLVED** on behalf of the people of Fayetteville, this Council of the City of Fayetteville, North Carolina does hereby resolve that the aforesaid real property is surplus to the City's needs and authorizes its Manager to sign a deed quitclaiming title to the County of Cumberland.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA**, on this, the 11th day of January, 2021; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

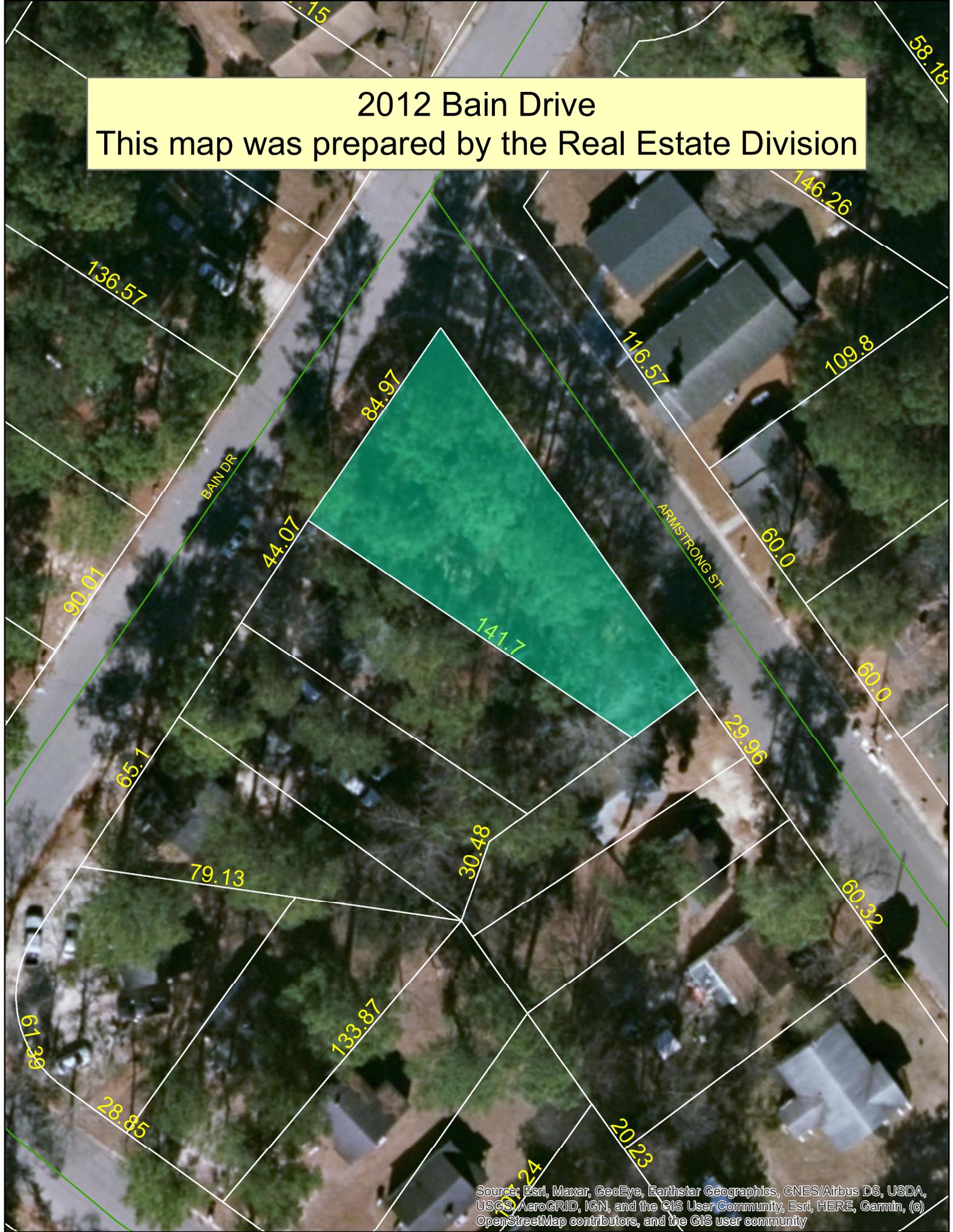
CITY OF FAYETTEVILLE

\_\_\_\_\_  
MITCH COLVIN, MAYOR

ATTEST:

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

2012 Bain Drive  
This map was prepared by the Real Estate Division



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

# City of Fayetteville

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

## City Council Action Memo

File Number: 20-1675

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**Agenda Date:** 1/11/2021

**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: Doug Hewett, ICMA-CM - City Manager**  
**Telly C. Whitfield, Ph.D. - Assistant City Manager**

**FROM: Michael Gibson - Parks, Recreation, and Maintenance Director**  
**Taurus L. Freeman, MPA, Planning & Zoning Division Manager**

**DATE: January 11, 2020**

**RE:**

**Adoption of the Center City Parks & Trails Master Plan**

**COUNCIL DISTRICT(S):**

2 - Shakeyla Ingram

5 - Johnny Dawkins

**Relationship To Strategic Plan:**

Goal 4 - Desirable Place to Live, Work, and Recreate

- Objective A: To enhance recreation, leisure, and cultural opportunities for all to thrive that reflects diversity.
- Objective B: To provide for a clean and beautiful community with increase green spaces.
- Objective C: To improve mobility and connectivity investing in traffic flows strategies, sidewalks, trails, and bike lanes.

**Executive Summary:**

The Center City Parks & Trails Plan was developed in partnership between the Parks, Recreation and Maintenance Division, Development Services, and the Linear Park Committee. The plan was developed by Urban Design Associates (UDA), with Stewart Engineering, and encompasses previous planning with future development. The study centers on the downtown area, extending north to Langdon Street, west to Glenville Ave, east to Dunn Road, and south to Campbell Terrace Road

**Background:**

The City of Fayetteville has a number of greenways that have been developed over the years. The Linear Park Committee, spearheaded by Mr. Harry Shaw, worked with the City for more than two decades developing a series of park spaces and trails along the banks of Cross Creek between Festival Park and the Cross Creek Cemetery. The current trail extends to the Riverside Dog Park and will eventually connect to the Cape Fear River and Cape Fear Botanical Gardens. The Fayetteville Downtown Urban Design Master Plan, adopted in 2019, recommends enhancements to Cross Creek Linear Park as well as the extension of the greenway to both the east and west.

The realignment of the Rowan Street Bridge provides additional opportunities for a point of entry on the northwest side of downtown, via trail way. In this area exists the opportunity to connect to the Little Cross Creek Trail currently ending in Mazarick Park. The Murchison Road Corridor Study, adjacent to the Mazarick Park area, recommends extending the greenway trail from the park to the North Carolina Veterans Park location downtown. Included in the plan is the utilization of flood-prone land along Cross Creek and Murchison Road for parks or greenspaces. The development of North Carolina Veterans Park, Phase II will allow for seamless access in this area.

**Issues/Analysis:**

The Center City Parks & Trails Master Plan is meant to be a blueprint for the future Center City Parks system. It focuses on enhancements of key parks, including the signature Cross Creek Linear Park and outlines how to utilize additional public lands and natural resources through programming and improvements. Goals of the plan include creating an identity and attractions, improving access and knitting together different parts of downtown and nearby neighborhoods to improve quality of life, health, and pedestrian safety, providing opportunities for programming and culture, beautification and improvements to the tree canopy and creating opportunities to improve the resiliency of the city and encourage revitalization.

The Plan has several key components:

- Major Recommendations:
  - Extend Cross Creek Linear Park;
  - Enhance existing parks;
  - New parks & public spaces;
  - New neighborhood Connections; and
  - Wayfinding
- Implementation:
  - Coordination and corridor preparation;
  - Develop a capital improvements plan for the corridor;
  - Develop a fundraising campaign in coordination with stakeholders and nonprofits;
  - Conduct public engagement activities to refine designs, determine programming and implementation priorities;
  - Develop RFPs for the design and construction drawings needed to construct various trail and park projects with the use of this document as a guide;

- Establish final construction costs for various phases of the corridor projects;
- Develop an Operations and Maintenance Plan and Program; and
- Execute construction of various trail and park projects.
- Design Palette:
  - Existing materials and conditions within the corridor were evaluated and leveraged to create a palette of hardscape materials, lighting fixtures, furnishings, plantings and other elements that can help define the “brand” of the parks, trails and public spaces near Downtown Fayetteville.

**Budget Impact:**

This study is currently funded.

**Options:**

- Adoption of the Center City Parks and Trails Master Plan as presented;
- Denial of the aforementioned plan;
- Recommend revisions and adoption of the plan; or
- Remand back to staff for further information.

**Recommended Action:**

Staff recommends that City Council adoption of the Center City Parks and Trails Master Plan as presented.

**Attachments:**

- Center City Parks & Trails Master Plan



City of  
*Fayetteville*  
North Carolina

# CENTER CITY PARKS & TRAILS MASTER PLAN

*Fayetteville, North Carolina*



# CCPT - Project Scope

## Public Space Audit & Concept Plan

- Identify potential for enhancements along existing trail
- Overall **framework for public spaces** and **connections** from Mazarick Park to the Cape Fear River

## Master Plan

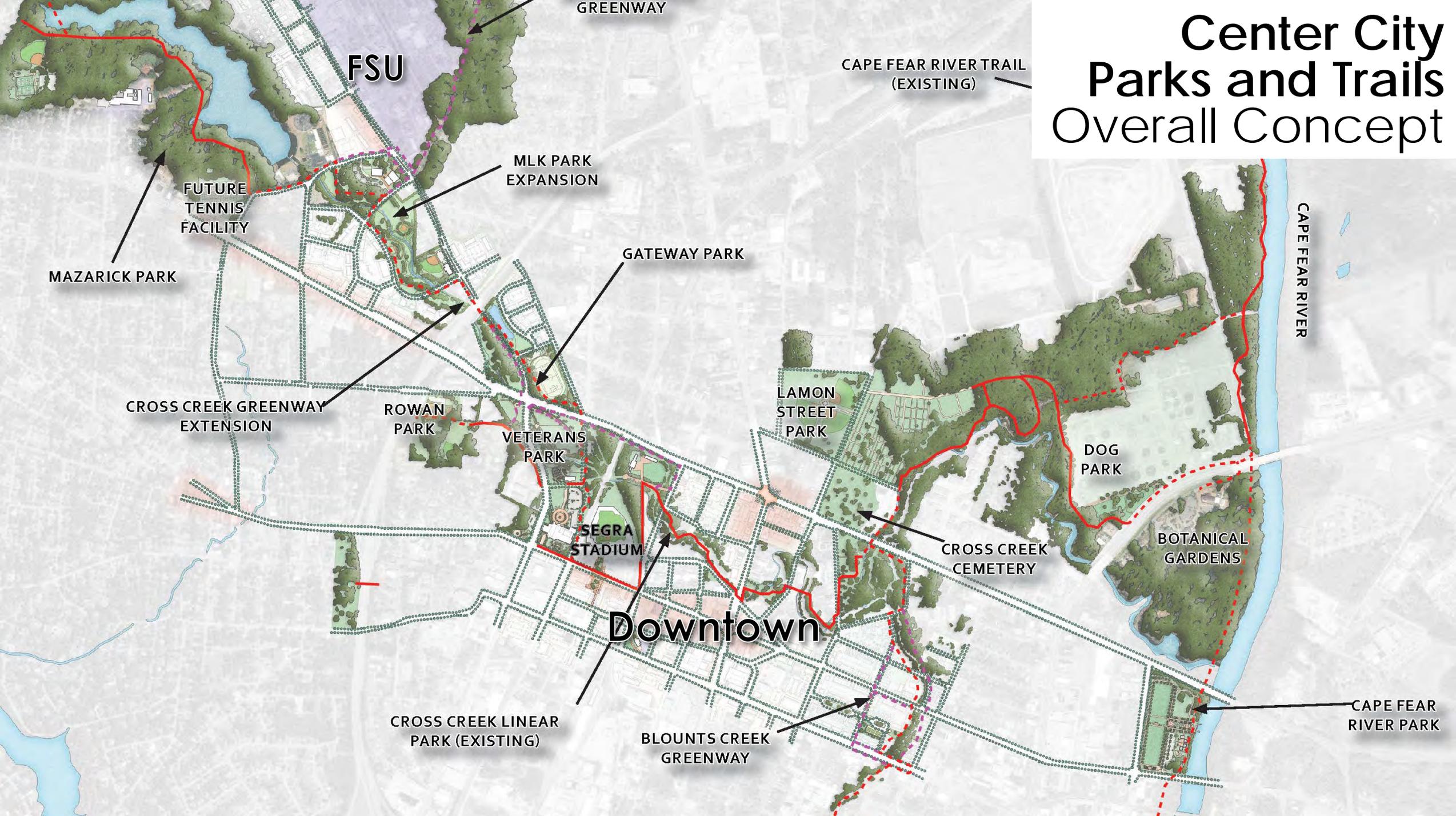
- Conceptual designs for public spaces
- Wayfinding recs
- Neighborhood connections

## Design Guide

- Cross-sections and trail types
- Planting themes, furnishings, etc



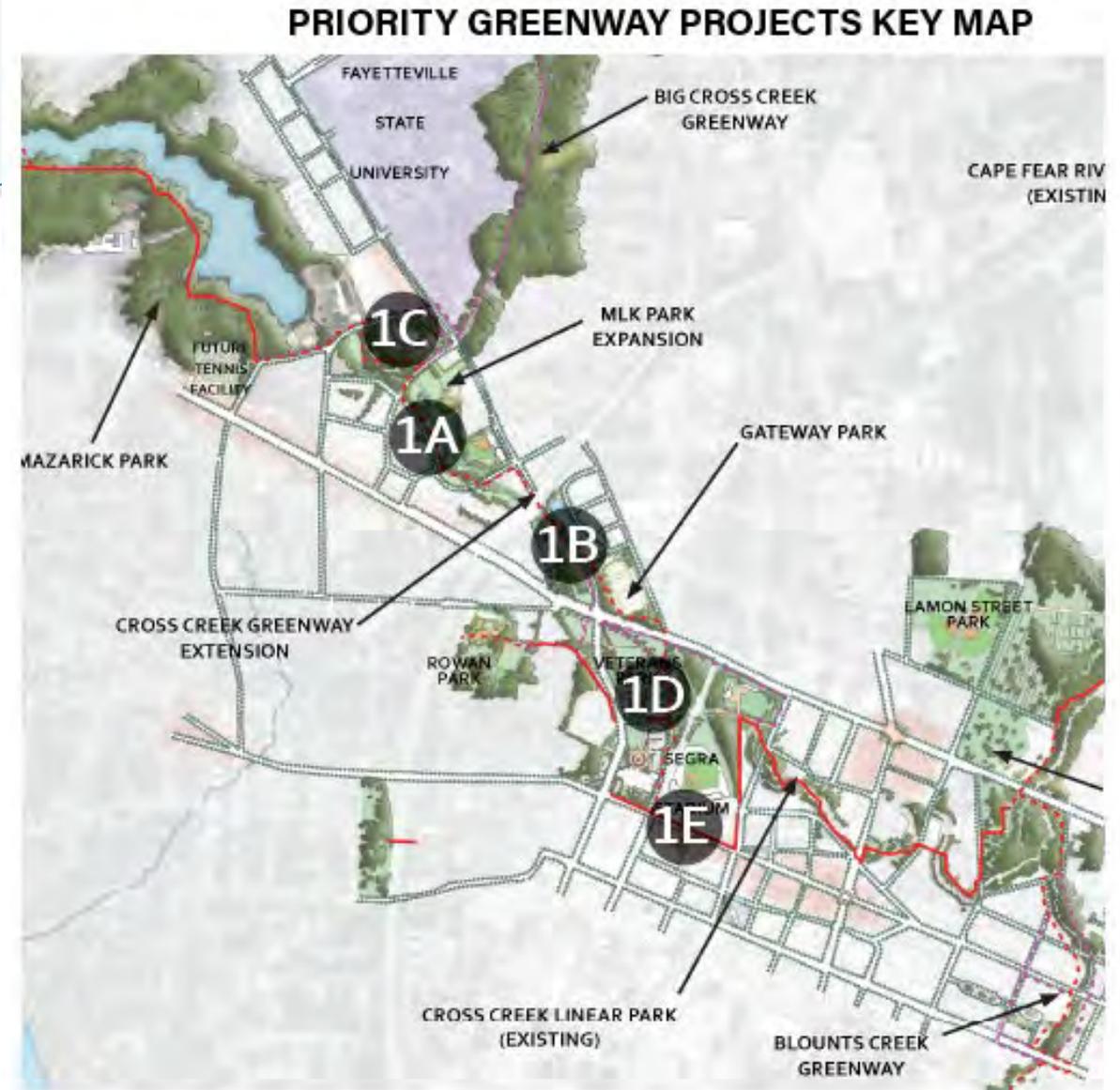
# Center City Parks and Trails Overall Concept



# Greenways

## PRIORITY PROJECTS

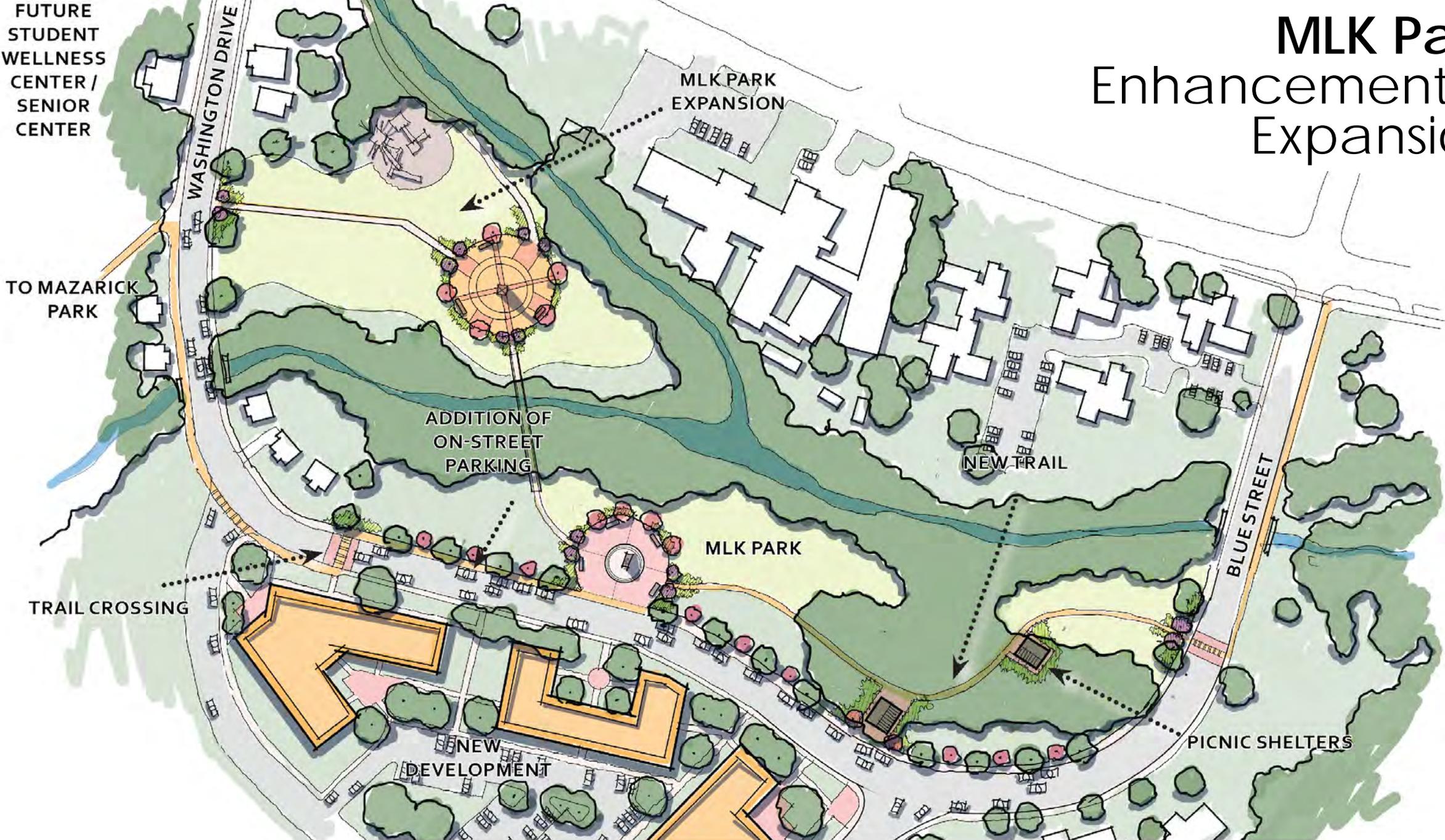
- **1A:** Northwest Cross Creek Greenway Extension Part A (Mazarick Park to Murchison Road) - Connect Mazarick Park to Murchison Road with a greenway or urban trail section
- **1B:** Northwest Cross Creek Greenway Extension Part B (Murchison Road to Veterans Park) - Connect Murchison Road to Veterans Park with a greenway or urban trail section
- **1C:** Fayetteville State University Connection - Connect the planned Cross Creek Greenway to the planned Student and Senior Center Site located at the corner of Murchison Road and Filter Plant Drive
- **1D:** Veterans Park Phase 2 and Hillsboro Street Segment - Accommodate greenway/trail through Veterans Park Phase 2 and convert one travel lane along Hillsboro Street to trail section
- **1E:** Hay Street Connection - Add signage along Hay Street



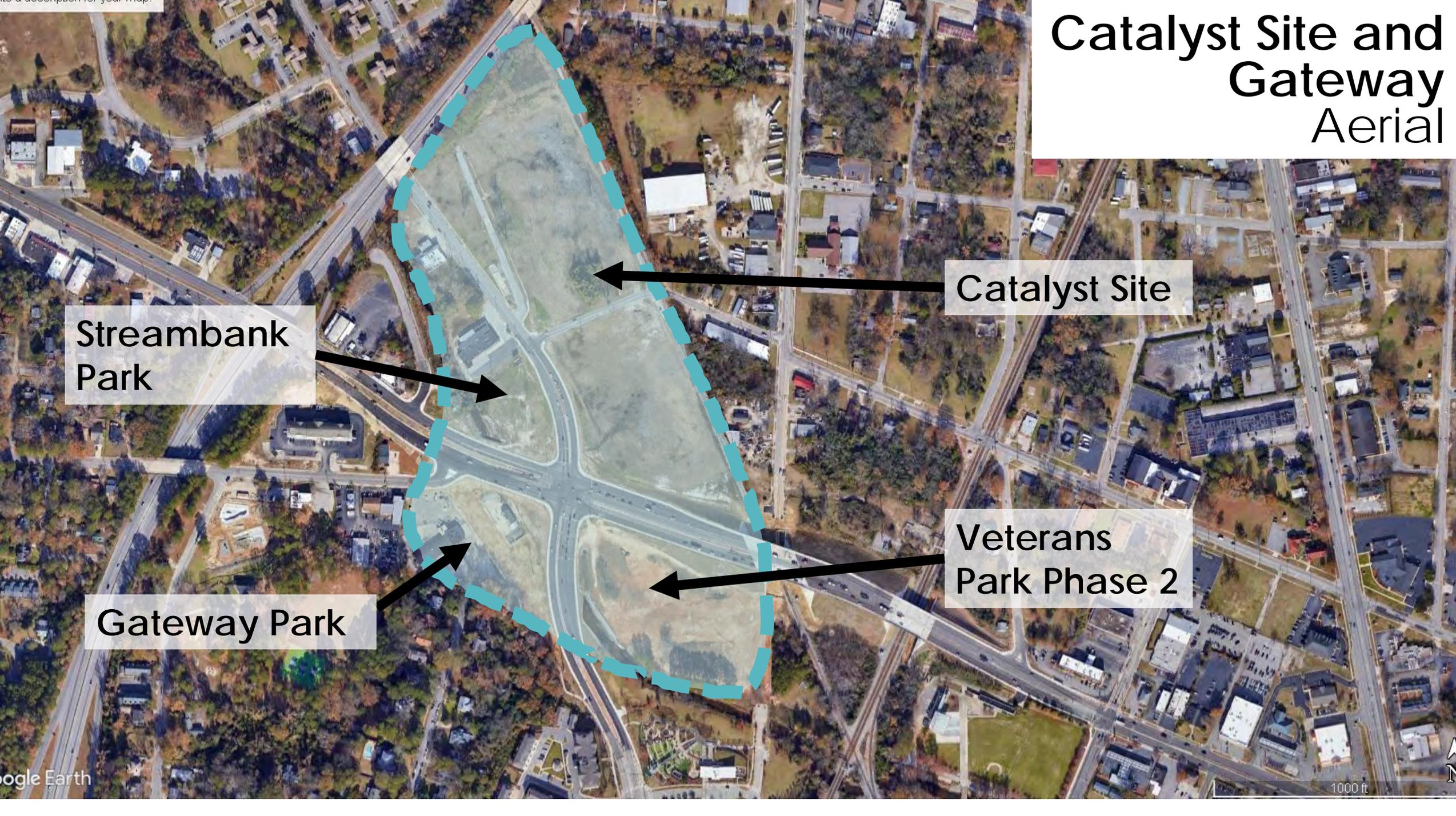
# Trailhead at FSU Student Wellness Center



# MLK Park Enhancement & Expansion



# Catalyst Site and Gateway Aerial

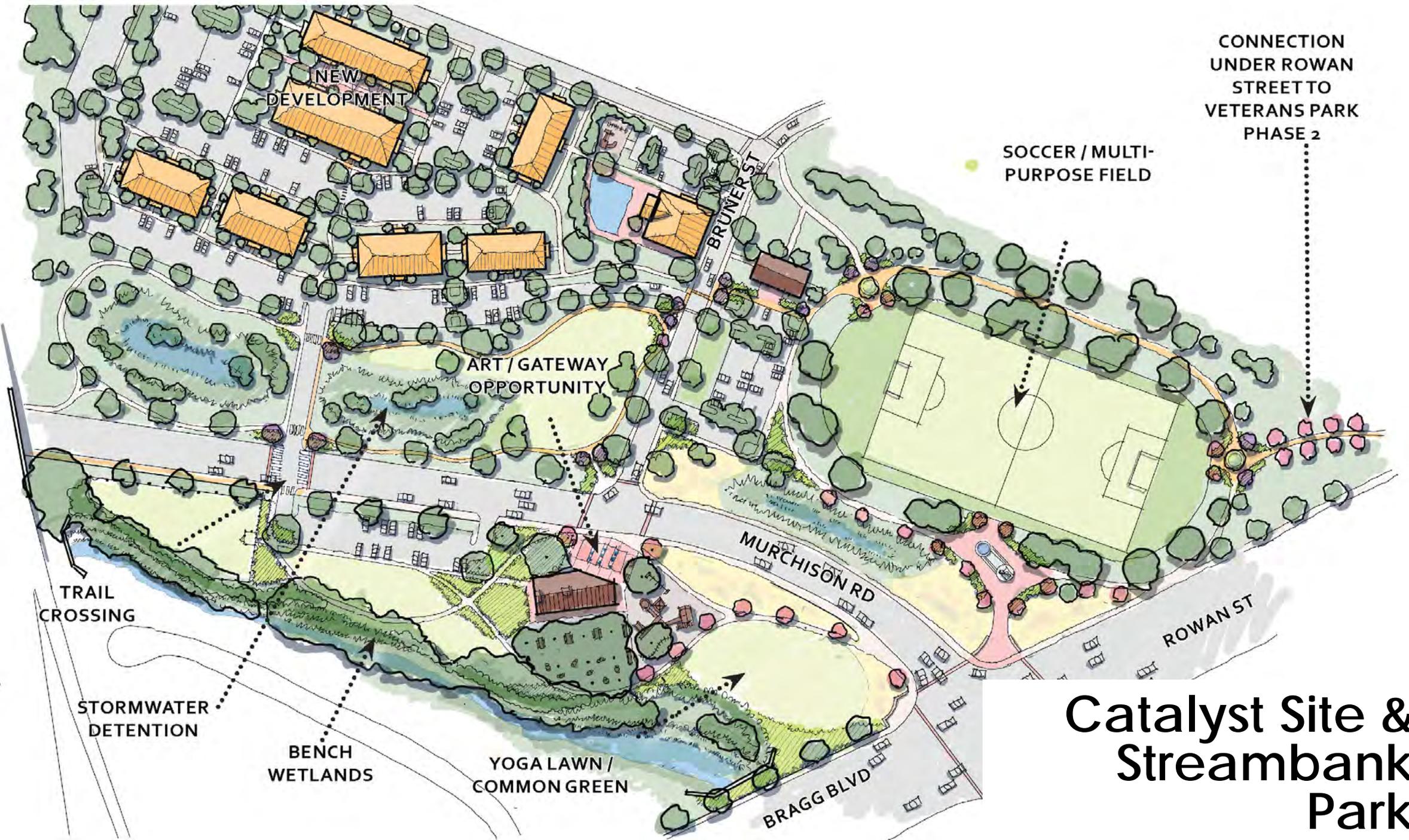


Streambank  
Park

Catalyst Site

Veterans  
Park Phase 2

Gateway Park



CONNECTION  
UNDER ROWAN  
STREET TO  
VETERANS PARK  
PHASE 2

SOCCER / MULTI-  
PURPOSE FIELD

TRAIL  
CROSSING

STORMWATER  
DETENTION

BENCH  
WETLANDS

YOGA LAWN /  
COMMON GREEN

# Catalyst Site & Streambank Park



**Streambank  
Park**

# City Gateway Concept

## Safety & Access Improvements

- Landing area / plaza at the corner of Bragg Blvd and Rowan St
- Improved visibility and access to Rowan Park

## Programming & Plantings

- Street / canopy trees along Bragg Blvd edge
- Multi-purpose lawn
- Gateway / entry feature or statue

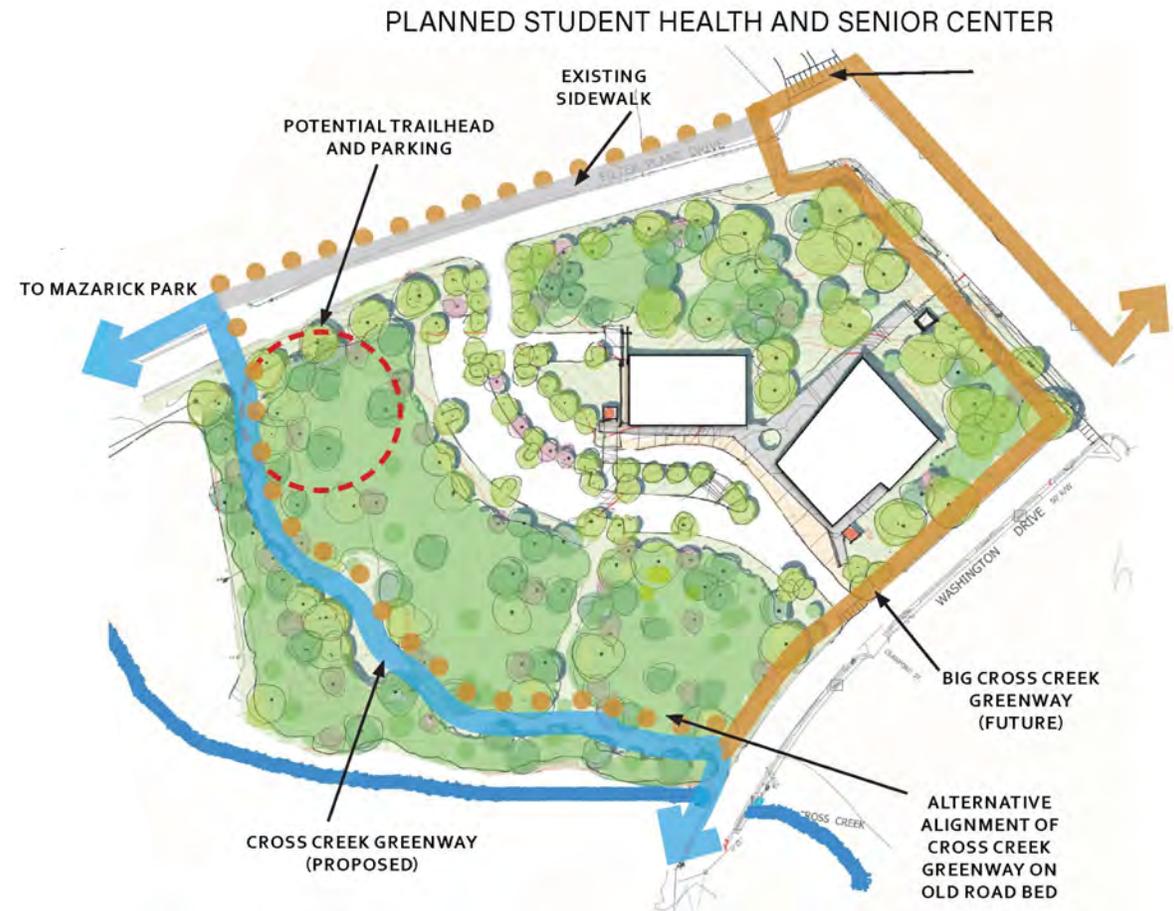
## Screening & Maintenance

- Understory and grass/meadow plantings to reduce lawn and use of mulch
- Potential screening of Slow Joe Customs building, depending on future use



# Next Steps

- Coordinate with Stakeholders
- FSU Student Wellness Center Trailhead
- Design and construct greenways & neighborhood connections
- Refine design and programming for new public spaces and implement wayfinding
- Art opportunities and tree plantings



# City of Fayetteville

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

## City Council Action Memo

File Number: 20-1679

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**Agenda Date:** 1/11/2021

**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: Elaina L. Ball, CEO/General Manager  
Fayetteville Public Works Commission**

**FROM: Fayetteville Public Works Commission**

**DATE: January 11, 2020**

**RE:**

**Bid Recommendation - Hydrogen Sulfide Control Program**

**COUNCIL DISTRICT(S):**

All

**Relationship To Strategic Plan:**

High Quality Built Environment

**Executive Summary:**

Bids were received for the purchase of chemicals, labor, materials, and equipment necessary to provide Hydrogen Sulfide Control at PWC Lift Stations. The recommended lowest responsive, responsible bidder is Cape Fear Water Solutions, Inc., Dublin, NC, in the total amount of \$560,670.41.

**Background:**

The Fayetteville Public Works Commission, during their meeting on December 9, 2020, approved the bid recommendation to award the purchase of chemicals, labor, materials, and equipment necessary to provide Hydrogen Sulfide Control at PWC Lift Stations to Cape Fear Water Solutions, Inc., Dublin, NC, the lowest responsive, responsible bidder, in the total amount of \$560,670.41, and authorized staff to forward this recommendation to the City Council for approval.

With the option to extend the contract for additional one (1) year periods, up to a

maximum of five (5) years, upon mutual agreement of both parties.

Bids were received on November 3, 2020, as follows:

<u>Bidders</u>	<u>Total Cost</u>
<b>NITRATE SOLUTION APPLIATION</b>	
Cape Fear Water solutions, Inc., Dublin, NC	\$289,132.72
Pencco, Inc., San Felipe, TX	\$380,950.08
Source Technologies, LLC, Lexington, KY	\$348,323.15
Evoqua Water Technologies, Sarasota, FL (alternate bid)	\$349,756.58
Evoqua Water Technologies, Sarasota, FL	\$454,396.87
<b>IRON SALT SOLUTION APPLICATION</b>	
Cape Fear Water Solutions, Inc., Dublin, NC	\$271,537.69
Pencco, Inc., San Felipe, TX	\$352,724.00
Source Technologies LLC, Lexington, KY	\$394,387.50
Evoqua Water Technologies, Sarasota, FL (alternate bid)	\$482,164.00
Evoqua Water Technologies, Sarasota, FL	\$618,076.00

**Issues/Analysis:**

Notice of the bid was advertised through our normal channels on October 12, 2020, with a bid opening date of November 3, 2020. Addendum No. 1 was issued on October 28, 2020, to respond to questions received from prospective bidders. Four (4) bids were received during the bid process. The previous contract price for the Nitrate Solution was \$2.1999 per gallon and Iron Salt Solution was \$1.1999; the current bid price per gallon for the Nitrate Solution is \$2.0459 and Iron Salt Solution is \$0.8559.

**Budget Impact:**

The Hydrogen Sulfide Control Program is budgeted in the FY21 Wastewater Construction and Maintenance Operating Budget in the amount of \$560,670.41.

**Options:**

N/A

**Recommended Action:**

The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the bid recommendation to award the purchase of chemicals, labor, materials and equipment necessary to provide Hydrogen Sulfide Control at PWC Lift Stations to Cape Fear Water Solutions, Inc., Dublin, NC, the lowest responsive, responsible bidder in

the total amount of \$560,670.41.

**Attachments:**

Bid Recommendation - Hydrogen Sulfide Control Program

**PUBLIC WORKS COMMISSION  
ACTION REQUEST FORM**

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

**DATE:** December 2, 2020

**FROM:** Trent K. Ensley, Procurement Manager

.....  
**ACTION REQUESTED:** Approve contract award for contract through the end of Fiscal Year 2021 for chemicals, labor, materials, and equipment necessary to provide Hydrogen Sulfide Control at PWC Lift Stations, with the option to extend the contract for additional one (1) year periods, up to a maximum of five (5) years, upon mutual agreement of both Parties.

.....  
**BID/PROJECT NAME:** Hydrogen Sulfide Control Program

**BID DATE:** November 3, 2020    **DEPARTMENT:** Water/Wastewater Facilities Maintenance

.....  
**BUDGET INFORMATION:** Funding for this project is from the FY21 Operating Budget in the amount of \$560,670.41 (002.0621.0469..810102.9999...)

.....

<b>BIDDERS</b>	<b>TOTAL COST</b>
<b>Nitrate Solution Application</b>	
Cape Fear Water Solutions, Inc., Dublin, NC	\$289,132.72
Pencco, Inc., San Felipe, TX	\$380,950.08
Source Technologies LLC, Lexington, KY	\$348,323.15
Evoqua Water Technologies, Sarasota, FL (alternate bid)	\$349,756.58
Evoqua Water Technologies, Sarasota, FL	\$454,396.87
<b>Iron Salt Solution Application</b>	
Cape Fear Water Solutions, Inc., Dublin, NC	\$271,537.69
Pencco, Inc., San Felipe, TX	\$352,724.00
Source Technologies LLC, Lexington, KY	\$394,387.50
Evoqua Water Technologies, Sarasota, FL (alternate bid)	\$482,164.00
Evoqua Water Technologies, Sarasota, FL	\$618,076.00

**Total Contract Award (Nitrate Solution + Iron Salt Solution) \$560,670.41**

.....  
**AWARD RECOMMENDED TO:** Cape Fear Water Solutions, Inc., Dublin, NC

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

.....  
**COMMENTS:** The Commission is asked to approve award for contract through the end of Fiscal Year 2021 for chemicals, labor, materials, and equipment necessary to provide Hydrogen

Sulfide Control at PWC Lift Stations, with the option to extend the contract for additional one (1) year periods, up to a maximum of five (5) years, upon mutual agreement of both Parties. Award is recommended to the lowest, responsive, responsible bidder, Cape Fear Water Solutions, Inc., Dublin, NC. Notice of the bid was advertised through our normal channels on October 12, 2020 with a bid opening date November 3, 2020. Addendum No. 1 was issued on October 28, 2020 to respond to questions received from prospective bidders. Four (4) bids were received during the bid process. The previous contract price for the Nitrate Solution was \$2.1999 per gallon and Iron Salt Solution was \$1.1999; the current bid price per gallon for Nitrate Solution is \$2.0459 and Iron Salt Solution is \$0.8559. Upon approval by Commission and City Council, PWC shall issue a Purchase Order to Cape Fear Water Solutions, Inc., Dublin, NC, the lowest, responsive, responsible bidder.

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

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

**BID HISTORY**  
**HYDROGEN SULFIDE CONTROL PROGRAM**  
**BID DATE: NOVEMBER 3, 2020, AT 2:00PM**

**Consulting Engineer**

N/A

**Advertisement**

- |    |                               |  |
|----|-------------------------------|--|
| 1. | PWC Website<br>Addendum No. 1 | 10/12/2020 through 11/03/2020<br>10/28/2020 through 11/03/2020 |
| 2. | The Fayetteville Press        | General Monthly Ad   |

**List of Prospective Bidders**

1. Cape Fear Water Solutions, Inc., Dublin, NC
2. Pencco, Inc., San Felipe, TX
3. Source Technologies LLC, Lexington, KY
4. Evoqua Water Technologies, Sarasota, FL
5. Univar Solutions, Downers Grove, IL
6. Lhoist, Ripplemead, VA
7. Trinity Manufacturing, Hamlet, NC
8. Carus LLC, Belmont, NC
9. Premier Magnesia, Dallas, TX
10. Brenntag Mid-South, Inc., Durham, NC
11. Southern Ionics Incorporated, West Point, MS
12. Purologix water Services, Inc., Garner, NC
13. Share Corporation, Milwaukee, WI
14. Continental Chemicals, LLC, Charlotte, NC
15. Atlantic Coastal Supply, Greenville, NC
16. Aquarius Technologies LLC, Saukville, WI
17. A&M Scientific Supply, Durham, NC
18. Paragon Site Solutions, LLC, Rock Hill, SC
19. Power Systems Solutions LLC, Charlotte, NC
20. East Coast Service Group Logistics LLC, Raleigh, NC
21. Blue Stream Environmental, Kernersville, NC

**PWC Procurement Mailing List- Registered vendors via the PWC website and BBR registrants. (approximately 1000+ contacts)**

**Small Business Administration Programs:**

Small Business Administration Regional Office (SBA)  
NC Procurement & Technical Assistance Center (NCPTAC)  
Veterans Business Outreach Center (VBOC)  
Small Business Technology Center (SBTDC)  
Women's Business Center of Fayetteville (WBC)

**Local Business and Community Programs**

FSU Construction Resource Office (FSUCRO)

FSU Economic Development Administration Program (FSUEDA)  
FSU Career Pathways Initiative  
NAACP, Fayetteville Branch  
FTCC Small Business Center (SBC)  
Greater Fayetteville Chamber  
Hope Mills Chamber  
Spring Lake Chamber  
Hoke Chamber  
Fayetteville Business & Professional League (FBPL)  
Latinos United for Progress  
Latino Community Connects  
The Center for Emerging Business  
Fayetteville Black Business Website

**State Business and Community Programs**

NC Institute of Minority Economic Development (The Institute) Durham, NC  
NAACP, State Branch Raleigh, NC  
National Utility Contracting Association- NC Chapter (NUCA)  
Durham Chapter of the National Association of Women in Construction (NAWIC)  
South Atlantic Region of National Association of Women in Construction (NAWIC)  
The Hispanic Contractors Association of the Carolinas (HCAC)  
United Minority Contractors of North Carolina  
International Women in Transportation- Triangle Chapter  
International Erosion Control Association (IECA)

**Media**

Fayetteville Observer  
WIDU, AM1600  
IBronco Radio at FSU  
Fayetteville Press News  
Up & Coming Weekly  
Bladen Journal

**SDBE/Local Participation**

**SDBE/Local:** Cape Fear Water Solutions, Inc. is not a local firm or classified as a SDBE, minority or women-owned business.

# City of Fayetteville

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

## City Council Action Memo

File Number: 20-1681

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**Agenda Date:** 1/11/2021

**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: Douglas J. Hewett, ICMA - CM, City Manager**

**FROM: Gina V. Hawkins, Chief of Police  
Tracey Broyles, Budget and Evaluation Director**

**DATE: January 11, 2021**

**RE:**

**Adoption of Special Revenue Fund Project Ordinance Amendment 2021-3 for the WORTH Court Grant from the Juvenile Crime Prevention Council of the NC Department of Public Safety**

**COUNCIL DISTRICT(S):**

All

**Relationship To Strategic Plan:**

Goal 1: Safe and Secure Community

**Executive Summary:**

Council is asked to adopt Special Revenue Fund Project Ordinance Amendment 2021-3 to approve changes in the scope and reduced project funding amounts for the Juvenile Crime Prevention Council (JCPC) WORTH Court grant.

**Background:**

The Police Department was previously awarded a \$10,000 grant from the NC Department of Public Safety JCPC program, with a \$2,000 required local match, to fund emergency housing for juveniles to support the WORTH Court program. The Special Revenue Fund Project Ordinance appropriating the grant was adopted on September 14, 2020. On October 6, 2020, the Police Department notified the NC Juvenile Crime Prevention Council of the intent to return those grant funds as it was determined that emergency housing would be provided through the use of Medicaid funding by the Department of Social Services.

Subsequently, on November 18, 2020, the Police Department was notified of grant award from the same funding source, at a lesser amount of \$9,360 requiring a local match in the amount of \$1,872. The revised approved scope of the grant is to provide funding to support the WORTH Court Juvenile Case Manager position. This position is contracted by Cumberland County, not by the City of Fayetteville.

The overall purpose of the WORTH Court program is to address juvenile and adult human trafficking issues within Cumberland County and remains unchanged.

**Issues/Analysis:**

None

**Budget Impact:**

The decreased grant award from the JCPC will result in a \$128 reduction in the required local match. As the local match was provided by a transfer from the General Fund, the excess funds will be returned to the General Fund.

**Options:**

- 1) Adopt Special Revenue Fund Project Ordinance Amendment 2021-3.
- 2) Do not adopt Special Revenue Fund Project Ordinance Amendment 2021-3 and provide further direction to staff.

**Recommended Action:**

Staff recommends that Council move to adopt Special Revenue Fund Project Ordinance Amendment 2021-3 as presented.

**Attachments:**

Special Revenue Fund Project Ordinance Amendment 2021-3  
JCPC Award Letter November 18, 2020

**SPECIAL REVENUE FUND PROJECT ORDINANCE AMENDMENT  
CHANGE 2021-3 (ORD 2021-6)**

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

Section 1. The project change authorized is to Special Revenue Fund Project Ordinance 2021-6, adopted on September 14, 2020, for support of the WORTH Court Program by providing funding for a Juvenile Case Manager as approved by a grant from the North Carolina Department of Public Safety through its Juvenile Crime Prevention Council programs.

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

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

	<u>Listed As</u>	<u>Amendment</u>	<u>Revised</u>
NC Department of Public Safety	\$ 10,000	\$ (640)	\$ 9,360
Local Match-City of Fayetteville General Fund Transfer	2,000	(128)	1,872
	<u>\$ 12,000</u>	<u>\$ (768)</u>	<u>\$ 11,232</u>

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

Project Expenditures	<u>\$ 12,000</u>	<u>\$ (768)</u>	<u>\$ 11,232</u>
----------------------	------------------	-----------------	------------------

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

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 11th day of January, 2021.

Glenn Adams,  
JCPC Chair



CUMBERLAND COUNTY

# JUVENILE CRIME PREVENTION COUNCIL

*Bringing resources together for at-risk youth*

Nichelle Gaines,  
JCPC Coordinator

Mike Fiala,  
JCPC Vice Chair

November 18, 2020

Ms. Tammy Pippen, Accreditation & Grant Manager  
Fayetteville Police Department  
467 Hay Street  
Fayetteville, NC 28301-5537

Dear Ms. Pippen:

Please let this letter serve as notification that the Juvenile Crime Prevention Council met on November 10, 2020 and voted to award FY20-21 Unallocated Funding in the amount of \$9,360 to help support the WORTH Court staffing for a Juvenile Case Manager position.

\*\*Please prepare the necessary Budget Revision in NCALLIES as soon as possible. \*\*

**\*\*All budget revision entries regarding this additional funding will have to be in the system and all DocuSign signatures will need to be processed by December 31, 2020.\*\***

Please let us know when the process has been initialized in NCALLIES.

Congratulations!

Sincerely,

Mike Fiala  
Vice Chairman, Cumberland County Juvenile Crime Prevention Council

# City of Fayetteville

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

## City Council Action Memo

File Number: 20-1682

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**Agenda Date:** 1/11/2021

**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:** Telly C. Whitfield, Ph.D., Assistant City Manager

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

**DATE:** January 11, 2021

**RE:**

**Massey Hill Millhouse Preservation Project**

**COUNCIL DISTRICT(S):**

District 2

**Relationship To Strategic Plan:**

Goal 4 - The City of Fayetteville will be a highly desirable place to live, work and recreate with thriving neighborhoods and a high quality of life for its citizens.

**Executive Summary:**

The Massey Hill Heritage Preservation Project has acquired a turn of the century Millhouse to be restored and designated as a community museum and meeting space. The Project has raised funds in excess of \$80,000 through private donation efforts for this endeavor. It is the intent of the group to restore the structure and donate it to the City of Fayetteville, where it will be used through its Historical Properties Division.

**Background:**

The Massey Hill area was once heavily occupied with textile mills, and rich with their history. A turn of the century millhouse, originally owned by a textile mill, has now been acquired by the Massey Hill Heritage Preservation Project and will soon be restored. Once restored to glory, it is the intent of the group to donate the structure to the City of Fayetteville.

The Massey Hill Preservation Project has raised funds in excess of \$80,000 through private donation efforts for this project. Mitigation efforts are currently underway to rectify environmental concerns on the millhouse. That work is being performed at the current site of the structure. Following approval from City Council and completion of mitigation work, the millhouse would be moved to the desired location on Camden Road at the Massey Hill Recreation Center. After relocation, restoration would proceed at an aggressive pace with the intent to open the facility to the public in late spring or early summer, pending any delays due to COVID-19 restrictions.

**Issues/Analysis:**

N/A

**Budget Impact:**

The funding for relocation, restoration, and refurbishment will be covered by the Massey Hill Heritage Preservation Project. Once restored and accepted via donation, the City would operate the facility for an estimated \$5,835.00 annually.

**Options:**

City Council moves to approve the location of the millhouse at 1612 Camden Road and the acceptance of the donation of the facility following restoration.

City Council does not move to approve the location of the millhouse at 1612 Camden Road and the acceptance of the donation of the facility following restoration, and provides direction to staff.

**Recommended Action:**

Staff recommends City Council move to approve the location of the millhouse at 1612 Camden Road and the acceptance of the donation of the facility following restoration.

**Attachments:**

Artist Rendering\_Massey Hill Millhouse\_12-28-2020.jpg

Massey Hill Millhouse Narrative\_12-28-2020.pdf

# *Massey Hill Heritage Preservation Project*



Over a century has passed since the textile industry moved onto the farmland of Massey Hill. During those early years “mill villages” sprung up around the mills and thousands of families relied on the textile jobs to raise their families in the area, attending school together and forming a close-knit bond and spirit that lives today in their descendants and the current residents of Massey Hill.

The past several years has seen refocused efforts to reflect on the Massey Hill community’s proud history and a genuine commitment to ensure our unique story will continue to be shared and appreciated with future generations. The public art in the roundabout commemorating our proud Pirate history was our most recent project.

We’ve created the *Friends of Massey Hill Endowment Fund* at the Cumberland Community Foundation and the *Massey Hill Heritage Preservation Project* – our own 501(c)(3) to provide funding for major projects to improve our community now and forever.

Our next project is the acquisition and relocation of a mill village house to serve as a community center and museum in the Massey Hill community. We have worked with Massey Hill Baptist Church and the City of Fayetteville and have located a mill house and a site on the Massey Hill Recreation Center to locate it. (See rendering above.)



# City of Fayetteville

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

## City Council Action Memo

File Number: 20-1684

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**Agenda Date:** 1/11/2021

**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 J. Hewett, City Manager**

**FROM: Kevin Arata, Corporate Communications Director**

**DATE: January 11, 2021**

**RE:**

**Regional Branding Launch**

**COUNCIL DISTRICT(S):**

All

### **Relationship To Strategic Plan:**

The regional rebranding effort has an effect upon all of our strategic goals: Goal I (Safe and Secure Community), Goal II (Diverse and Viable Economy), Goal III (High Quality Built Environment), Goal IV (Desirable Place to Live, Work and Recreate), Goal V (Sustainable Organizational Capacity) and Goal VI (Citizen Engagement & Partnerships). The narrative that is derived from our new regional brand can positively affect each goal in some manner to help improve our image to those within and those outside of our community.

### **Executive Summary:**

The City partnered with the County, Fayetteville-Cumberland Economic Development Corporation, The Arts Council, Cool Spring Downtown District, Fayetteville-Cumberland Convention & Visitors Bureau, Tourism & Development Authority, Greater Fayetteville Chamber and Vision 2026 to rebrand our region. The process, led by FCEDC, began almost 2 years ago when we partnered with North Star Ideas for the rebranding effort. The new regional brand was launched on Dec. 1, 2020 by all partner organizations, which are now in the process of launching their specific brands within and outside of the community.

### **Background:**

From the city perspective, our visual brand has been the City script logo for at least as far back as 1999. The logo is old and outdated. Additionally, the visual brands across the

partner organizations as listed above are not consistent with the visual aspects of our scripted logo. This regional rebranding is an effort to bring those disparate visual brands into a similar and complimentary design, which helps promote us uniformly across and outside of our region. The use of a common narrative across the region has also been varied: History, Heroes and a Hometown Feeling, All-America City, and other mantras, have been used to describe the region at various points in our history over the past 20+ years. Our region does not have a consistent message we can share with those in and outside our community; what is the region's elevator pitch? North Star Ideas began this rebranding process with us almost 2 years ago. They started with an on-the-ground reconnaissance of the area, conducting interviews, an electronic survey and charrettes with elected officials and residents, which includes community leaders, business owners, millennials, and other groups that represent our diverse community - from across the county, city, surrounding municipalities and Fort Bragg. The entire process brought together more than 4,000 responses across the region to help find our commonalities. The result of that culling from the entire community put North Star on the path to identifying our true strengths; what did we have to offer those around us, and those considering moving themselves and / or a business to the region? The result; we are a caring, giving community that gets things done. The overarching message to accompany *Can Do Carolina* (region), *Together We Can* (county) and *America's Can Do City* (city) is what have been identified as the pillars of our brand; We find a way, We care for one another, We protect the world, and We always go further.

**Issues/Analysis:**

The rebranding process is a slow and methodical one that will take years for the full effect of the visuals of the brand to be fully changed over from the previous City script logo. Equally important, though, is the change in narrative that accompanies the brand launch; *Can Do Carolina* (regional), *Together We Can* (county) and *America's Can Do City* (city). As we move this brand forward, council and staff are recommended to include narrative along those lines (region / city taglines) in outside speaking engagements, media interviews, advertising and in their day-to-day engagements with residents.

**Budget Impact:**

\$75,000 has been budgeted for brand launch within the City over the next fiscal year. Partner organizations will use their own resources to promote their brands.

**Options:**

The information being presented is an informational update on our regional brand launch. The only action being asked by council is the approval of the joint resolution that will also be signed by our partner organizations.

**Recommended Action:**

Recommend council consider adopting the joint resolution that will be shared with our partner organizations as a commitment to using the regional brand across and outside

our community. Recommend the newly designed regional brand and its associated taglines, as mentioned above (*Can Do Carolina* (regional) and *America's Can Do City* (city), be included as much as possible in all that council and staff do with resident interactions.

**Attachments:**

See attached PPT and proposed joint resolution



Title

Date



- Regional approach to this entire process.
- Began almost 2 years ago with FCEDC leading effort. Need was there to pull narratives / logos together to help tell coordinated story.
- Conducted national search with RFP process, brought in outside organization to help.
- Many places do cities or counties. Not many do such a larger number of partners. Tough, why it took so long.
- Methodical process to pull in opinions of others: more than 4,000 people across community involved in process – electronic surveys, in-person interviews, charrettes, across city/county/Fort Bragg.
- Graduated roll-out
- \$75K in Corp Comm budget to help launch rebrand





## Branding Project Genesis:

"ONE Fayetteville"

"Your Town, Your Crown"

"Always On"

"Cumberland County Proud"

"A Cool Place To Eat, Shop, Live, and Play"

"Where Accessibility Meets Affordability"

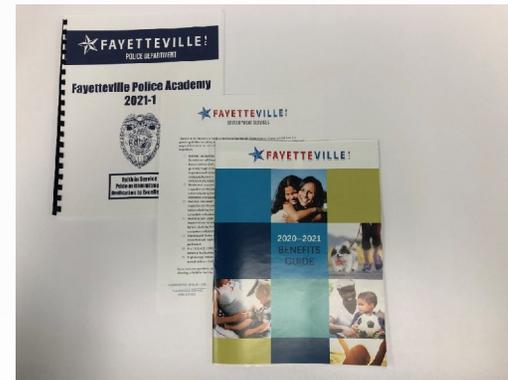
"History, Heroes, and a Hometown Feeling"





# "Can Do" Brand Partners





**FAYETTEVILLE**  
AMERICA'S CAN DO CITY

**PROGRESS REPORTS**

Project

Sykes Pond Rd Bridge

- FAYETTEVILLE**  
PUBLIC SERVICES
- FAYETTEVILLE**  
CITY MANAGER'S OFFICE
- FAYETTEVILLE**  
DEVELOPMENT SERVICES
- FAYETTEVILLE**  
OFFICE OF THE MAYOR
- FAYETTEVILLE**  
POLICE DEPARTMENT
- FAYETTEVILLE**  
CITY ATTORNEY'S OFFICE
- FAYETTEVILLE**  
HUMAN RESOURCE DEVELOPMENT
- FAYETTEVILLE**  
ENGINEERING & INFRASTRUCTURE
- FAYETTEVILLE**  
CORPORATE COMMUNICATIONS
- FAYETTEVILLE**  
BUDGET & EVALUATION
- FAYETTEVILLE**  
FIRE DEPARTMENT
- FAYETTEVILLE**  
ECONOMIC & COMMUNITY DEVELOPMENT

**FAYETTEVILLE**  
AMERICA'S CAN DO CITY

**Anne S. Laurie**  
Senior Administrative Assistant  
Corporate Communications  
433 Hay Street | Fayetteville, NC 28301  
910-433-1451



# Branding since Dec. 1



# In Progress Now...



- GOBO
- Canopy change-out
- City ID badges
- Signs for front and back of City Hall
- Continue w/ print advertising
- Lapel pins 
- Banners for light poles in front / back of city hall



City vehicles

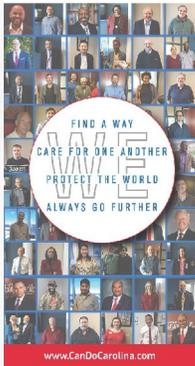
Water Tower near PWC

Stories that support America's Can Do City narrative

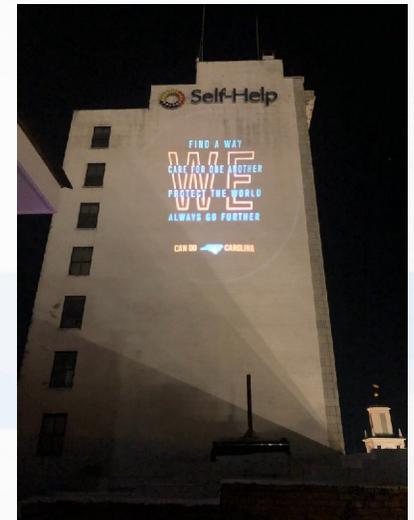




**FAYETTEVILLE**  
CUMBERLAND CO.  
CAN DO CAROLINA



**THE COMMUNITIES**  
CAN DO CAROLINA  
OF CUMBERLAND CO.  
NORTH CAROLINA



- So much more than the logo; it's about the narrative:
  - Can Do Carolina
  - Together We Can
  - America's Can Do City
- How to tell that story.
- Working together with partners to share that story.





 **FAYETTEVILLE** <sup>N</sup><sub>C</sub>  
AMERICA'S CAN DO CITY

[FayettevilleNC.gov](http://FayettevilleNC.gov)

**RESOLUTION OF THE CITY COUNCIL, CITY OF FAYETTEVILLE, NORTH CAROLINA TO SUPPORT THE ADOPTION OF REGIONAL BRANDING, AN EFFORT LED BY FAYETTEVILLE-CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION, WHICH INCLUDED THE CITY OF FAYETTEVILLE AND CUMBERLAND COUNTY AND OTHER PARTNERS AS LISTED BELOW**

**WHEREAS**, the regional branding effort between Cumberland County, the City of Fayetteville, the Cool Spring Downtown District, The Arts Council, the Fayetteville Area Convention and Visitors Bureau, the Fayetteville Cumberland Economic Development Corporation, the Greater Fayetteville Chamber, the Tourism and Development Authority, and Vision 2026 has been completed and officially launched as of December 1, 2020; and

**WHEREAS**, all partner organizations previously mentioned have agreed that a regional rebranding effort was critical to the success of our organizations and the team effort that went into this process to make it a success; and

**WHEREAS**, a two-year collaborative research-intensive review and content-creation process was conducted by North Star Ideas, a firm that has conducted many successful municipal and regional rebranding efforts across the country, which was paid for by the regional partners of Cumberland County, the City of Fayetteville, the Cool Spring Downtown District, The Arts Council, the Fayetteville Area Convention and Visitors Bureau, the Fayetteville Cumberland Economic Development Corporation, the Greater Fayetteville Chamber, the Tourism and Development Authority, and Vision 2026; and

**WHEREAS**, the brand was tested and vetted by North Star Ideas and by partner organizations; and

**WHEREAS**, a survey by North Star Ideas showed people who live in our community think less of the area than do people who live outside the region, which , demonstrated a need to rebrand our city and county in a favorable manner to help dispel previously-held misconceptions of our community;

**WHEREAS**, past branding efforts have been abandoned over time or modified beyond recognition, thus causing brand weakening and lack of cohesiveness; and

**WHEREAS** this regional rebrand among the partner organizations will be implemented over time by all partner organizations in accordance with North Star Ideas' recommended individual branding standards and at the regional level in partnership with the other partner organizations.

**NOW THEREFORE, BE IT RESOLVED** that to the fullest extent possible, the partner organizations all agree to work within their organizations and as regional partners to implement the "Can Do" brand, with an annual review to be conducted by the Fayetteville Cumberland Economic Community Development Corporation to ensure brand activation and brand consistency.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA**, this the \_\_\_\_ day of \_\_\_\_\_, 2020; such meeting was held in compliance with the Open Meetings Act at which a quorum was present and voting.

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: 20-1687

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**Agenda Date:** 1/11/2021

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Consent

**Agenda Number:** 6.08

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

**THRU:** Telly Whitfield, Ph.D., Assistant City Manager

**FROM:** Cliff Isaac, PE, Construction Management Department Director  
Kimberly Toon, CLGPO, Purchasing Manager

**DATE:** January 11, 2021

**RE:**

**Award the Design Contract for Senior Center East to SFL+A Architects**

**COUNCIL DISTRICT(S):**

All

**Relationship To Strategic Plan:**

Goal 4 - The City of Fayetteville will be a highly desirable place to live, work and recreate with thriving neighborhoods and a high quality of life for its citizens

**Executive Summary:**

City Council is asked to approve the award of, and authorize the execution of, the design contract for the Senior Center East. The recommended responsible consultant is SFL+A Architects of Fayetteville, NC.

**Background:**

In 2015 a package of Parks & Recreation bond projects was developed for voter consideration. The package included several new projects as well as renovations to certain existing parks/facilities. Voters approved the package and work has been completed for a number of projects to date.

The Parks & Recreation Bond Referendum included an Eastern Senior Center. The City decided to partner with Fayetteville State University (FSU) in the effort to find a joint site where the two would share common areas for two buildings; one by the City and one by FSU. City staff and FSU identified parcels along Washington Street near FSU for potential placement of these projects. Today, the desired parcels have been acquired by

the City and FSU. Senior Center East will be built on the recombined parcel adjacent to new FSU's building. Both buildings will use the property for various activities such as parking and walking trails. The City's commitment to building strong community partnerships will make this joint collaboration successful for our citizens.

The Request for Qualifications (RFQ) submittals were due no later than March 22, 2019 at 5:00 pm and after careful consideration, the review committee chose to interview the following seven Architectural firms:

Cromwell Architects Engineers, Inc., Fayetteville, NC  
HH Architecture, Raleigh, NC  
RRMM Architects, Raleigh, NC  
SFL+A Architects, Fayetteville, NC  
Smith Sinnett Architecture, Raleigh, NC  
Summit Design and Engineering Services, PLLC, Hillsborough, NC  
Szostak Design, Chapel Hill, NC

From the interviews and review of past experience, the review committee chose to move forward with SFL+A Architects.

**Issues/Analysis:**

Delaying approval of the Design Contract presented may result in a delay of the initiation of the planned bid process for the project. Any delay to the project timeline may result in increased construction costs as prices rise.

**Budget Impact:**

On November 23, 2020, Council approved Capital Project Ordinance Amendment 2021-43 to increase the total project appropriation for Senior Center East to \$6,197,900. The project is to be fully funded through Parks and Recreation bond proceeds.

**Options:**

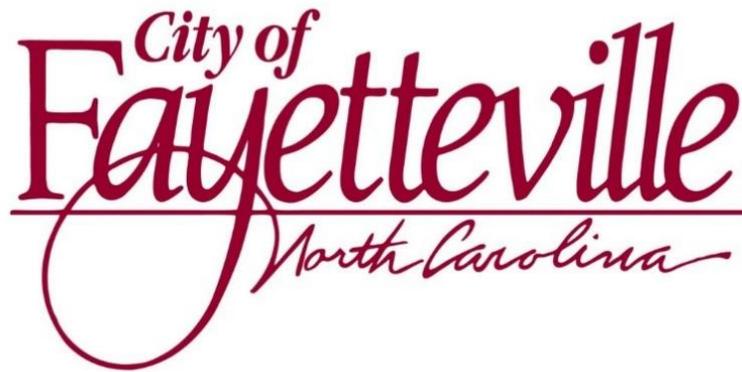
1. Authorize staff to award and execute a contract with SFL+A Architects for the design of Senior Center East.
2. Do not authorize staff to award and execute a contract with SFL+A Architects for the design of Senior Center East and provide further direction.

**Recommended Action:**

Staff recommends that Council move to authorize staff to award and execute a contract with SFL+A Architects for the design of Senior Center East.

**Attachments:**

RFQ - Architectural Services for Senior Center East  
Evaluation Matrix for Senior Center East  
CoF SCE - Design Services Proposal 201201 SfL+a



**REQUEST FOR QUALIFICATIONS  
FOR  
ARCHITECTURAL SERVICES FOR  
SENIOR CENTER EAST**

**Statements of Qualifications will be received until:**

**5:00 p.m., Friday, March 22, 2019**

Contact: **Kimberly Toon**, Purchasing Manager  
City of Fayetteville  
Finance Department - Purchasing Office  
433 Hay Street  
Fayetteville, NC 28301  
[ktoon@ci.fav.nc.us](mailto:ktoon@ci.fav.nc.us)  
**910-433-1942**

**A message from the City of Fayetteville City Manager, Douglas J. Hewett, ICMA-CM**

The City of Fayetteville is fully committed to provide Small Local Business Enterprises (SLBE's) an equal opportunity to participate in all aspects of City contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the City. It is also the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The City will actively seek and identify qualified SLBE's and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts.

The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors. Towards this end the City's Charter has been amended by the General Assembly (H.B. 198) to allow the City to establish a race and gender neutral small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include subcontracting goals and good-faith effort requirements to enhance participation by small business enterprises located in Cumberland and Hoke Counties.

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

Douglas J. Hewett  
City Manager, ICMA-CM

# SENIOR CENTER EAST ARCHITECTURAL SERVICES

## 1.0 DEFINITIONS

City - the City of Fayetteville

Statement of Qualifications (SOQ) - the response of a person, firm, or corporation proposing to provide the services sought by this RFQ.

Proposer - the person, firm, or corporation that submits an SOQ.

Designer - the Proposer with which the City enters into a contract to provide the services sought by this RFQ.

## 2.0 OVERVIEW

### 2.1 Senior Center Project Overview

The City of Fayetteville is located in Cumberland County, North Carolina. Cumberland County is home to 323,838 residents, with roughly two thirds of those residents living within Fayetteville's City limits. The City of Fayetteville provides parks, recreation and leisure services for the county through the Fayetteville-Cumberland Parks and Recreation Department. This department operates recreation facilities throughout both the City of Fayetteville and Cumberland County.

The purpose of this request is to select a firm to provide Architectural services related to the construction of a Senior Center. The Senior Center will be a full-service facility, with a proposed location on the corner of Filter Plant Drive and Murchison Road. The facility is intended to be a minimum of 18,000 square feet. The facility would offer a variety of multi-use space for seniors and will be designed to increase the quality of life for visitors. The desire is to build a facility that is environmentally friendly and has consideration to sustainability.

The Senior Center *may* include the following: Lobby Reception, Library, Video Room, Classroom Space, Art Room, Dance Studio, Fitness Room, Kitchen/Cafe and 2-3 Lane Therapy/Lap Pool.

The selected Firm will be required to perform the architectural services to be specified more fully in a contract agreement to be negotiated after selection. The selected Firm would also be required to work cooperatively with the individuals and/or firms contracted by Fayetteville State University for the site work. The contract agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as the circumstances may dictate. Upon selection of a respondent with

whom negotiations will proceed, a Scope of Work will be developed. The City anticipates a contract which will include programming, schematic design, production of computer generated renderings, and cost estimation; however, the City reserves the right to include additional project elements in the initial or subsequent professional services agreements as the City may (in its sole discretion) deem appropriate. The Firm will be required to retain and be responsible for all basic engineering disciplines such as mechanical, electrical, plumbing, fire protection, landscape architecture, civil engineering, and structural engineering as appropriate for the Scope of Work negotiated. The Architect is also required to identify and select the appropriate sub-consultants; however, the City reserves the right to approve proposed sub-consultants that will be associated with the Project.

## **2.2 Project Schedule**

The objective is to have the project under construction by July 2020. The Architect will propose a schedule to achieve this objective as part of their Statements of Qualifications in response to this RFQ.

## **3.0 PROPOSAL REQUIREMENTS AND SELECTION CRITERIA**

### **3.1 Submittal Requirements**

Proposers are urged to include only information that is relevant to this specific project so as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFQ and emphasize the Proposer's demonstrated capability to provide services of this type. All requirements and questions should be addressed and all requested data should be supplied. The City reserves the right to request additional information which, in its opinion, is necessary to ensure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. If proposals do not meet the requirements listed herein, they will be disqualified. No exceptions will be granted.

Interested parties should submit a total of eight (8) hard copies and an electronic (pdf) copy emailed to [ktoon@ci.fay.nc.us](mailto:ktoon@ci.fay.nc.us) in a single pdf file. The proposal shall be no more than 15 pages.

The proposal must consist of the following information, tabbed as identified and in the order indicated below.

#### **Section 1 – Letter of Transmittal/General Information**

- Firm name, year established, address, telephone number, fax number and contact person.
- Identify if the firm is classified as a Disadvantaged Business Enterprise.

- Provide copies of Certificate(s) of Insurance showing General Liability, Automotive.
- Worker's Compensation and Professional Liability coverage.
- State any conflicts of interest your firm or any key individual of the firm may have with these projects or the City.

### Section 2 – Personnel

- Specify professional qualifications of key management and staff personnel to be assigned to this project.
- Identify specialty, level of expertise, education and any direct work experience on projects similar in scope to the one being proposed.
- Indicate the role of team members, i.e. project manager, primary client contact, etc. and specify the availability of each.
- Include a proposed organizational chart of key personnel.
- Identify location of key project personnel to be used.

*Note: Substitution of other personnel after the selection is made, must be approved by the City of Fayetteville.*

### Section 3 – Consultants/Sub-consultants/Other Participants

- Provide a list of consultants who would be retained to provide services on the project.
- Provide a synopsis (not to exceed one page) for each to include size of staff, names of key personnel and services to be provided as well as past experience.
- Specify the percentage of work anticipated to be attributed to these consultants.
- Identify Disadvantaged Business Enterprises (DBE) or minority firms to be used.
- Identify location of personnel to be used.

### Section 4 – Project and Project Management Experience

- Document expertise in those specific engineering/design tasks and/or technologies required to successfully complete the scope of work associated with this project.
- Describe your firm's cost control measures, billing procedures and project tracking process.
- Describe your firm's experience with developing schedules, preparing estimates and bid documents, and budget control measures.
- Summary of at least five (5) similar projects for which the designer was responsible.
  - Each of the project summaries should include the following:
  - Description of the project, including: size, functions, type of design and year completed.
  - Degree of involvement (principals or consultant).

- Consulting firms involved and their assigned responsibilities.
- Project references including names, addresses, and telephone numbers.

### Section 5 – Project Approach and Understanding

- Describe your understanding of the general scope of the project.
- Include a listing and description of each phase of the project and identify key staff who will be assigned to each phase of the project.
- Describe your project management approach and use of alternative engineering/design methods, if any.
- Provide a proposed schedule for completing the project.

### **3.2 Submittal Deadline and Procedure**

Hard copies of the Statements of Qualification shall be submitted no later than **5:00 p.m., Friday, March 22, 2019**. Statements of Qualification shall be submitted to:

City of Fayetteville  
Attention: Kimberly Toon, Purchasing Manager  
RFQ – Architectural Services for Senior Center East  
433 Hay Street  
Fayetteville, NC 28301

Electronic copies of the Statement of Qualifications in PDF format shall be submitted to Kimberly Toon, Purchasing Manager via email to [ktoon@ci.fay.nc.us](mailto:ktoon@ci.fay.nc.us). Electronic copies must also be received no later than **5:00 p.m., Friday, March 22, 2019**.

**No submittals will be accepted after the date and time stated above.**

All questions regarding this RFQ shall be submitted in writing to the Attention of Kimberly Toon, Purchasing Manager by e-mail at: [ktoon@ci.fay.nc.us](mailto:ktoon@ci.fay.nc.us) no later than **5:00 p.m., Friday, March 8, 2019**.

Firms are expressly prohibited from contacting any City of Fayetteville officials, employees, or any other party associated with this Request for Qualifications except as noted above. Communication regarding this Request for Qualifications via any medium other than the designated e-mail address above, including phone, personal visits, etc., is prohibited. Violation of these provisions may result in immediate disqualification of the submittal.

### **3.3 Selection Criteria**

Proposals will be evaluated by a committee composed of City management and other staff members familiar with this type of service. Proposals will be evaluated and ranked based on the requirements stated herein. The City's evaluation process does award additional points for local participation. Partnerships between firms with specialized knowledge and experience and firms with knowledge of local regulations and processes

are encouraged. The City may choose to conduct interviews with top ranking firms based on this evaluation. Firms are hereby notified that the key personnel identified for the project will be expected to participate in the interview should one be requested. The City intends to award a contract to the firm that demonstrates the experience necessary to meet the City's requirements outlined herein. The City reserves the right to accept or reject any proposal.

#### **4.0 CONDITIONS**

Any cost incurred by respondents in preparing or submitting a proposal for the project shall be the respondent's sole responsibility.

All responses, inquiries, or correspondence relating to this RFQ will become the property of the City of Fayetteville. Respondents shall not seek individual contact or information except by the method allowed in this request. Individual requests for discussions with city staff or persons associated with this project are prohibited and can be considered grounds for disqualification. All questions properly submitted will be answered in writing and distributed to all interested parties in a timely manner.

City of Fayetteville reserves the right to reject any or all packages received or to request additional information as may be needed to determine qualifications.

The successful bidder must comply with the provision of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful bidder agrees to indemnify the City from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of or connected with the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

This RFQ constitutes an invitation to bid or propose. The City of Fayetteville prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

**IRAN DIVESTMENT ACT CERTIFICATION**

As mandated by N.C.G.S. 147-86.59(a), Bidder hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Bidder further certifies that in accordance with N.C.G.S. 147-86.59(b) that it shall not utilize any subcontractor found on the State Treasurer’s Final Divestment List. Bidder certifies that the signatory to this Invitation to Bids is authorized by the Bidder to make the foregoing statement.

**E-VERIFY**

Contractor hereby acknowledges that “E-Verify” is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use e-verify and 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). Contractor hereby pledges, attests and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Signature

**BIDDER INFORMATION**

Name of Company \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

SDBE, Minority or Woman Owned Business Enterprise \_\_\_\_\_ Yes \_\_\_\_\_ No

Bid Submitted By: \_\_\_\_\_  
(Name Printed Out)

\_\_\_\_\_  
(Signature)

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

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

**SAMPLE**

**Professional Service Agreement**  
**Scope of Work and Terms Document**

**City of Fayetteville, NC**

## SAMPLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made as of \_\_\_\_\_ by and between the City of Fayetteville, a North Carolina City and Municipal Corporation (“City”), and \_\_\_\_\_.

In consideration of mutual promises and covenants in this Agreement, the parties agree as follows:

### **ARTICLE 1. Services**

1.1 Background. The City desires to engage \_\_\_\_\_ to provide certain professional services as fully described and outlined in the Proposal (Exhibit 1) which is attached hereto and fully incorporated into this Agreement by reference. \_\_\_\_\_ is willing to provide such services as outlined in the Proposal on the terms and conditions stated in this Agreement.

1.2 Scope of Work. \_\_\_\_\_ will furnish the services as set forth in the Proposal which is incorporated by reference herein.

1.3 Time of Performance. \_\_\_\_\_ will perform the services promptly and according to the Proposal provided. The City will cooperate with \_\_\_\_\_ as reasonably required to complete the services outlined in the Proposal. Both parties acknowledge that changes from or delays in the timeline may extend the date(s) for delivery of the service(s).

1.4 Term. The term of this Agreement shall begin on the date expressed in the introductory paragraph of this Agreement and shall continue until terminated based upon the completion of services by \_\_\_\_\_ as outlined in the Proposal.

### **ARTICLE 2. Payment**

2.1 Basis of Compensation: The City shall pay \_\_\_\_\_ for services rendered under this Agreement in amounts tied to the various project milestones as set forth in the Proposal. Each payment shall be invoiced upon completion of each successive milestone and the City shall pay within thirty (30) days. In no event shall the payment for all work performed pursuant to this Agreement exceed the amount of \_\_\_\_\_ without prior written authorization of the City. Such payment shall be full compensation for all work performed and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

2.2. Records. \_\_\_\_\_ shall keep records and accounts pertaining to this Agreement available for inspection by the City for a period of three (3) years after final payment. Copies of records and accounts pertaining to this Agreement shall be made available to the City upon request.

**ARTICLE 3. Termination**

3.1 Breach: If either party materially breaches a material provision of this Agreement, the other party may terminate this Agreement upon 30 days' notice unless the breach is cured within the notice period. Upon termination of this Agreement by either party for any reason prior to completion of the work:

- a) \_\_\_\_\_ shall deliver to City a copy of all work product completed through the date of the termination together with a written summary of the work.
- b) City shall pay \_\_\_\_\_ all sums due under this Agreement for the work completed through the date of termination in accordance with the Proposal.

**ARTICLE 4. Liability, Indemnification and Insurance**

4.1 General. The City and \_\_\_\_\_ have considered the risks and potential liability that may exist during the performance of services by \_\_\_\_\_, and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this Agreement, \_\_\_\_\_ shall purchase and maintain insurance coverage as hereinafter set forth, without lapse or changes contrary to the requirements of this section. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

4.2 Indemnity and Professional Liability. \_\_\_\_\_ agrees to indemnify and hold the City harmless from and against damages and losses arising out of the performance of professional services for City to the extent caused by the professional negligence of \_\_\_\_\_, \_\_\_\_\_ employees, and \_\_\_\_\_ subcontractors, \_\_\_\_\_ for whom \_\_\_\_\_ is legally responsible. \_\_\_\_\_ agrees to purchase and

maintain professional liability insurance (errors and omissions insurance) in the amount of \$1,000,000 coverage for each claim, with a general aggregate of \$2,000,000. Said insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A•VII.

4.3 Liability Insurance. \_\_\_\_\_ agrees to indemnify and hold the City, its servants, agents and employees, harmless from and against all liabilities, claims, demands, suits, losses, damages, costs and expenses (including attorney's fees) for third party bodily injury to or death of any person, or damage to or destruction of any third party property, to the extent caused by the negligence of \_\_\_\_\_, \_\_\_\_\_'s employees, and \_\_\_\_\_'s subcontractors, for whom \_\_\_\_\_ is legally responsible during the performance of services under this Agreement. \_\_\_\_\_ shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance with combined single limits of \$1,000,000.00 coverage for each occurrence with a general aggregate of \$2,000,000.00, designating the City as an additional insured and which said insurance provides \_\_\_\_\_ with insurance for contractual liability which \_\_\_\_\_ has assumed pursuant to the terms of this Article 6.

4.4 Other Insurance. In addition to professional liability insurance and commercial general liability insurance set forth above, \_\_\_\_\_ further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

- (a) Worker's Compensation Insurance as provided by North Carolina law which said policy shall also afford coverage to \_\_\_\_\_ for employer's liability.
- (b) Automobile liability insurance with \$1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- (c) The CGL policy required above shall include independent contractor liability coverage.
- (d) The CGL policy required above shall provide \_\_\_\_\_ with products

and completed operations insurance, said coverage to be written on an occurrence basis, with coverage extended for such a period of time that suits can be filed before the running of the statute of limitations on any claim for injury to person or property due to negligence of \_\_\_\_\_ in the design of any building designed by \_\_\_\_\_ under the terms of this Agreement.

**ARTICLE 5. Independent Contractor.** \_\_\_\_\_ is an independent Contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. \_\_\_\_\_ shall be wholly responsible for the methods, means and techniques of performance. City shall have no right to supervise methods and techniques of performance employed by \_\_\_\_\_, but City shall have the right to observe such performance.

**ARTICLE 6. Other**

6.1 Assignment. It is the intent of this Agreement to secure the services of \_\_\_\_\_ and failure of \_\_\_\_\_ for any reason to make the personal services available to the City for the purposes described in this Agreement and Proposal shall be cause for termination of this Agreement. \_\_\_\_\_ shall not assign this Agreement without prior written consent of the City. Should \_\_\_\_\_ find it necessary to hire other employees or independent contractors to assist with the duties under this Agreement, \_\_\_\_\_ shall use its best efforts and all due diligence to ensure that said employee or independent contractor is of high moral character and has not engaged in any misconduct involving children.

6.2 Non-Appropriation. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the City are from appropriations and monies from the City Council and other governmental entities. In the event sufficient appropriations or monies are not made available to the City to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the City.

6.3 Default. In the event of substantial failure by \_\_\_\_\_ to perform in accordance with the terms of this contract, the City shall have the right to terminate

\_\_\_\_\_ upon ten (10) days written notice in which event  
\_\_\_\_\_ shall have neither the obligation nor the right to perform further services under this contract nor shall the City be obligated to make any further payment for work that has not been performed.

6.4. Governing Law. The validity, interpretation, and execution of this Agreement and the performance of and rights accruing under this Agreement are all to be governed by the laws of the State of North Carolina.

6.5 Venue. Exclusive venue for litigation arising from this Agreement shall be a court of competent jurisdiction in Cumberland County, North Carolina.

6.6 Non Discrimination. \_\_\_\_\_ agrees not to discriminate by reason of age, race, religion, color, sex, national origin, disability or other applicable law while performing the services required herein.

6.7 Compliance with Laws. \_\_\_\_\_ agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

6.8 Severability. The parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform to the purposes of this Agreement and the requirements of applicable law.

6.9 Amendment. The City and \_\_\_\_\_ may, from time to time, request changes in services to be performed by \_\_\_\_\_. Any such changes that are mutually agreed upon by the City and \_\_\_\_\_ shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or validation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

6.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any proposed change to this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

6.11 E-Verify. \_\_\_\_\_ hereby acknowledges that “E-Verify” is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. \_\_\_\_\_ further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and 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). \_\_\_\_\_ hereby pledges, attests and warrants through execution of this Agreement that \_\_\_\_\_ complies with the requirements of Article 2 of Chapter 64 of North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by \_\_\_\_\_ shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

6.12 Iran Divestment Act. As mandated by N.C.G.S. 147-86.59(a), \_\_\_\_\_ hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. \_\_\_\_\_ further certifies that in accordance with N.C.G.S. 147-86.59(b) that it shall not utilize any subcontractor found on the State Treasurer’s Final Divestment List. \_\_\_\_\_ certifies that the signatory to this Agreement is authorized by \_\_\_\_\_ to make the foregoing statement.

ATTEST:

\_\_\_\_\_

**VENDOR**

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

(Name)

(Title)

ATTEST:

\_\_\_\_\_

PAMELA MEGILL, City Clerk

**CITY OF FAYETTEVILLE**

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

Douglas J. Hewett, ICMA-CM

City Manager

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

\_\_\_\_\_  
JAY TOLAND, CHIEF FINANCIAL OFFICER  
City of Fayetteville

EVALUATION MATRIX								
Architectural Services for Senior Center East								
CRITERIA	FIRMS							
	Sample	Cromwell Architects Engineers Inc	HH Architecture	RRMM Architects	SfL+a Architects	Smith Sinnett Architecture	Summit Design & Engineering Services, PLLC	Szostak Design
<b>CONSTRUCTION MANAGEMENT AT RISK EXPERIENCE</b>								
CONSTRUCTION MANAGEMENT AT RISK EXPERIENCE OF KEY INDIVIDUALS	10	10.00	10.00	10.00	10.00	10.00	10.00	10.00
SIMILAR PROJECTS COMPLETED IN LAST 5 YEARS	10	10.00	10.00	10.00	10.00	10.00	10.00	10.00
REFERENCES	10	10.00	10.00	10.00	10.00	10.00	10.00	10.00
PRIOR EXPERIENCE WITH CITY	10	4.00	9.00	0.00	10.00	0.00	0.00	0.00
<b>25%</b>	<b>25.00</b>	<b>21.25</b>	<b>24.38</b>	<b>18.75</b>	<b>25.00</b>	<b>18.75</b>	<b>18.75</b>	<b>18.75</b>
<b>PROJECT UNDERSTANDING AND APPROACH</b>								
GENERAL PROJECT UNDERSTANDING	10	9.00	10.00	9.00	10.00	10.00	9.00	10.00
PROJECT DESCRIPTION AND KEY INDIVIDUALS ASSIGNED TO EACH PHASE	10	8.00	10.00	9.00	10.00	10.00	9.00	10.00
CONSTRUCTION MANAGEMENT AT RISK APPROACH, QUALITY CONTROL MEASURES, ALTERNATIVE ENGINEERING METHODS	10	7.00	7.00	8.00	10.00	8.00	8.00	10.00
ABILITY TO MEET THE ESTABLISHED SCHEDULE	10	8.00	9.00	8.00	10.00	9.00	9.00	10.00
UNIQUE QUALITIES MAKING THEM BEST SUITED FOR THE PROJECT	10	7.00	8.00	8.00	10.00	9.00	8.00	10.00
<b>30%</b>	<b>30.00</b>	<b>23.40</b>	<b>26.40</b>	<b>25.20</b>	<b>30.00</b>	<b>27.60</b>	<b>25.80</b>	<b>30.00</b>
<b>PERSONNEL QUALIFICATIONS</b>								
SPECIFIC AND DIRECT WORK EXPERIENCE OF KEY/SUPPORT PERSONNEL	10	9.00	10.00	10.00	10.00	10.00	10.00	10.00
RESUMES OF PROFESSIONAL STAFF	10	9.00	10.00	9.00	10.00	10.00	9.00	10.00
LOCATION OF KEY PROJECT PERSONNEL	10	8.00	9.00	9.00	10.00	9.00	9.00	9.00
ADEQUACY & AVAILABILITY OF KEY PERSONNEL & RESOURCES	10	8.00	9.00	9.00	10.00	9.00	9.00	9.00
ABILITY TO COMPLETE TASKS	10	9.00	9.00	9.00	10.00	9.00	9.00	10.00
<b>20%</b>	<b>20.00</b>	<b>17.20</b>	<b>18.80</b>	<b>18.40</b>	<b>20.00</b>	<b>18.80</b>	<b>18.40</b>	<b>19.20</b>
<b>MINORITY PARTICIPATION</b>								
MINORITY PARTICIPATION EXPERIENCE	10	9.00	9.00	9.00	9.00	10.00	9.00	9.00
STRATEGIC PLAN TO SUPPORT THE CITY'S SDBE PROGRAM	10	9.00	9.00	9.00	10.00	10.00	9.00	10.00
EXPERIENCE WITH AND SUCCESS IN UTILIZING LOCAL, MINORITY AND HUB SUBCONTRACTORS	10	8.00	8.00	8.00	10.00	10.00	9.00	10.00
OUTREACH STRATEGIES	10	8.00	8.00	8.00	10.00	10.00	8.00	10.00
LOCATION OF CONSULTANS/SUB-CONSULTANTS	10	8.00	8.00	8.00	10.00	9.00	8.00	10.00
<b>15%</b>	<b>15.00</b>	<b>12.60</b>	<b>12.60</b>	<b>12.60</b>	<b>14.70</b>	<b>14.70</b>	<b>12.90</b>	<b>14.70</b>
<b>GENERAL QUALIFICATIONS</b>								
COMPLETENESS AND QUALITY OF SUBMITTAL	10	10.00	10.00	10.00	10.00	10.00	10.00	10.00
OPERATING HISTORY	10	10.00	10.00	10.00	10.00	10.00	10.00	10.00
INSURANCE & LICENSING IN NC	10	10.00	10.00	10.00	10.00	10.00	10.00	10.00
COMPLIANCE WITH RFQ REQUIREMENTS	10	10.00	10.00	10.00	10.00	10.00	10.00	10.00
<b>10%</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>
<b>TOTAL RATING</b>	<b>100.00%</b>	<b>84.45%</b>	<b>92.18%</b>	<b>84.95%</b>	<b>99.70%</b>	<b>89.85%</b>	<b>85.85%</b>	<b>92.65%</b>

Max Score: 100%

Rating range is 1 to 10 with 10 being most favorable and 1 being less favorable.



December 01, 2020

Ms. Kimberly Toon, Purchasing Manager  
City of Fayetteville  
433 Hay Street  
Fayetteville NC 28303

**RE: Senior Center East - Continued Design Services Proposal**

**Principals**

Robert W. Ferris, AIA,  
REFP, LEED® AP  
Eric J. Lindstrom, AIA,  
LEED® AP  
Ronald A. Rice  
Thomas W. Hughes, AIA,  
REFP, LEED® AP  
Barry H. Buckman, AIA,  
GCP

Dear Ms. Toon:

Based on the requirements of our current Programming and preliminary Schematic Design contract for the above referenced project, SfL+a Architects has presented 3 schematic plan alternates to the City of Fayetteville Staff for their consideration. The plans presented are of various areas and spatial configurations that range from more complex - as requested by staff, to several of reduced scope in consideration of the project budget. It is our understanding that staff has selected the larger of the three alternates, Alternate - A as approved during our 11/12/20 meeting.

**Offices**

Fayetteville, NC  
Myrtle Beach, SC  
Raleigh, NC

The original building program provided to SfL+a Architects in April 2019 specified a building area of between 11,000 SF to 12,000 SF with a budget of \$5.5 million. Through the Programming process it was determined that additional and more complex program areas were required which ultimately increased the building area of Alternate - A to 16,943 SF. Alternate - A includes an Aquatics area similar to Senior Center West, Men's and Women's locker rooms as well as additional toilet rooms, 2 racquetball courts, a full commercial kitchen, a multi-purpose space to accommodate 110 seats at dining tables, multiple offices spaces, exercise and flex spaces, billiards and card playing rooms, and a large Lobby/Lounge space with coffee/juice bar.

Since our original contract only provided for Programming and preliminary Schematic Design, SfL+a Architects has been requested to provide a proposal to continue the design process through Contract Documents, Bidding and Contract Administration during construction. As this is a shared site with Fayetteville State University, our design team will have to coordinate with the FSU site and building design team throughout the project.

In preparation for this proposal we have obtained fee proposals from our consultants including Structural engineering, PME&FP engineering, Aquatics design, Food Service design and Cost Consulting. Due to the increased complexity of the building program these costs were significantly higher than anticipated requiring our anticipated fees to increase as well. We have included them below for your information:

• Civil Engineer (not required)	\$ 0
• MEP Engineer - Optima Engineering:	\$ 79,000
• Structural Engineer - LHC Structural Engineers:	\$ 36,000
• Food Service Consultant - Fooddesign Associates:	\$ 8,580
• Cost Estimating Consultant - MBP Carolinas, Inc.	\$ 15,500
• <u>Pool Designer - Aquatics H2O:</u>	<u>\$ 12,000</u>
• Total Consultant's Fees:	\$151,080

**Deliverables:**

- Status prints of drawings and specifications during the design phase.
- One set of final printed Construction Documents.
- Digital documents for use in permitting, pricing and construction.

**Qualifications:**

- Payment for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the architect's invoice.
- SfL+a Architects will coordinate with your technology and A/V vendor but does not design or specify technology or A/V systems.
- For an additional fee, SfL+a Architects can provide photo realistic renderings for presentation.
- Design Fees, including all consultants, are as follows:

**Original Contract Fee:**

- Programming/Preliminary SD: \$ 17,000

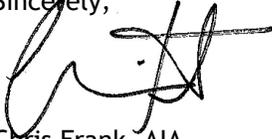
**Additional Contract Fee:**

- Remaining phases through Design and Construction: \$395,500

**Total Project Design Fee:** \$412,500

Please let me know if you have any question concerning this proposal. We look forward to continuing the work on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Frank', with a stylized flourish at the end.

Chris Frank, AIA

Project Manager / Project Architect

Attachment: SfL+a Architects 2020 Hourly Billing Rate Schedule for additional services requested by the City and not listed above.

# City of Fayetteville

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

## City Council Action Memo

File Number: 20-1690

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**Agenda Date:** 1/11/2021

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Consent

**Agenda Number:** 6.09

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

**THRU: Douglas J. Hewett, ICMA-CM, City Manager**

**FROM: Sheila Thomas-Ambat, CCM, CFM, PE Public Services Director  
Kimberly Toon, CLGPO, Purchasing Manager**

**DATE: January 11, 2021**

**RE:**

**Award Contract for Resurface Various Streets 2021-Phase II**

**COUNCIL DISTRICT(S):**

All

**Relationship To Strategic Plan:**

Goal III: High Quality Built Environment

**Executive Summary:**

The Council is asked to approve the award of, and authorize the execution of a contract for Resurface Various Streets 2021 - Phase II. The lowest responsive, responsible bidder, Barnhill Contracting Company, Fayetteville, NC, is recommended.

**Background:**

The Resurface Various Street, 2021 - Phase II project primarily consists of: Resurfacing (27) streets (approximately 9.62 miles), Milling and Resurfacing (6) streets (approximately 2.41 miles). The work includes, but is not limited to, removing and replacing curb and gutter, installing and retrofitting handicap ramps, utility adjustments, cutting out and patching areas, placing leveling and overlay courses, thermoplastic pavement markings.

The project was first advertised for bids to be opened on December 10, 2020; however, only two (2) bids were received. Therefore, in accordance with North Carolina General Statutes, which require three (3) bids in order to open the first advertisement, the project

was re-advertised and bids were opened on December 22, 2020.

\$2,281,797.45	Highland Paving, Co., LLC, Fayetteville, NC
\$2,055,312.95	Barnhill Contracting Company, Fayetteville, NC.

**Issues/Analysis:**

None

**Budget Impact:**

Sufficient funds for this contract are available in the FY2021 Street Resurfacing Capital Project Ordinance appropriation.

**Options:**

1. Award contract and authorize the City Manager to execute a contract for Resurface Various Streets, 2021 - Phase II with the lowest responsive, responsible bidder, Barnhill Contracting Company, Fayetteville, NC in the total amount of \$2,055,312.95.
2. Do not award contract and provide further directions to staff.

**Recommended Action:**

Staff recommends Council move to approve the contract award and authorize the City Manager to execute a contract for Resurface Various Streets, 2021 - Phase II with the lowest responsive, responsible bidder, Barnhill Contracting Company, Fayetteville, NC in the total amount of \$2,055,312.95.

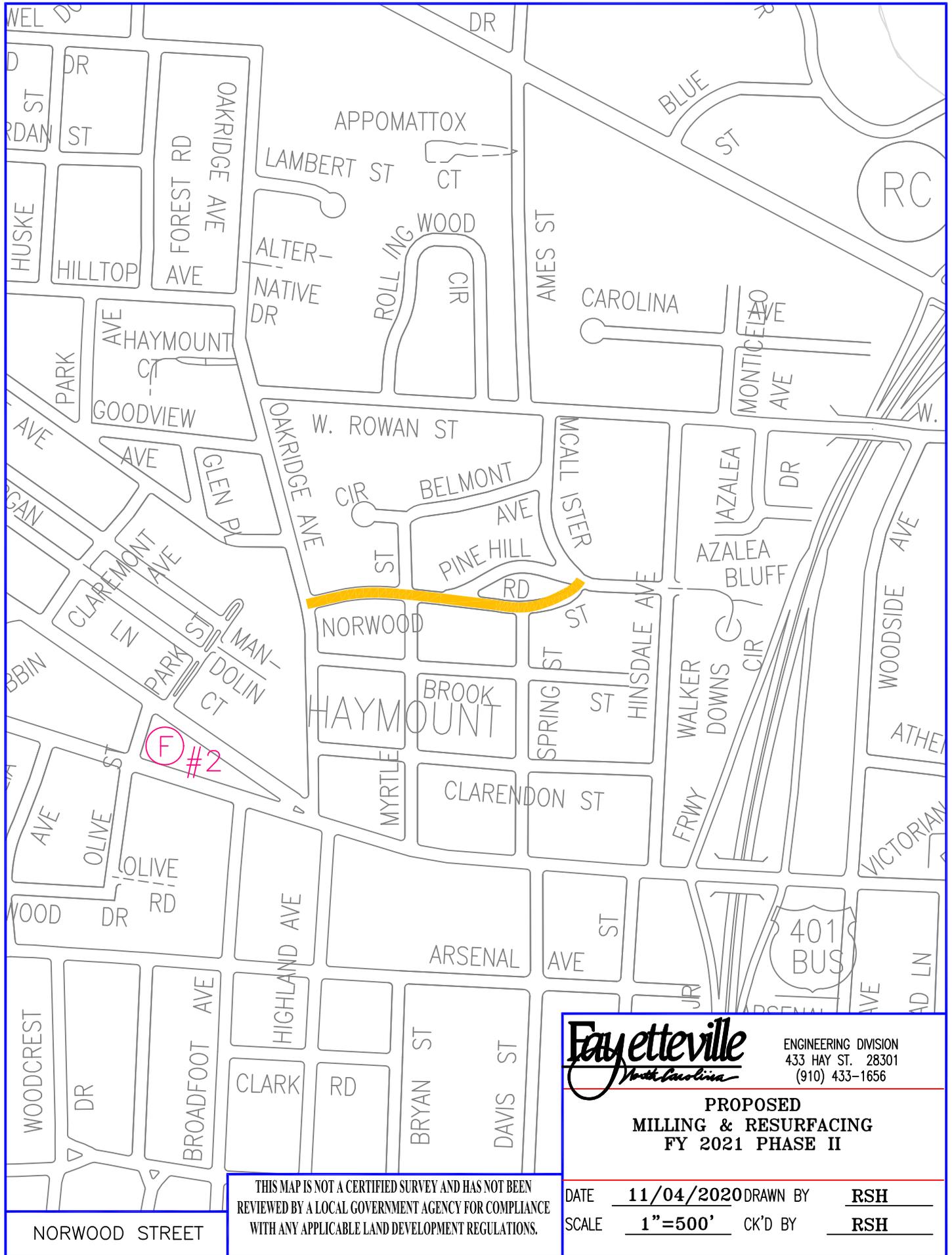
**Attachments:**

Resurface Various Streets, 2021 - Phase II Bid Tab  
Street List and Maps 2021 Phase II



<b>Proposed Resurface Various Streets, 2021 - Phase II</b>						
<b>Proposed Milling &amp; Resurfacing Streets</b>						
<b>STREET</b>	<b>FROM</b>	<b>TO</b>	<b>LENGTH</b>	<b>WIDTH</b>	<b>MH</b>	<b>WV</b>
NORWOOD STREET	OAKRIDGE AVENUE	McALLISTER STREET	1109	24	14	16
CIRCLE DRIVE	PARKVIEW AVENUE	RUSH ROAD	970	24	12	6
ANARINE ROAD	CUL-DE-SAC	HAVILAH ROAD	1729	33	18	16
SLATER AVENUE	LANGDON STREET	BULLOCK STREET	2901	29	26	14
SARASOTA DRIVE	DEAD END	CUL-DE-SAC	1952	26	26	16
McFADYEN DRIVE	MORGANTON ROAD	TIMBERLAKE DRIVE	4074	25	6	4
			<b>Length</b>	<b>12735</b>		
			<b>Mileage</b>	<b>2.41</b>		
<b>Proposed Resurfacing Streets</b>						
<b>STREET</b>	<b>FROM</b>	<b>TO</b>	<b>LENGTH</b>	<b>WIDTH</b>	<b>MH</b>	<b>WV</b>
STONINGTON DRIVE	STOCKBRIDGE COURT	DEAD END	1000	25	5	4
CAMEO COURT	CUL-DE-SAC	CUL-DE-SAC	569	32	3	2
DAHLGREN AVENUE	LYNHURST DRIVE	LANSDOWNE ROAD	1083	24	7	0
BLAKE STREET	SHERMAN DRIVE	END OF MAINTENANCE	829	22	3	0
CONCORD DRIVE	ARBOR ROAD	SOUTHLAND DRIVE	3663	25	10	2
CARTERET PLACE	DEAD END	CHESAPEAKE ROAD	920	33	4	2
MARSHALL ROAD	McNUTT ROAD	N. CHURCHILL DRIVE	704	23	4	2
VEANNA DRIVE	SOURWOOD DRIVE	SOURWOOD DRIVE	1526	25	9	6
SWANN ST	WEISKOPF CT	GEIBERGER DR	1542	25	8	6
PIN OAK LANE	BROOKSHIRE DRIVE	BROOKSHIRE DRIVE	4170	22	16	7
PACIFIC AVENUE	PIN OAK LANE	PIN OAK LANE	1784	22	7	3
DAYSPRINGS DRIVE	PRESTIGE BOULEVARD	DAHARAN DRIVE	1457	24	5	1
BUCKHEAD RD	DEERWOOD DR	DEAD END	551	23	1	1
EASTMAN ROAD	FLINTWOOD DRIVE	BEAVER RUN DRIVE	677	26	3	1
FAWN RD	DEERWOOD DR	DEAD END	608	24	2	0
HEWITT DRIVE	STACY WEAVER DRIVE	ROCKINGHAM ROAD	2275	24	12	7
AINSLEY STREET	PERTH STREET	FOLGER STREET	2214	26	16	9
OLD SPEARS RD	QUAILRIDGE DR	WINGATE RD	1807	24	3	4
PERTH STREET	RYAN STREET	BALDOON DRIVE	1545	24	7	1
PECAN DRIVE	BRAGG BLVD	McPHERSON AVE	858	32	3	3
HALL STREET	BUTLER STREET	CAMPBELL AVENUE	535	20	1	3
CHANDLER ST	WILLIAM CLARK RD	DEAD END	405	32	3	3
OLD SHAW RD	SHAW ROAD	BRAGG BLVD	2010	24	2	4
N. COOL SPRINGS ST.	GROVE ST	PERSON ST	1234	24	8	2
ELMHURST DRIVE	CUL-DE-SAC	DEAD END	3162	32	16	9
LINCOLN DR	CAMPBELL AVE	NEW PAVEMENT	757	32	5	3
FELIX COURT	PACIFIC AVENUE	CUL-DE-SAC	170	22	1	1
			<b>Length</b>	<b>38055</b>		
			<b>Mileage</b>	<b>7.21</b>		
			<b>Total Length</b>	<b>50790</b>		
			<b>Total Mileage</b>	<b>9.62</b>		

\*\*\* A street on the list may change to another year due to Funding, Construction and/or Utility Improvements being performed prior to street resurfacing.



NORWOOD STREET

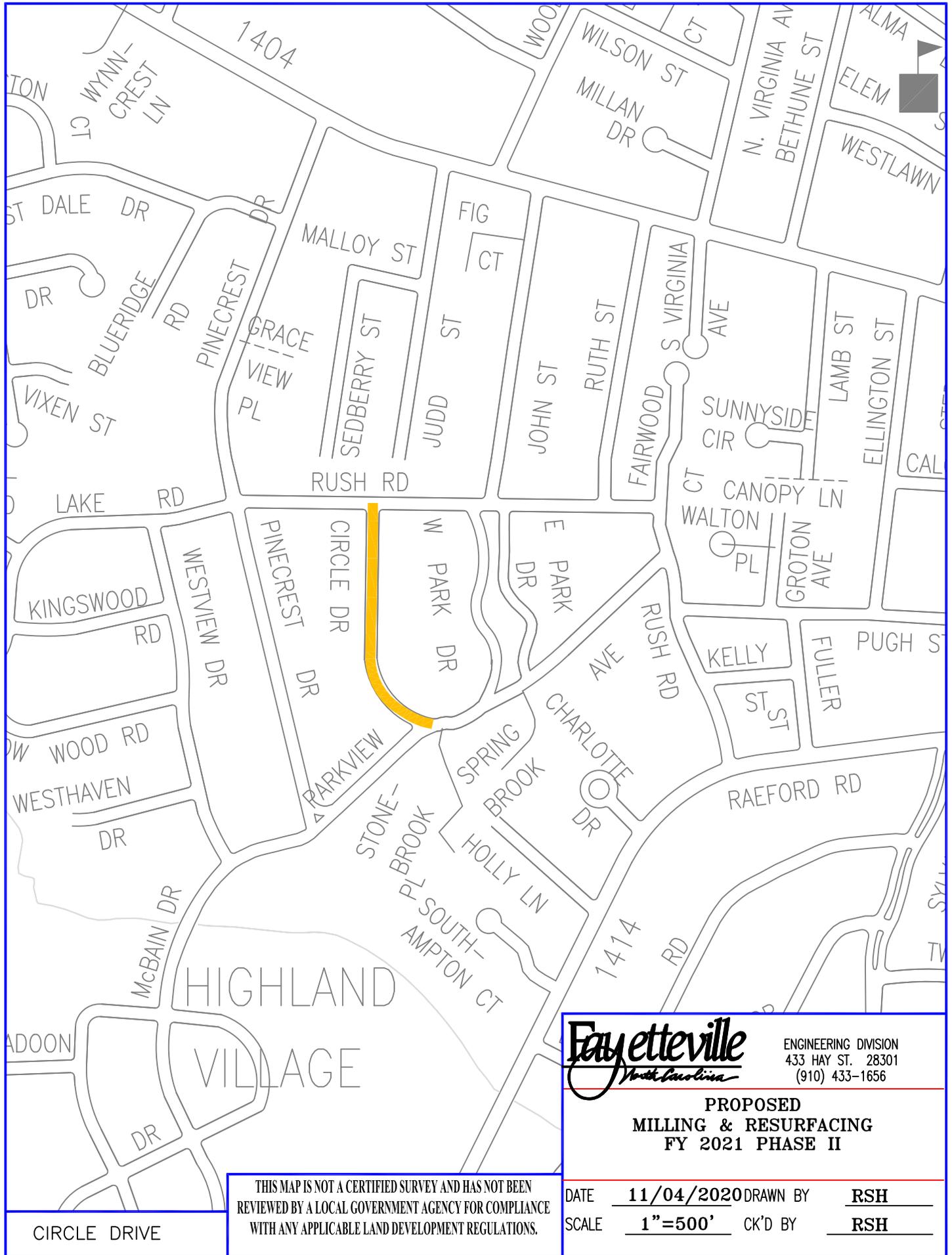
THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

**Fayetteville**  
*North Carolina*

ENGINEERING DIVISION  
 433 HAY ST. 28301  
 (910) 433-1656

**PROPOSED  
 MILLING & RESURFACING  
 FY 2021 PHASE II**

DATE	<u>11/04/2020</u>	DRAWN BY	<u>RSH</u>
SCALE	<u>1"=500'</u>	CK'D BY	<u>RSH</u>



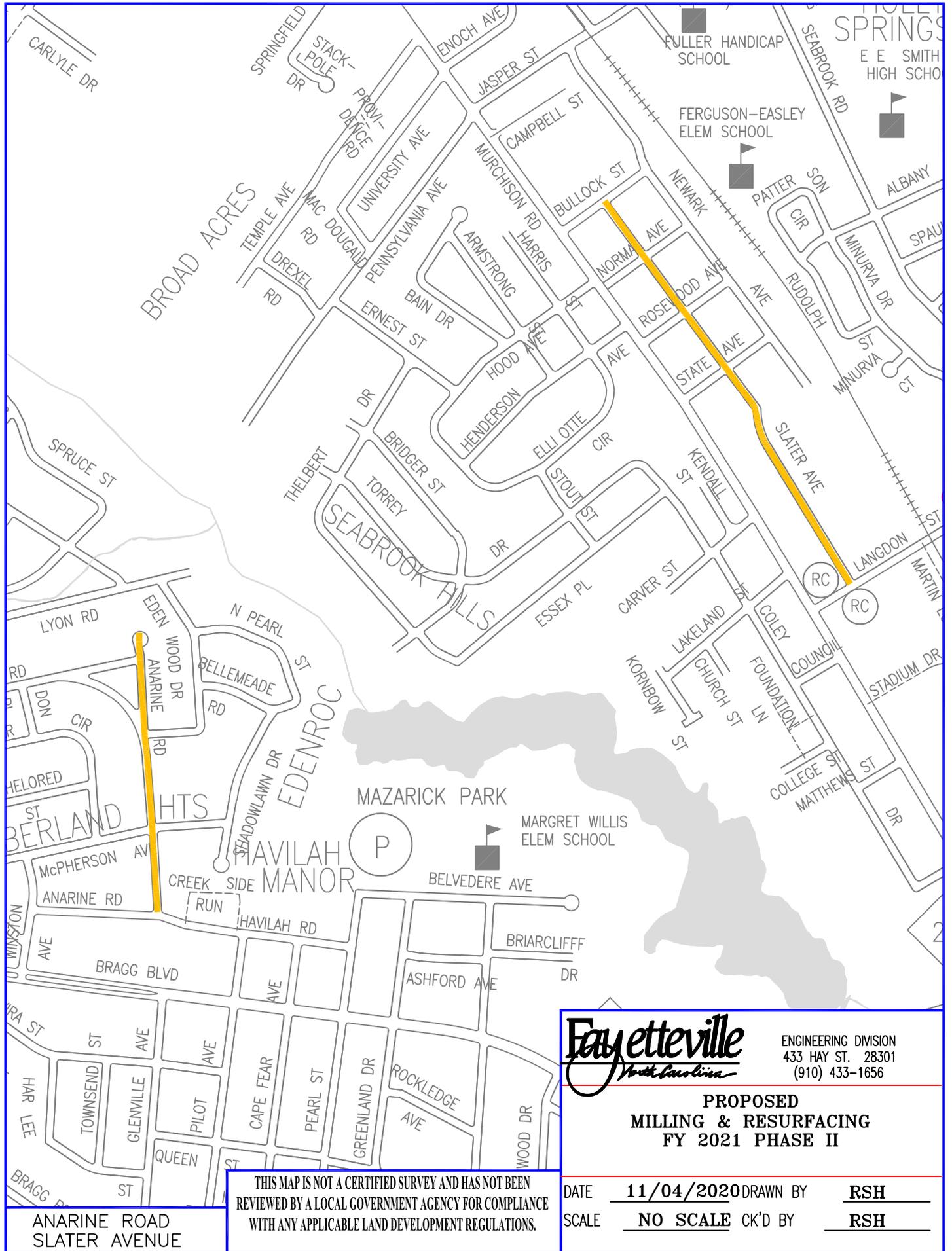
CIRCLE DRIVE

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**Fayetteville**  
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ANARINE ROAD  
SLATER AVENUE

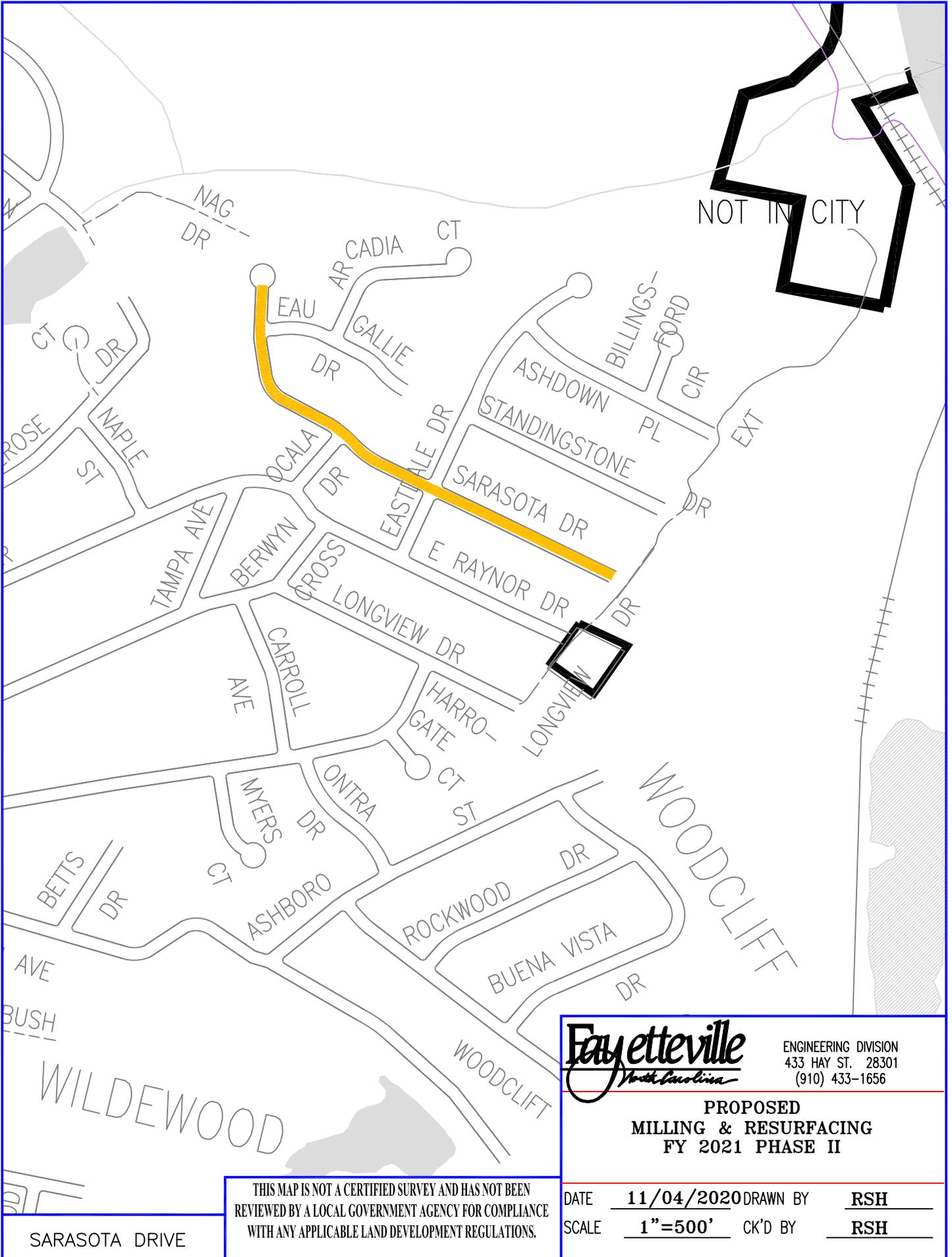
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DATE	<b>11/04/2020</b>	DRAWN BY	<b>RSH</b>
SCALE	<b>NO SCALE</b>	CK'D BY	<b>RSH</b>



NOT IN CITY

**Fayetteville**  
*North Carolina*

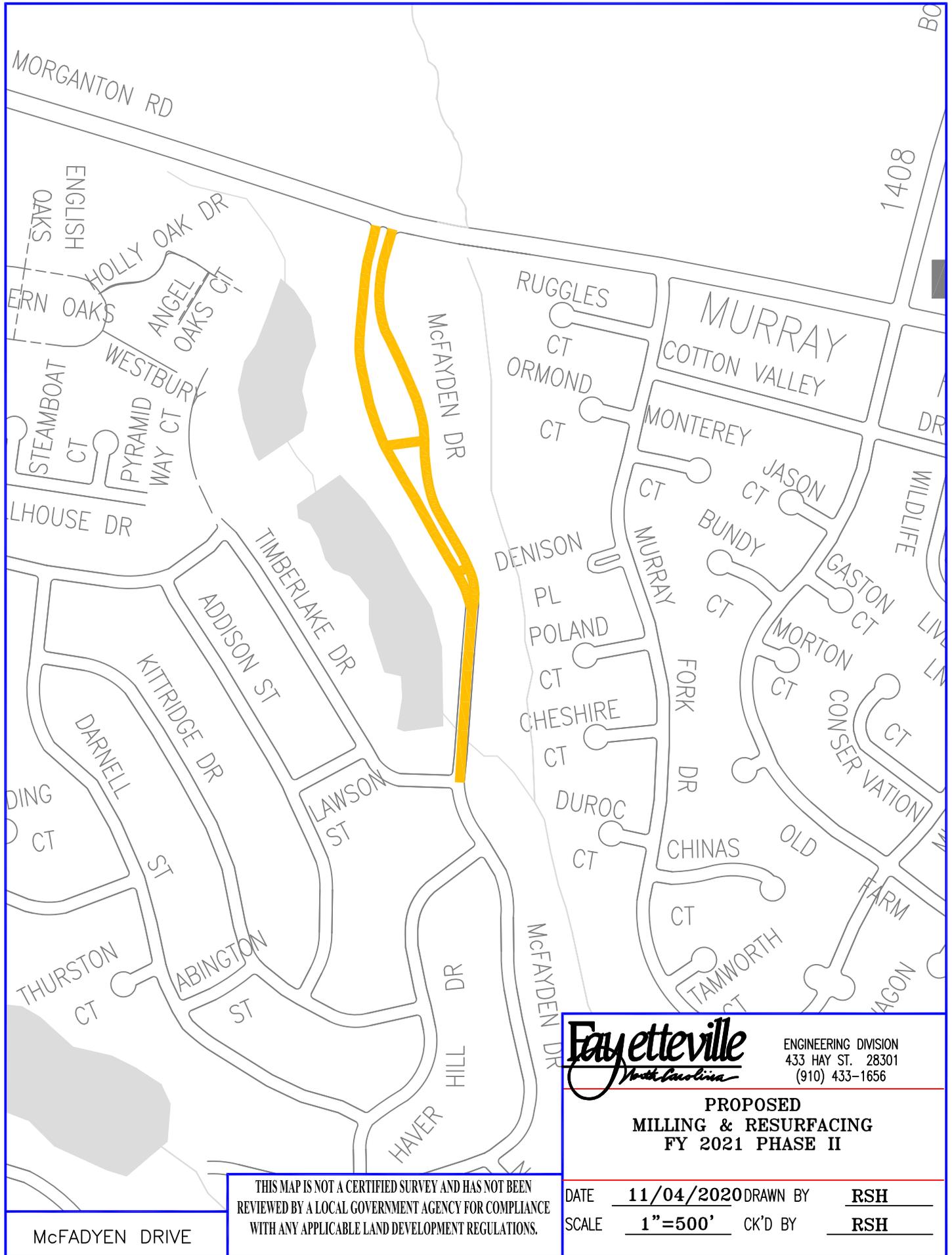
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**PROPOSED  
 MILLING & RESURFACING  
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DATE 11/04/2020 DRAWN BY RSH  
 SCALE 1"=500' CK'D BY RSH

SARASOTA DRIVE



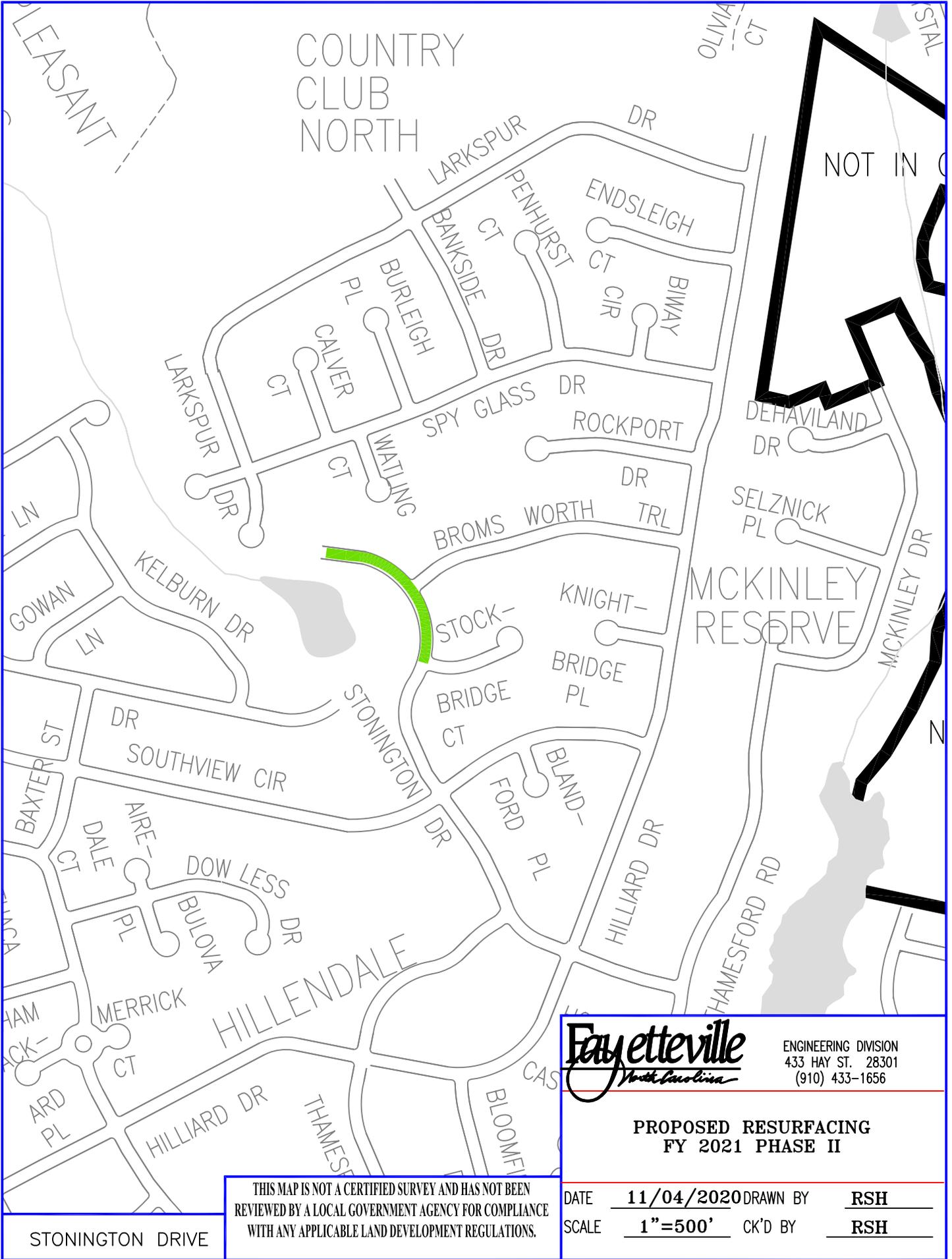
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**PROPOSED  
 MILLING & RESURFACING  
 FY 2021 PHASE II**

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SCALE	<u>1"=500'</u>	CK'D BY	<u>RSH</u>

McFADYEN DRIVE



COUNTRY CLUB NORTH

OLIVIA CT

NOT IN C

MCKINLEY RESERVE

**Fayetteville**  
North Carolina

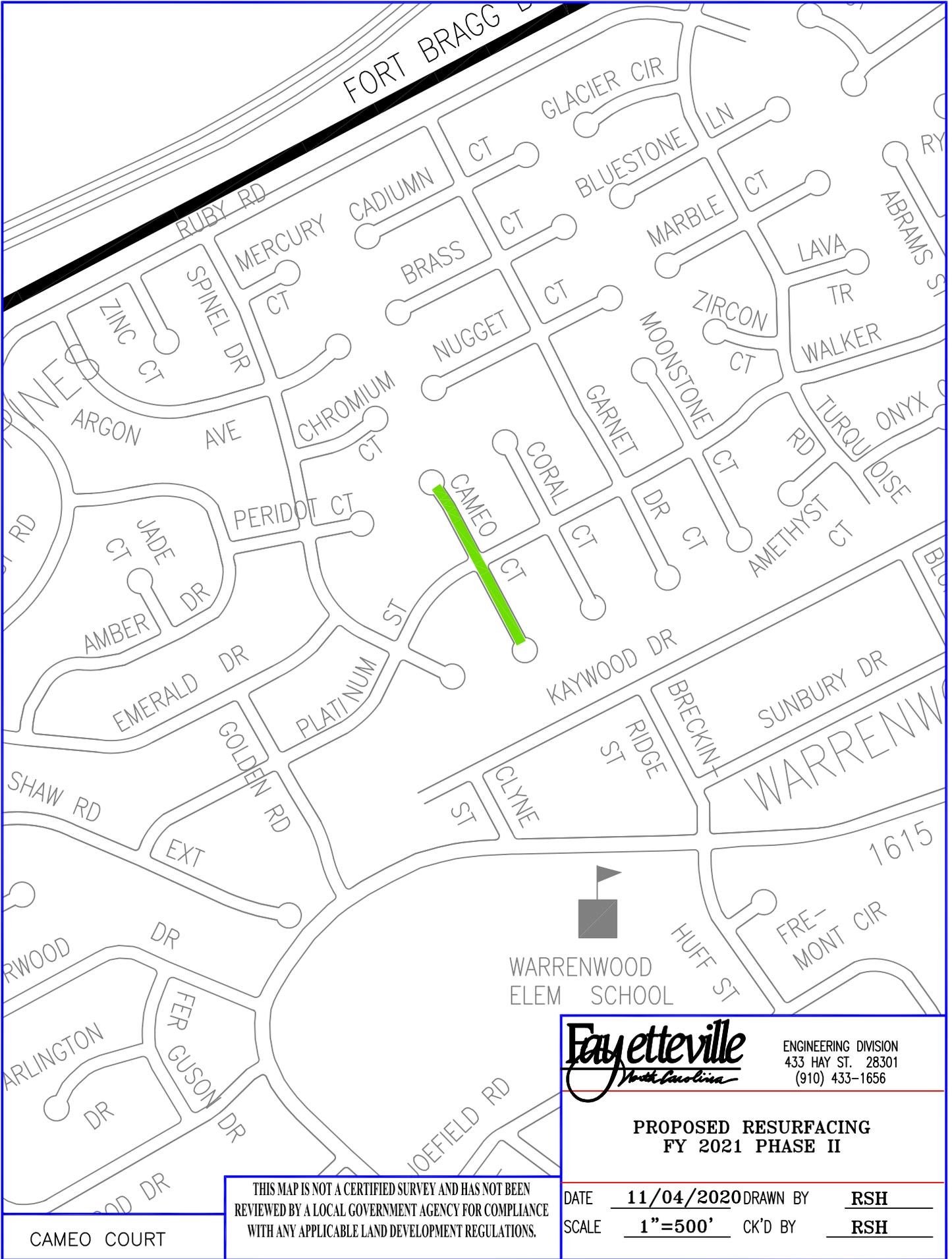
ENGINEERING DIVISION  
433 HAY ST. 28301  
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**PROPOSED RESURFACING  
FY 2021 PHASE II**

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DATE	<u>11/04/2020</u>	DRAWN BY	<u>RSH</u>
SCALE	<u>1"=500'</u>	CK'D BY	<u>RSH</u>

STONINGTON DRIVE



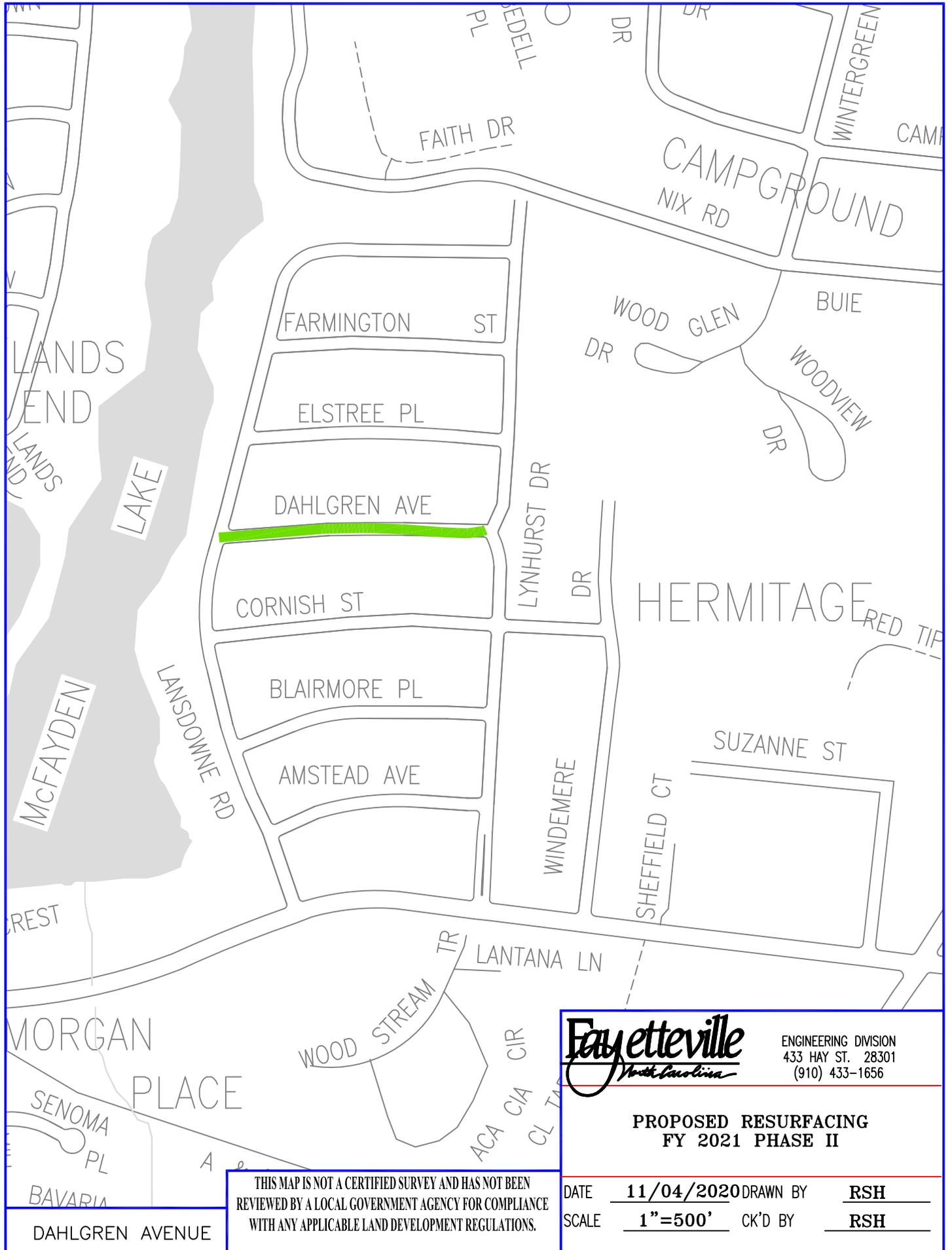
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 (910) 433-1656

**PROPOSED RESURFACING  
 FY 2021 PHASE II**

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CAMEO COURT



LANDS  
END

LAKE

McFAYDEN

LANSDOWNE RD

FARMINGTON ST

ELSTREE PL

DAHLGREN AVE

CORNISH ST

BLAIRMORE PL

AMSTEAD AVE

LYNHURST DR

WINDEMERE

HERMITAGE

SUZANNE ST

SHEFFIELD CT

FAITH DR

CAMPGROUND  
NIX RD

WOOD GLEN DR

BUIE

WOODVIEW DR

LANTANA LN

WOOD STREAM TR

ACA CIA CIR

MORGAN PLACE

SENOMA PL

BAVARIA

DAHLGREN AVENUE

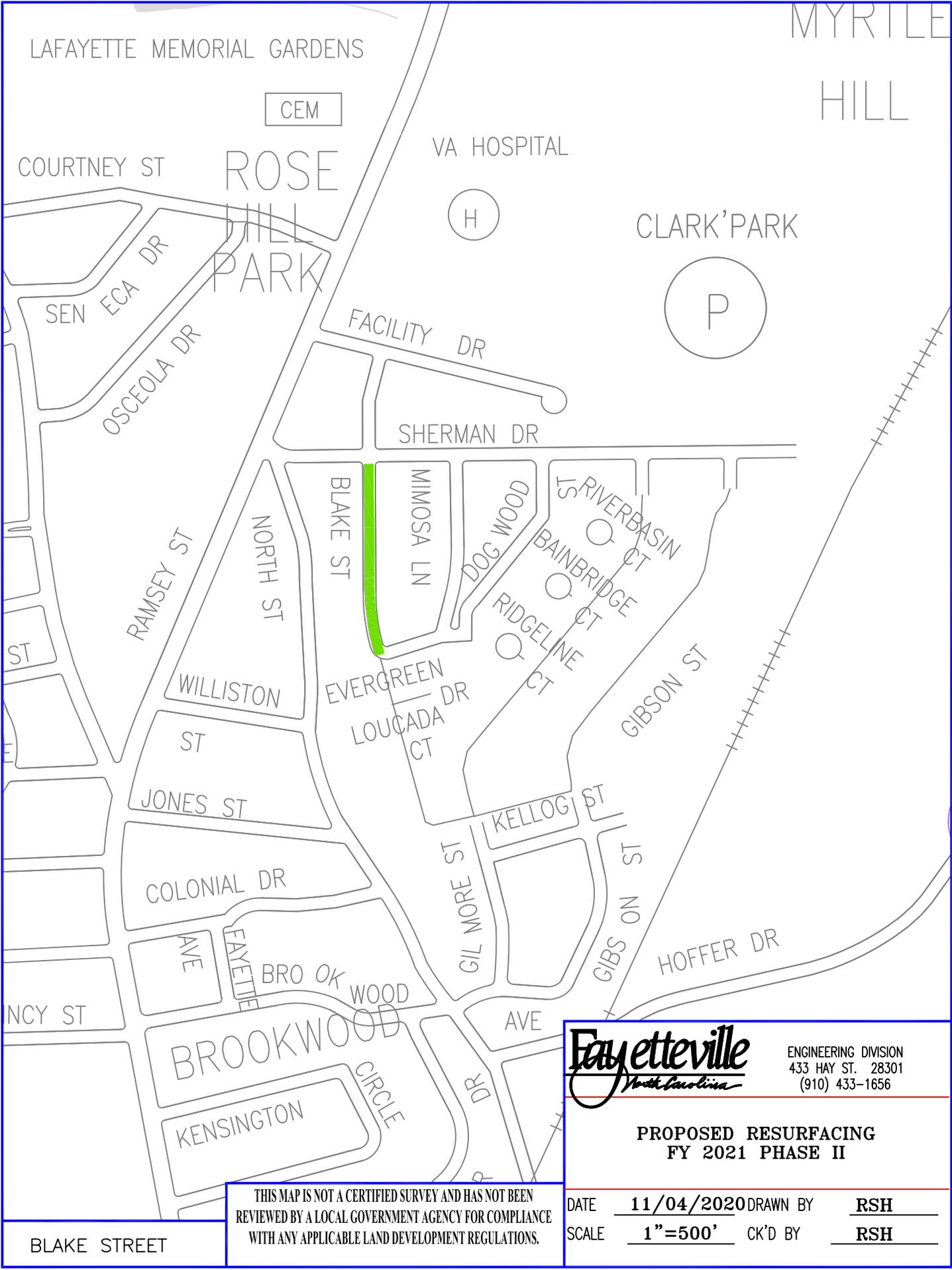
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*North Carolina*

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LAFAYETTE MEMORIAL GARDENS

MYRTLE HILL

CEM

VA HOSPITAL

COURTNEY ST

ROSE HILL PARK

H

CLARK PARK

P

SEN ECA DR

OSCEOLA DR

FACILITY DR

SHERMAN DR

RAMSEY ST

NORTH ST

BLAKE ST

MIMOSA LN

DOG WOOD

ST RIVERBASIN

BAINBRIDGE

GIBSON ST

WILLISTON

EVERGREEN DR

LOUCADA CT

RIDGELINE

ST

JONES ST

KELLOG ST

COLONIAL DR

GIL MORE ST

GIBSON ST

AVE

FAYETTE

BROOK WOOD

AVE

HOFFER DR

NCY ST

BROOKWOOD

CIRCLE

KENSINGTON

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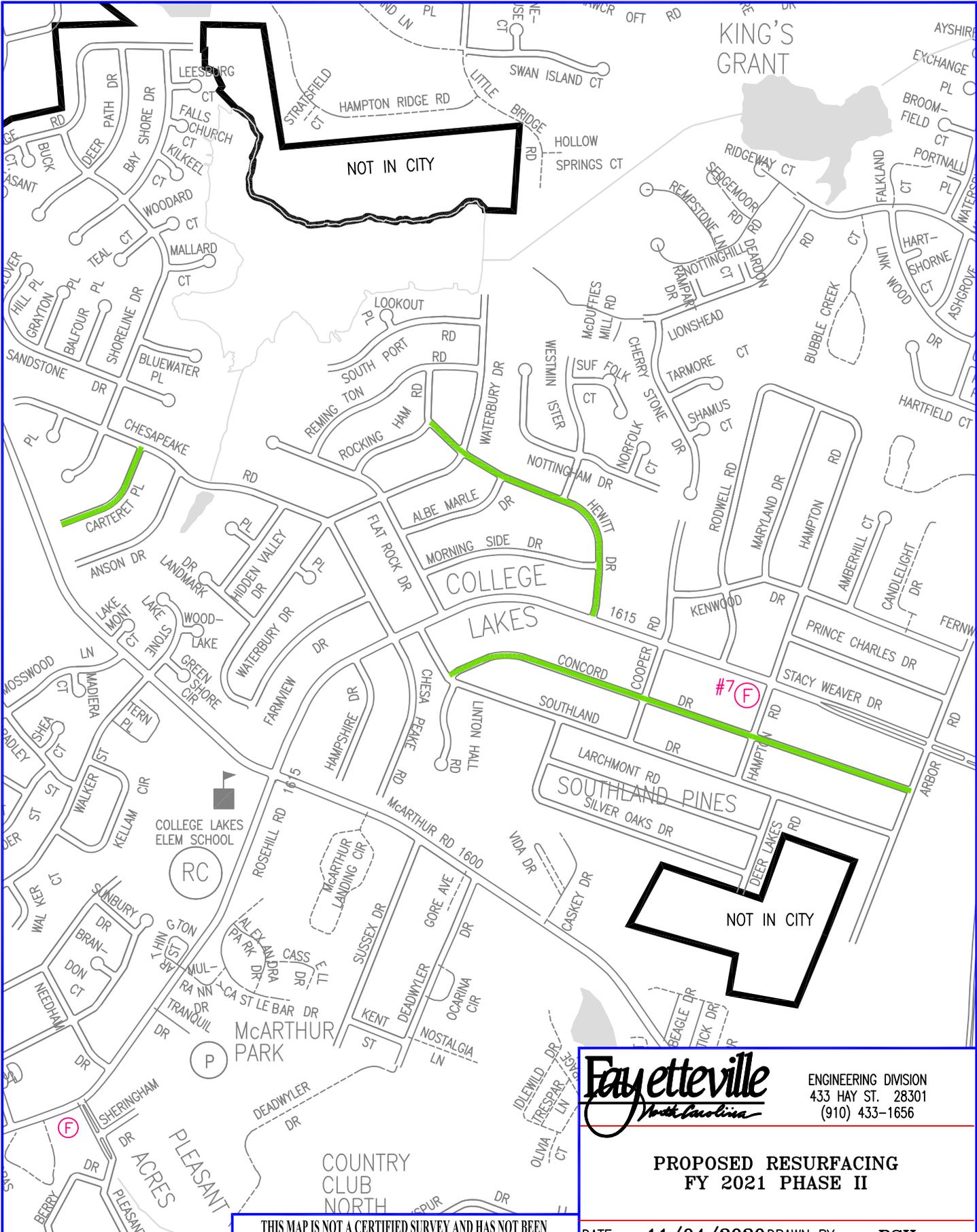
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BLAKE STREET



CONCORD DRIVE  
 CARTERET PLACE  
 HEWITT DRIVE

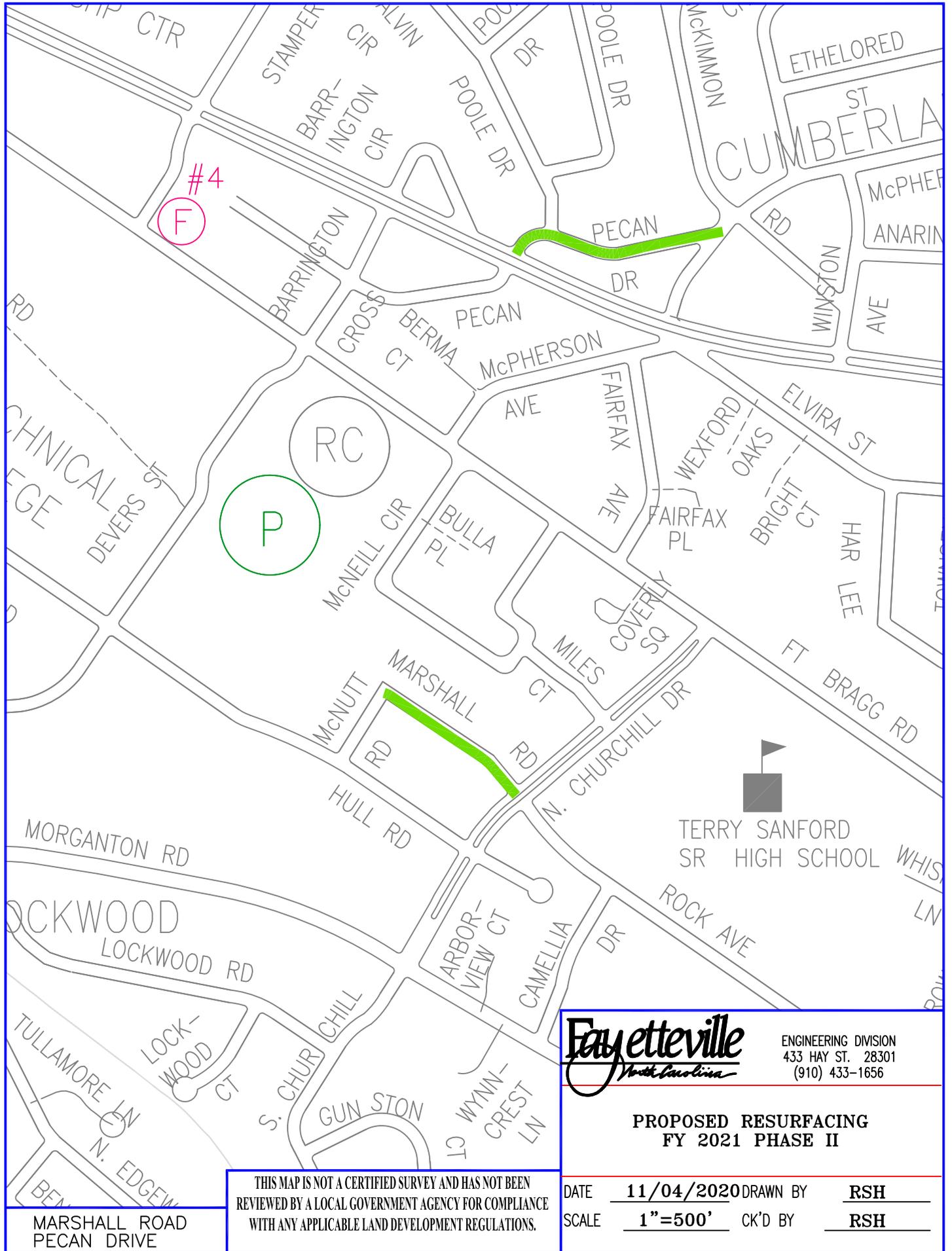
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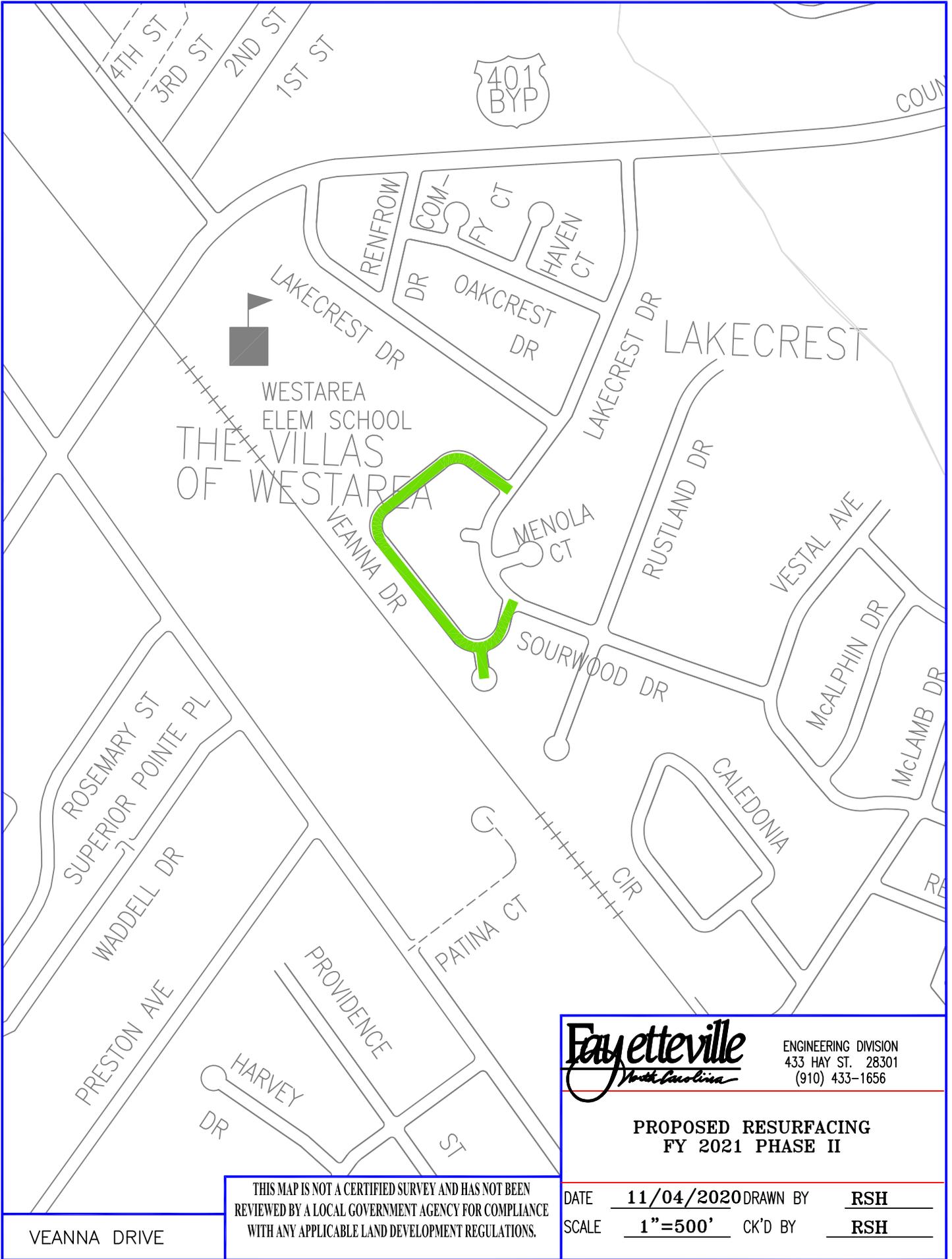
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MARSHALL ROAD  
 PECAN DRIVE



WESTAREA  
ELEM SCHOOL  
THE VILLAS  
OF WESTAREA

**Fayetteville**  
*North Carolina*

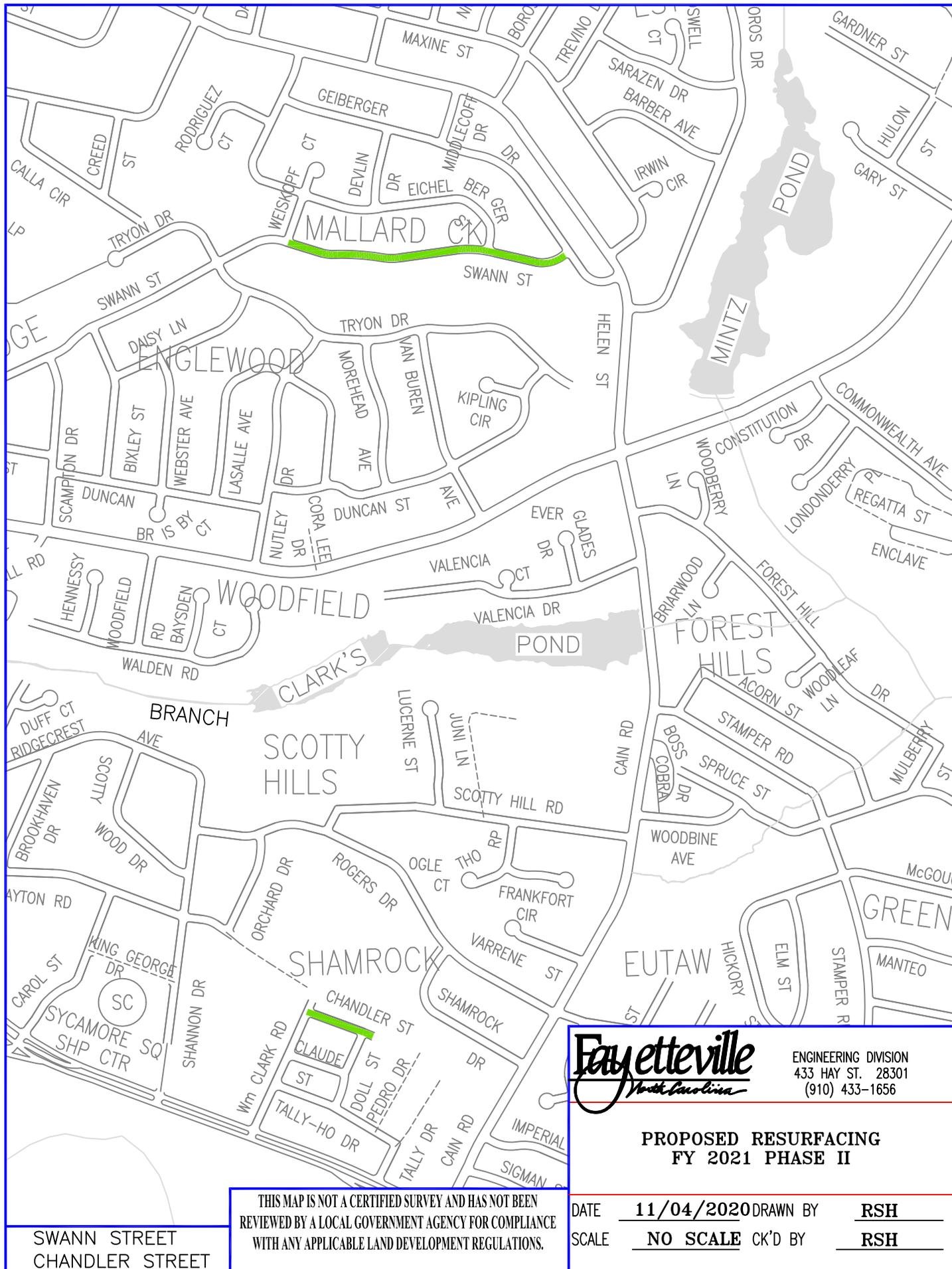
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VEANNA DRIVE



SWANN STREET  
CHANDLER STREET

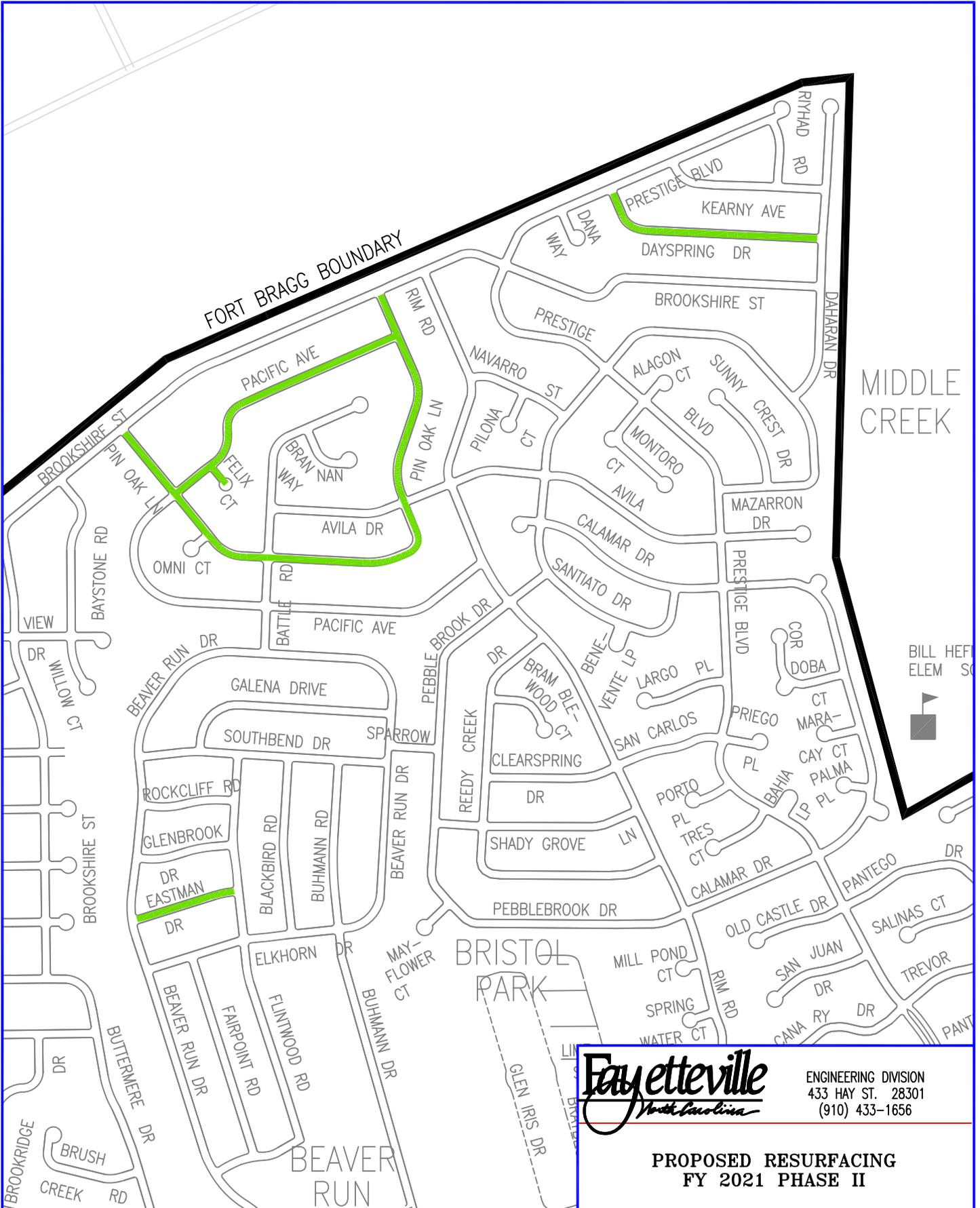
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MIDDLE CREEK

BILL HEFF  
ELEM SC



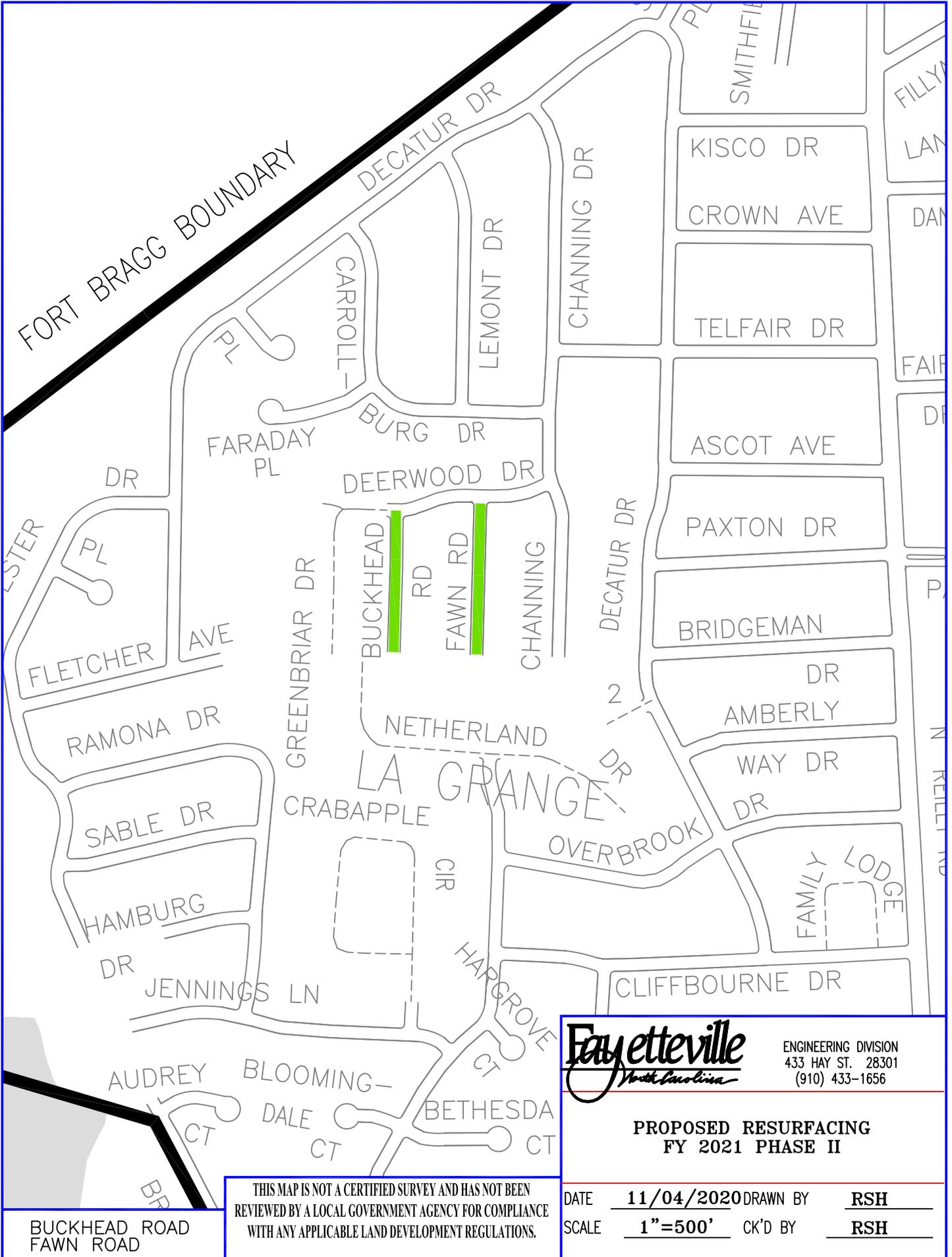
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**PROPOSED RESURFACING  
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PIN OAK LANE  
PACIFIC AVENUE  
DAYSPRING DRIVE  
EASTMAN ROAD  
FELIX COURT

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BUCKHEAD ROAD  
FAWN ROAD

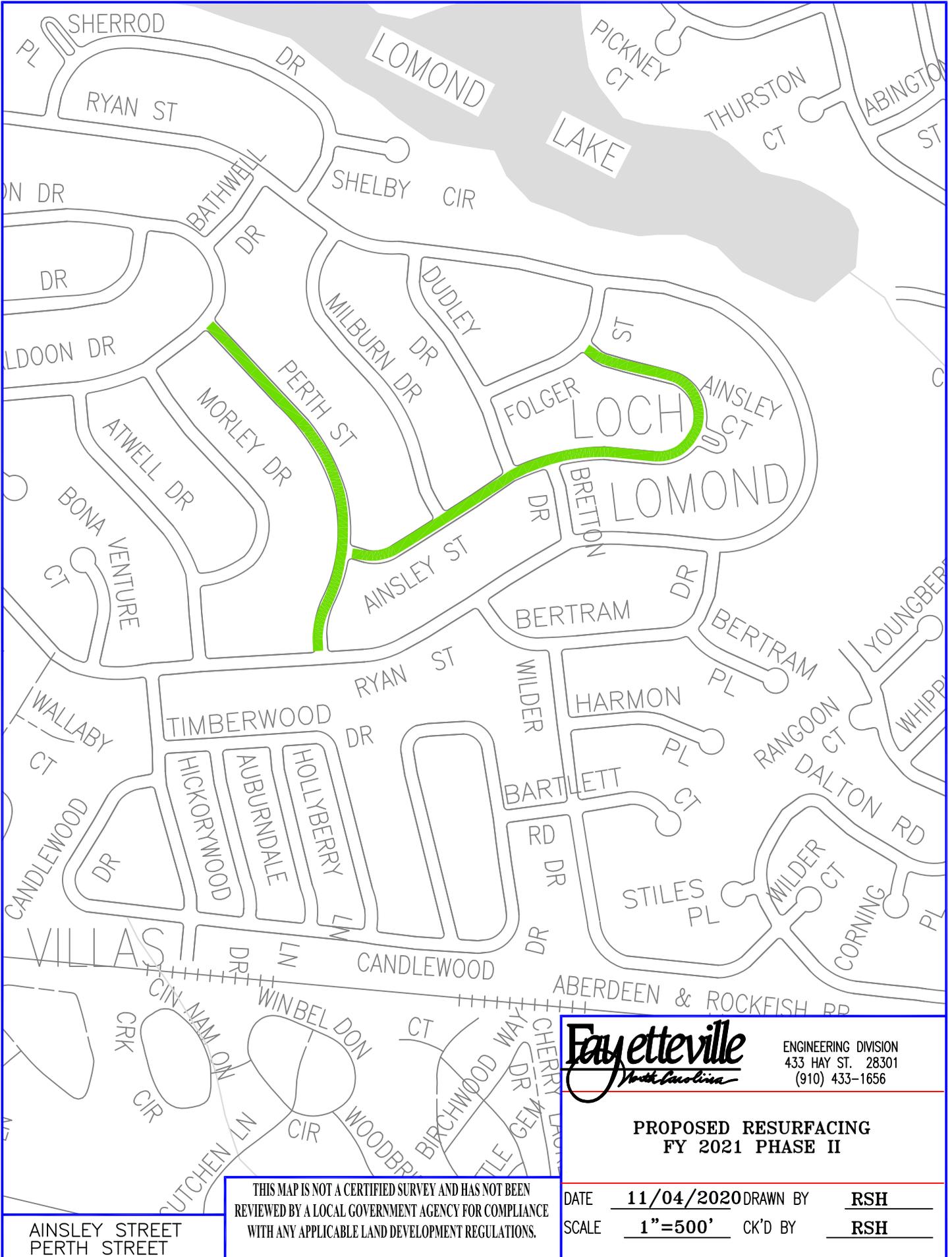
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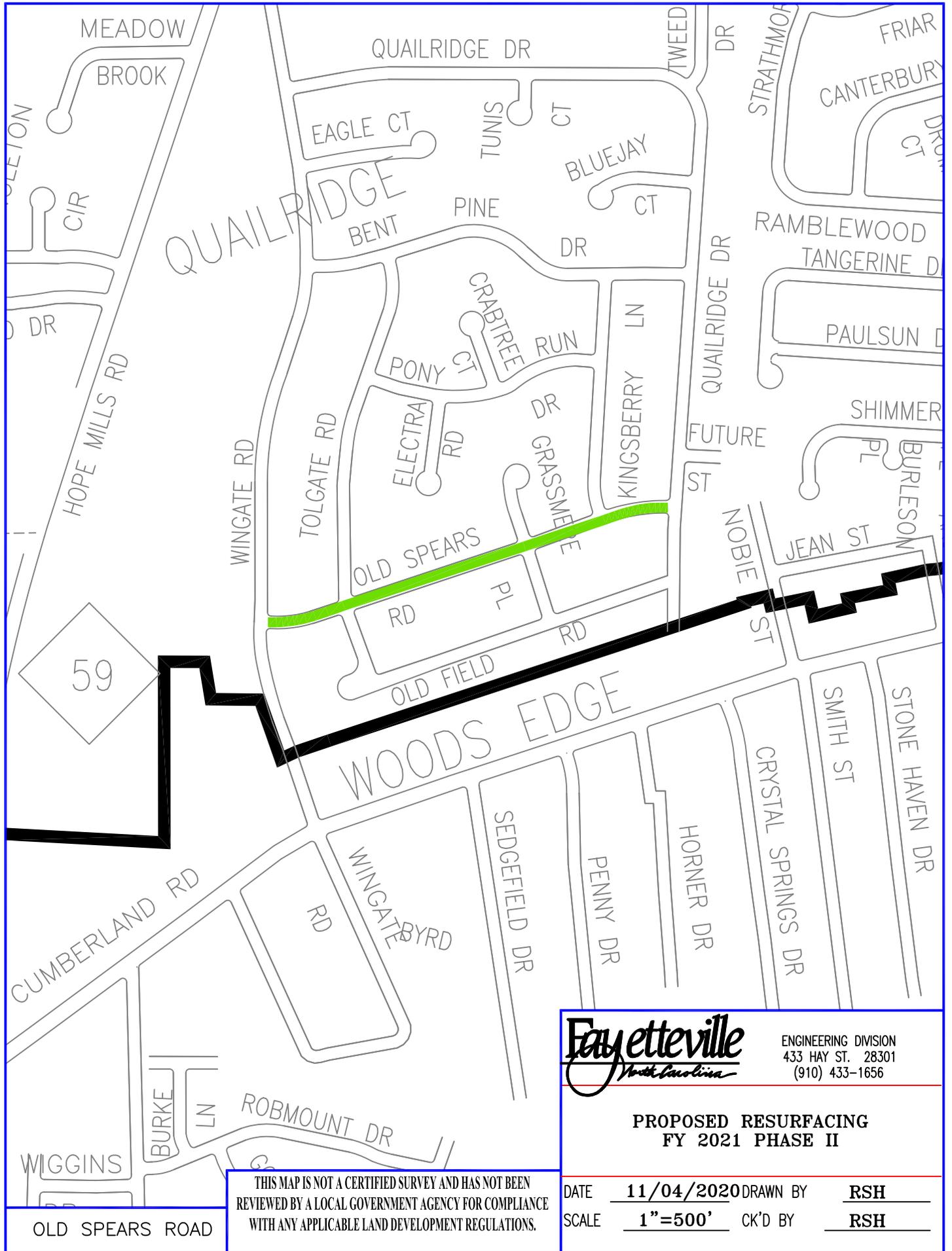
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AINSLEY STREET  
 PERTH STREET



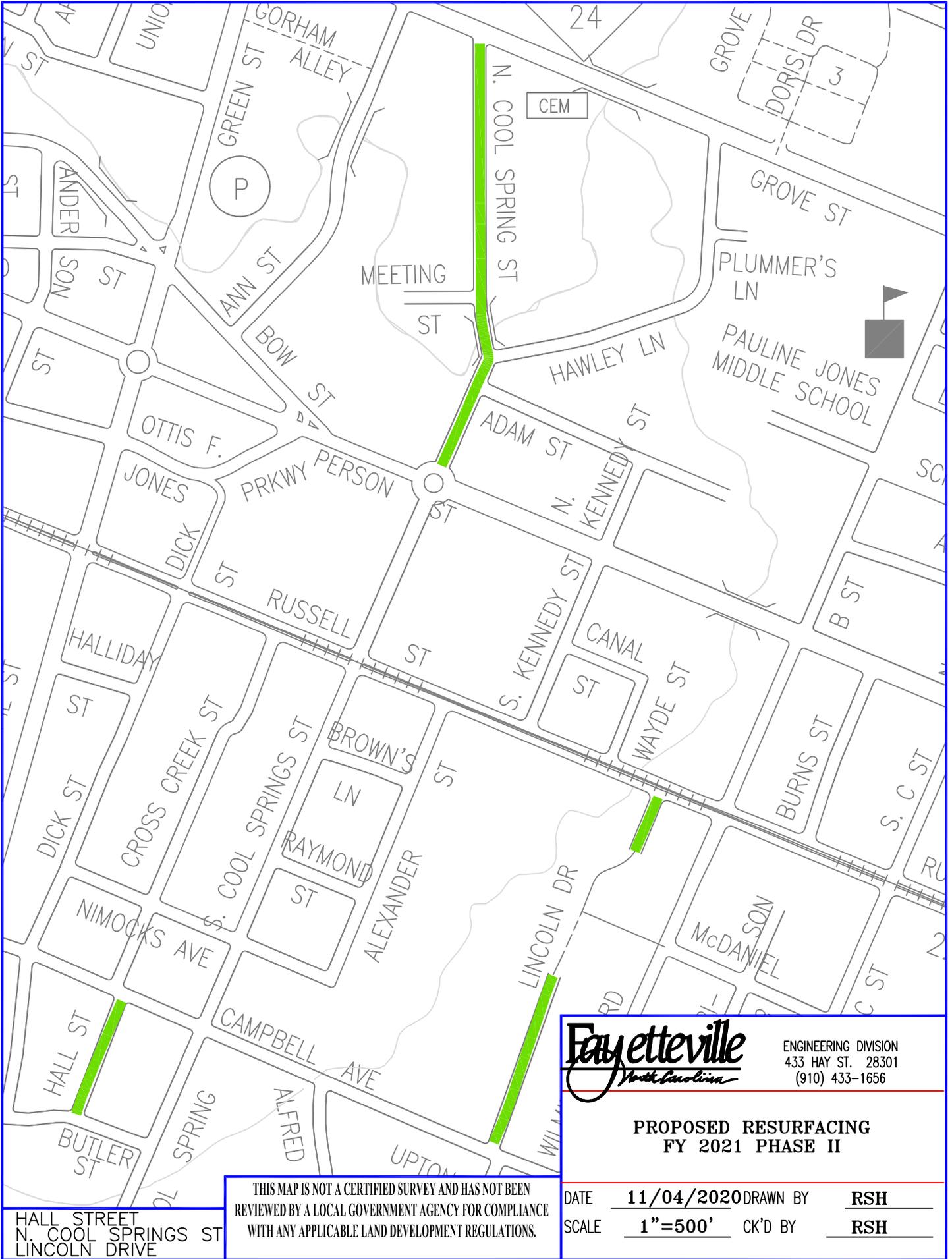
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OLD SPEARS ROAD



HALL STREET  
N. COOL SPRINGS ST  
LINCOLN DRIVE

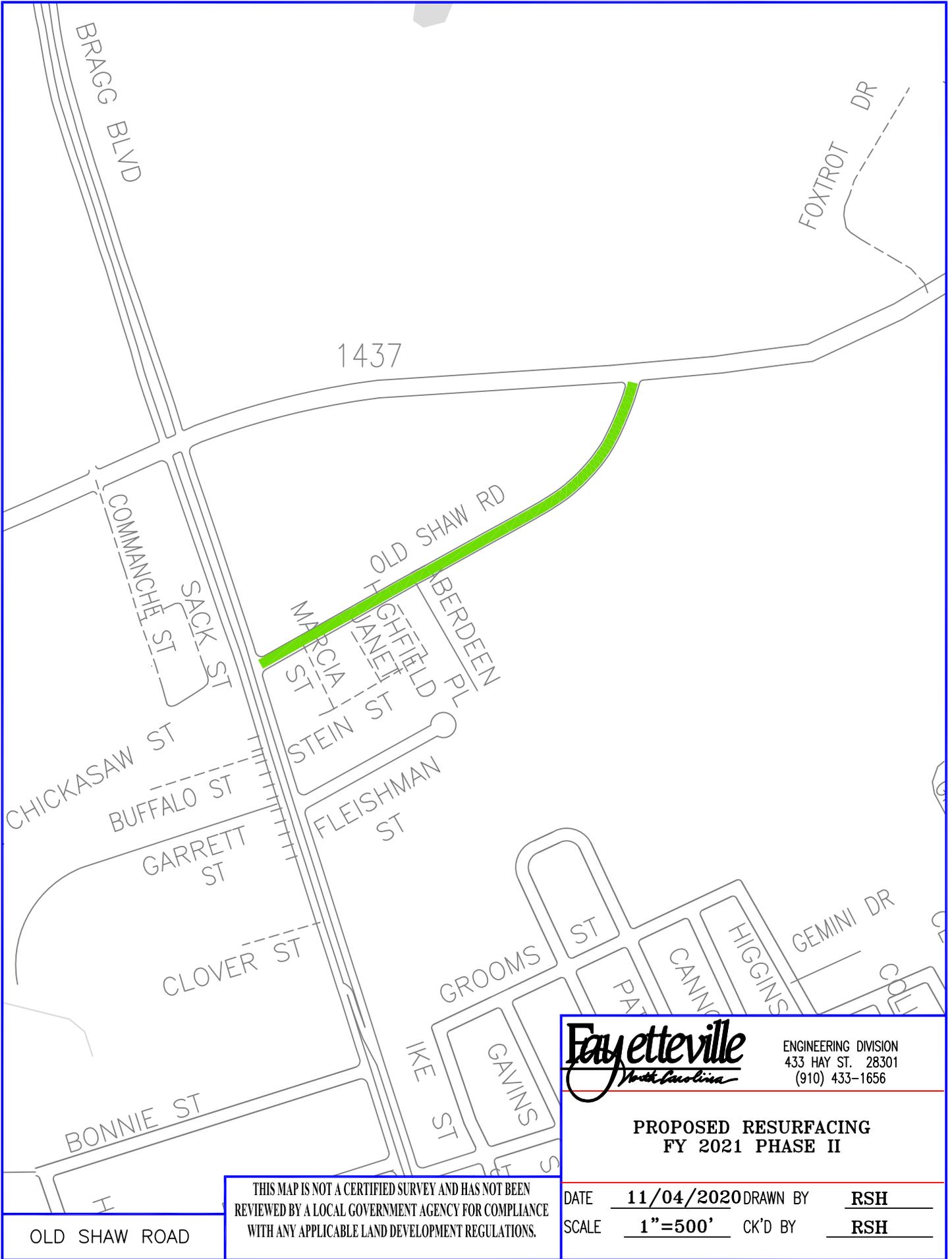
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1437

BRAGG BLVD

FOXTROT DR

OLD SHAW RD

COMMANCHE ST  
SACK ST

MARCIA ST  
JANET ST  
HIGHFIELD PL  
BERDEEN

CHICKASAW ST  
BUFFALO ST

GARRETT ST

STEIN ST  
FLEISHMAN ST

CLOVER ST

GROOMS ST

PAT ST

CANNON ST

HIGGINS ST

GEMINI DR

BONNIE ST

IKE ST

GAVINS ST

**Fayetteville**  
*North Carolina*

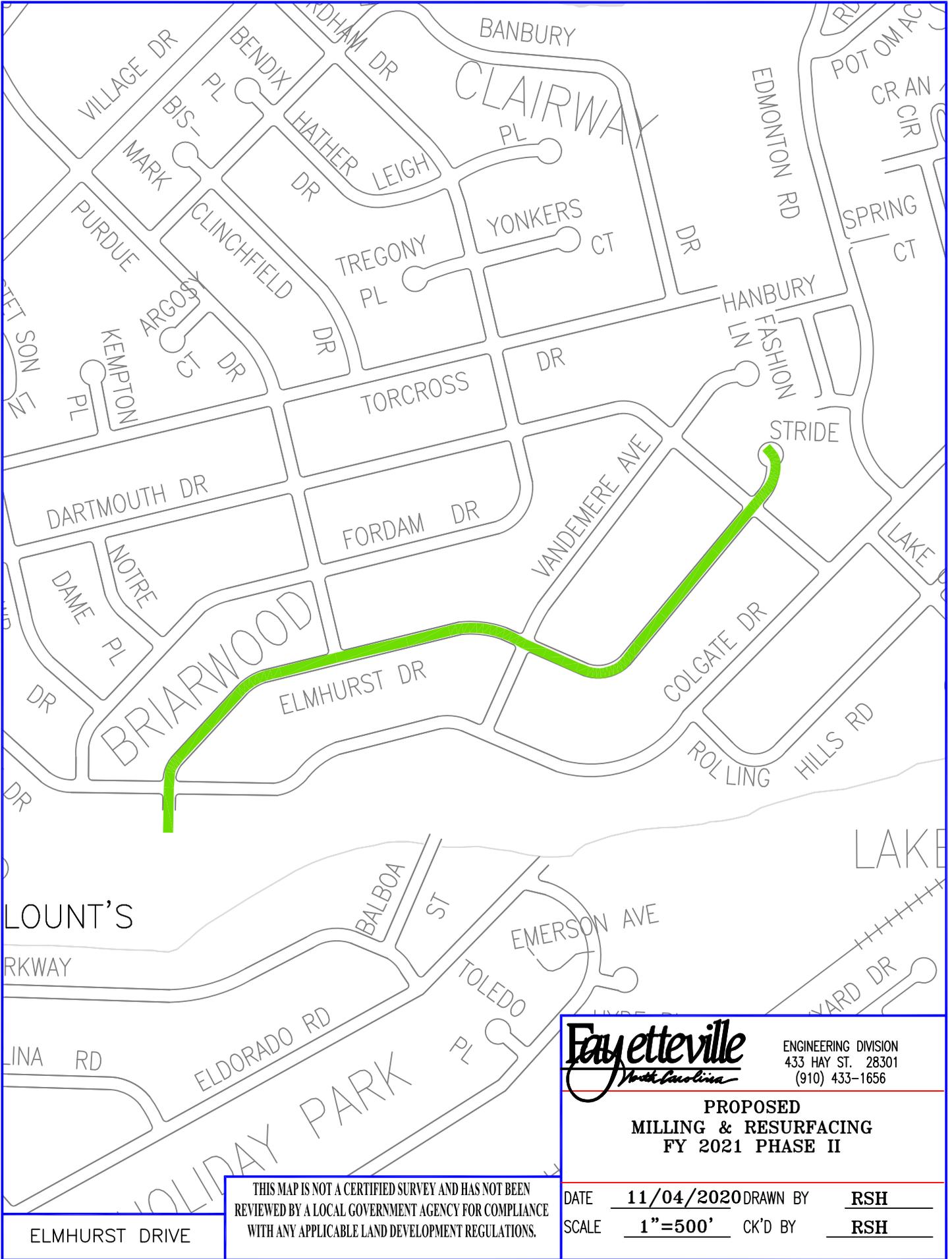
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FY 2021 PHASE II**

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DATE 11/04/2020 DRAWN BY RSH  
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OLD SHAW ROAD



ELMHURST DRIVE

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**PROPOSED  
 MILLING & RESURFACING  
 FY 2021 PHASE II**

DATE	<u>11/04/2020</u>	DRAWN BY	<u>RSH</u>
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# City of Fayetteville

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

## City Council Action Memo

File Number: 20-1696

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**Agenda Date:** 1/11/2021

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Other Items of  
Business

**Agenda Number:** 8.01

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

**THRU:** Doug Hewett, ICMA-CM, City Manager  
Telly Whitfield, Ph.D., Assistant City Manager  
Michael Gibson, Park and Recreation Director

**FROM:** Cliff Isaac, PE, Construction Management Department Director  
Jay Toland, Chief Financial Officer / Interim Assistant City Manager

**DATE:** January 11, 2021

**RE:**  
Senior Center West Project Update

**COUNCIL DISTRICT(S):**

All

### **Relationship To Strategic Plan:**

Goal 4 - The City of Fayetteville will be a highly desirable place to live, work and recreate with thriving neighborhoods and a high quality of life for its citizens.

### **Executive Summary:**

City Council is asked to provide direction regarding an additional allocation of funds for the construction of Senior Center West located adjacent to Lake Rim and Old Raeford Road in Fayetteville, NC. Based upon a completed bid process, an additional project appropriation of \$1,300,338 will be needed to move forward with the construction of the facility as currently designed.

### **Background:**

In 2015, a package of Parks & Recreation bond projects was developed for voter consideration. The package included several new projects as well as renovations to certain existing parks/facilities. Voters approved the package and work has been completed for a number of projects to date.

As originally planned, Senior Center West was to be delivered through a Construction Manager at Risk (CMAR) contract. In a letter to the City on April 23, 2020, the previously selected CMAR provided a cost update for the project which was substantially more than the appropriated funds. The architect, CMAR and City staff took action identifying items that could be value engineered. A more optimal site plan and layout as well as interior elements were considered and modified accordingly. Through careful consideration on September 30, 2020, the City terminated the CMAR's contract for the construction of Senior Center West because the City determined that it is unable and unwilling to move forward on the project.

The City made the decision to traditionally bid the project out to licensed general contractors to seek more favorable pricing. The project was advertised to the general public consistent with North Carolina Law, and a voluntary pre-bid meeting took place on site December 1, 2020. On December 22, 2020, the City opened bids from licensed general contractors for the construction of Senior Center West, and accepted five general contractor's bids. All bids included a 5% bid bond, acknowledgement of the City's SDBE Program and three Addenda, as well as the appropriate signatures required.

The base bids ranged from \$5,950,000 to \$6,420,195, with the average bid being approximately \$6.2M. The low base bid of **\$5,950,000** was submitted by Cooper Tacia General Contracting Company, License #65299. Accepting alternates 1, 4, 5, and 9 together will increase the base bid by **\$21,530**. These alternates add value in creating an artistically pleasing, yet highly functional community based center for the citizens.

Follow are descriptions of the accepted alternates:

- Alternate 1: Operable Partition. Provide deduct alternate to omit (3) operable wall partitions. Contractor to provide structural framing as required for future installation.
- Alternate 4: Dance Studio Ceiling. Provide add alternate for ceiling design in Dance Studio as shown on detail 02/A-102.
- Alternate 5: Exercise Equipment Room Ceiling. Provide add alternate to include open grid (WPS-1) in Exercise Equipment Room. Revise lighting layout as shown on 03/A-102.
- Alternate 9: Cement Board Siding. Provide add alternate of cement board and brick veneer on exterior walls in lieu of metal panels as shown on sheets A101A, A201A, A302A, A408A, A409A, A601A, A602A, and A603A.

In addition, the following preferred alternates are at no cost to the project:

- Preferred Alternate A: Owner-Preferred Door Hardware
- Preferred Alternate B: Owner-Preferred Pool System

The City has separately obtained pricing on kitchen and exercise equipment, and furniture for the center. The total cost for the kitchen equipment, exercise equipment and furniture for the project is **\$281,237**.

The project will have additional items which will be provided by the City, to include: mulch

trail, service yard with ABC/decorative stone, landscaping lighting (no path lighting), sod, irrigation, irrigation meter, irrigation sleeves, bioretention plantings, landscaping, entrance sign, parking lot lighting, road lighting, communication/data equipment, wiring, security system, Special Inspections, material testing, commissioning, dumpster screening, trash cans, dumpster, building permit, survey benchmark, (3) operating partitions and project management through the Construction Management Department. These costs are included in the contingency below.

Contingency is also used to cover unpredictable changes and unknown conditions. For the Senior Center West, it is recommended that a contingency of 10% of the construction cost (base bid plus accepted alternates of \$5,971,530) be used to cover both the unknown and the owner provided items above. The cost of the Owner's Project Contingency is **\$597,200**. The City Manager or his designee will approve all contingency changes/expenditures.

**The cost to finish the project is \$5,950,000 + \$21,530 + \$281,237 + \$597,200 = \$6,849,967.** The current unspent project appropriation balance is \$5,549,629, which results in an additional funding need of **\$1,300,338** with a 10% owner's project contingency. Any contingency not spent by the City would be reported to the City Manager and Council for reallocation.

The cost to finish the project (construction, owner provided equipment and furniture, owner provided items listed above with contingency) is \$6,849,967 which calculates at \$349 per square foot. Changing from the CMAR project delivery method to bidding out the project traditionally will save the City a substantial amount of approximately \$2.0 M.

**Issues/Analysis:**

Delaying approval of additional funds for the construction of Senior Center West will create a delay to the project timeline and result in increased construction costs due to material and labor prices.

At the November 23, 2020 Council meeting, Council adopted Capital Project Ordinances to allocate/align the planned bond proceeds among the full complement of projects, as follows:

Bond Program Implementation	345,000
Brentwood School Park	100,000
Clark Park Improvements	175,000
Mazarick Park Improvements	50,000
Jordan Soccer Complex	1,835,241
Seabrook Park Improvements (complete)	85,538
D. Gilmore Therapeutic Rec	400,000
Massey Hill Recreation Center (complete)	352,940
Kiwanis Splash Pad (complete)	428,087
Massey Hill Splash Pad (complete)	428,125
<b>Western Senior Center</b>	<b>7,000,000</b>
Downtown Skate Park (complete)	981,766
Gilmore Rec Splash Pad (complete)	335,902

Myers Rec Splash Pad (complete)	427,281
Downtown Play Space/Plaza Fountain	380,000
Senior/Wellness Feasibility Study (complete)	55,800
Senior Center East	6,197,900
McArthur Road Sports Field Complex	3,677,663
Tennis Center	6,000,000
Park Improvements East of the River*	1,513,320
<b>Cape Fear River Park</b>	<b>3,681,153</b>
Martin Luther King, Jr. Park Imps.	100,000
Honeycutt Elementary Playground & Splash Pad	450,000
Montclair Elementary Park Playground	300,000
Lake Rim Elementary Splash Pad	455,448
P&R Bond Fund Contingency	131,736
Total.	35,887,900

Note: Per Council action on November 23, 2020, appropriations for the Cape Fear River Park, Park Improvements East of the River, Lake Rim Elementary Splash Pad, and Parks and Recreation Bond Fund Contingency may not be implemented until further direction provided by Council.

**Budget Impact:**

As discussed above, the current capital project appropriation for this project as funded through the Parks & Recreation bond proceeds is \$7.0 million. The additional funds needed total \$1,300,338, bringing the total project budget to \$8,300,338.

**Options:**

1. Staff's initial recommendation to Council for reallocation of bond proceeds to provide the \$1.3 M needed to complete Senior Center West is to reduce the funding allocated for the Cape Fear River Park. The remaining appropriation for the River Park would be reduced to \$2,380,815.
2. Council may choose to reallocate funding from any of the other bond projects that are not currently underway, or may choose to appropriate additional funding sources received through bond premiums or investment income earned on bond funds received to date.

**Recommended Action:**

Staff recommends that Council provide direction to reallocate the needed funds for the construction of Senior Center West from the Cape Fear River Park Project. With consensus direction to do so, staff will prepare Capital Project Ordinance Amendments and actions for award of the construction contract for Council adoption at the January 25, 2021 regular meeting.

**Attachments:**

17-019 Fayetteville Senior Center West Certified Bid tab 2020-12-22.pdf  
 Cost Spreadsheet - 01052021 on Senior Center West Update





For Bids Received: December 22, 2020 2:00 PM

# BID TAB

Job Title: **Senior Center West**  
City of Fayetteville

HH #: 17-019

General Contractors	Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5	Alternate 6	Alternate 7	Alternate 8	Alternate 9	Alternate 10	Preferred Brand Alternate A	Preferred Brand Alternate B	Preferred Brand Alternate C	5% Bid Bond	SDBE	Addenda Received (3)	Signed
Racanelli Construction South, Inc. NC GC License#: 69432	6,305,000.00	(53,000.00)	(180,000.00)	(24,000.00)	46,000.00	43,000.00	(17,500.00)	25,000.00	(10,000.00)	-	(21,000.00)	-	-	87,000.00	yes	yes	yes	yes
Harrod and Associates Constructors, Inc. NC GC License#: 32791	6,220,000.00	(78,000.00)	(80,000.00)	(18,000.00)	44,000.00	38,500.00	(16,800.00)	22,000.00	(9,000.00)	75,000.00	(20,000.00)	-	-	92,000.00	yes	yes	yes	yes
M&E Contracting, Inc. NC GC License#: 32417	6,420,195.00	(51,000.00)	(73,000.00)	(20,000.00)	45,795.00	31,116.00	(24,000.00)	22,377.00	(5,364.00)	91,000.00	(20,000.00)	-	-	100,000.00	yes	yes	yes	yes
Driven Contractors, LLC NC GC License#: 73604	6,350,000.00	(72,000.00)	(100,000.00)	(24,300.00)	53,000.00	32,000.00	(16,800.00)	21,100.00	(7,000.00)	110,000.00	(20,000.00)	-	-	93,171.00	yes	yes	yes	yes
Cooper Tacia General Contracting Company NC GC License#: 65299	5,950,000.00	(65,800.00)	(103,602.00)	(23,100.00)	31,050.00	42,995.00	(29,088.00)	24,275.00	(9,900.00)	31,285.00	(20,000.00)	-	-	86,270.00	yes	yes	yes	yes

- Alternate 1 Omit (3) Operable Wall Partitions
- Alternate 2 Omit Porte Cochere
- Alternate 3 Omit Wood Ceiling and Wall Panel in Lobby
- Alternate 4 Add Alternate for Dance Studio Ceiling
- Alternate 5 Add Alternate for Exercise Equipment Room Ceiling
- Alternate 6 Omit curved ceiling panel in Warm Water Pool
- Alternate 7 Add Alternate for Manual Transfer Switch
- Alternate 8 Omit (3) Resin Panels
- Alternate 9 Add Cement Board Siding and Brick Veneer on Exterior Walls on (3) Sides
- Alternate 10 Omit Transom Windows
- Alternate A Owner-Preferred Door Hardware
- Alternate B Owner-Preferred Pool System
- Alternate C Owner-Preferred BAS Controls

I certify that the above is a true and accurate tabulation of the bids received on December 22, 2020 at 2:00 pm.

Kristen M. Hess, AIA, LEED AP  
Name



Estimate Sr. Center West - Low Bid				
	<b>TOTAL BASE BID</b>	<b>1</b>	<b>\$ 5,950,000.00</b>	<b>\$ 5,950,000.00</b>
ALT 1	Delete Folding Panel Partition.	1	\$ (65,800.00)	\$ (65,800.00)
ALT 2	Deduct alternate to omit Porte cochere	0	\$ (103,602.00)	\$ -
ALT 3	Omit wood ceiling and wall panel	0	\$ (23,100.00)	\$ -
ALT 4	Add Ceiling design in Dance Studio	1	\$ 13,050.00	\$ 13,050.00
ALT 5	Add Open grid (WPS-1) in Exercise Equipment Room	1	\$ 42,995.00	\$ 42,995.00
ALT 6	Omit curved ceiling panel (MC-1) in Warm Water	0	\$ (29,088.00)	\$ -
ALT 7	Add Manual transfer switch.	0	\$ 24,275.00	\$ -
ALT 8	Omit (3) resin panels (RP-1) in Lobby (101)	0	\$ (9,900.00)	\$ -
ALT 9	Add Brick/Panels to 3 sides	1	\$ 31,285.00	\$ 31,285.00
ALT 10	Omit transom windows	0	\$ (20,000.00)	\$ -
	<b>Total Hard Costs (Base bid plus selected alternates of \$21,530.00)</b>			<b>\$ 5,971,530.00</b>
	<b>Owner Provided Equipment and Furniture</b>			
1	Kitchen and exercise equipment, furniture, window treatment	1	\$ 281,237.00	\$ 281,237.00
	<b>Owner Provided</b>			\$ -
2	Landscaping Mulch Trail	1	Included in Contingency below	\$ -
3	Service yard ABC/Decorative stone ...			\$ -
4	Landscape lighting (path lighting not lit), Sod			\$ -
5	Irrigation, Irrigation meter, Irrigation sleeves			\$ -
6	Bioretention plantings, Landscaping, Entrance sign			\$ -
7	Parking lot lighting and street/entry road lighting			\$ -
8	Communication and Data Equipment, Wiring, Security System			\$ -
9	Special Inspections & materials testing (.5%) and Commissioning (.5%) per Architect			\$ -
9	Dumpster screening, trash cans and dumpster allowance			\$ -
10	Building permit allowance			\$ -
11	Survey Benchmark and control			\$ -
12	Construction Staff			\$ -
A1	3 Operating Partitions			\$ -
C	10% Owners Project Contingency (includes Owner Provided list above)	1	\$ 597,200.00	\$ 597,200.00
			10.0%	
	<b>Total Costs to Finish</b>			<b>\$ 6,849,967.00</b>
	Amount unspent			\$ 5,549,629.00
	<b>Amount Needed</b>			<b>\$ 1,300,338.00</b>

**Clarifications:**

It is assumed that all erosion control and site work completed to date has been tested and completed in accordance with plans and Specifications. Any undercut directed by Owner testing agency at additional cost. Construction testing is paid by the owner.

**The following is by the owner:**

- 1 Kitchen and exercise equipment (excluding hood which is in the HVAC BP), furniture, window treatments
- 2 Service yard ABC/Decorative stone ...
- 3 Landscape lighting (path lighting not lit), Sod
- 4 Irrigation, Irrigation meter, Irrigation sleeves
- 5 Bioretention plantings, Landscaping, Entrance sign
- 6 Parking lot lighting and street/entry road lighting
- 7 Communication and Data Equipment, Wiring, Security System
- 8 Special Inspections & materials testing (.5%) and Commissioning (.5%) per Architect
- 9 Dumpster screening, trash cans and dumpster allowance
- 10 Building permit allowance
- 11 Survey Benchmark and control
- 12 Construction Staff
- A1 3 Operating Partitions
- C Contingency

# City of Fayetteville

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

## City Council Action Memo

File Number: 20-1694

**Agenda Date:** 1/11/2021

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Administrative  
Reports

**Agenda Number:** 9.01

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

**THRU:** Douglas J. Hewett, ICMA-CM, City Manager

**FROM:** Lee Jernigan, PE, City Traffic Engineer  
Sheila Thomas-Ambat, PE, CCM, CFM, Director of Public Services  
Tracey Broyles, Budget and Evaluation Director

**DATE:** January 11, 2021

**RE:**

**Downtown Parking Update, Including Recommendation to Begin Paid On-Street  
Parking on July 1, 2021**

**COUNCIL DISTRICT(S):**

2

**Relationship To Strategic Plan:**

Goal II: Diverse and Viable Economy

**Executive Summary:**

Staff is providing an update on the status of downtown parking including the transition to paid on-street parking. Staff recommends that paid on-street parking begin July 1, 2021, as compared to prior City Council approval to begin on April 1, 2020, due to downtown business impacts from the COVID-19 pandemic.

Unless otherwise directed by Council, staff will implement paid on-street parking effective July 1, 2021, from 9:00 am to 9:00 pm from Monday through Friday at \$1.00 per hour (\$0.50 per 30 minutes in first hour), consistent with the fee schedule adopted by Council.

Off-street parking rates will remain the same at \$1.00 per hour with a \$5.00 daily maximum during the same enforcement times. The Franklin Street Parking deck will have the same rates and times, except that the first hour is free.

During the initial 2 weeks of the transition, only warning citations will be issued with the focus on education and compliance. Staff will work with Corporate Communications and the Cool Spring Downtown District to complete a public outreach campaign with downtown stakeholders prior to the transition to paid on-street parking.

**Background:**

A comprehensive downtown parking study was completed by Walker Consultants and presented to City Council for their consensus at the February 4, 2019 work session. As a result of the study, a Request For Information (RFI) was issued in March 2019. Based on the information from the RFI and the recommendations of the Walker Study, a Request For Proposals (RFP) was scoped and released in May 2019 for the Operation and Management of the Downtown Parking Program.

At the September 3, 2019 work session, City Council was provided an update on the selection process, including a recommendation for Republic/Lanier Parking to operate and manage the downtown parking program. Council subsequently provided direction at the September 23, 2019 regular meeting to move forward with negotiations of a five year term contract with Republic/Lanier Parking.

On November 25, 2019, Council approved a consent item that revised the Code of Ordinances, adopted Fee Schedule revisions, authorized the City Manager to execute the five-year term contract with Republic/Lanier Parking, and approved a resolution authorizing the City Manager to implement parking changes. These changes began on January 1, 2020. Paid on-street parking was scheduled to begin April 1, 2020, but was delayed in March 2020 due to the impacts created by COVID-19. No changes have been implemented to the downtown parking operation, to date, based on this delay.

**Issues/Analysis:**

Staff has completed a Budget Impact Analysis for the Parking Fund for which a summary spreadsheet is attached.

- Delayed implementation of paid on-street parking from January 1, 2021 to July 1, 2021 results in a projected revenue loss of \$157,776, but that is offset by associated expenditure reductions of \$136,000 from reduced contract service expenditures for Republic Parking.
- Ongoing impacts of the COVID-19 pandemic on downtown parking operations were also reviewed, under the assumption that current conditions remain as is through the end of the fiscal year. The impacts assume losses of revenues for all special events and baseball games through the end of the year, and reduced revenues from parking fees, violations and penalties. The revenue losses are projected to total \$175,217, offset by contract service expenditure reductions of \$24,000.
- Additional changes include an estimated loss of \$15,000 due to delayed opening of the Hay Street Deck, and the availability of \$56,622 of parking equipment financing proceeds received in the prior fiscal year that can fund equipment purchases budgeted in the current fiscal year.

**Budget Impact:**

There is a total negative budget impact of \$131,371 resulting from the revenue and expenditure changes noted above. The adopted budget currently includes a transfer from the General Fund of \$582,600, which would now be projected to increase to \$713,971 for the current fiscal year. These projections will be further refined during the budget development process and budget amendments, as necessary, will be brought for adoption by City Council.

**Options:**

- Accept staff's recommendation to begin paid on-street parking on July 1, 2021
- Reject staff's recommendation to begin paid on-street parking on July 1, 2021 and provide further direction

**Recommended Action:**

Staff recommends Council accept the recommendation to begin paid on-street parking on July 1, 2021.

**Attachments:**

- Parking Fund Budget Impact Analysis

### Parking Fund FY2021 Budget Impact Analysis

Item	\$	Description
<b>Defer Paid On-Street Parking to July 1, 2021</b>		
Loss of On-Street Parking Revenues	(157,776)	Impact delaying paid on-street parking to 07/01/2021
Contract Services Expenditure Reduction	136,000	Republic Parking contract savings due to delayed on-street parking to 07/01/2021
<b>Net Budget Impact</b>	<b>(21,776)</b>	
<b>Ongoing Covid-19 Impacts</b>		
Loss of Special Event Parking Revenues	(17,463)	Assumes cancellation of special events through June 30, 2021
Loss of Baseball Parking Revenues	(54,971)	Assumes cancellation of baseball games through June 30, 2021
Loss of Parking Revenues from Violations/Penalties	(102,783)	Residents using curbside pickup, fewer downtown visitors, and shorter stays
Contract Services Expenditure Reduction	24,000	Republic Parking contract savings due to possible postponed/canceled special events/games
<b>Net Budget Impact</b>	<b>(151,217)</b>	
<b>Other Items</b>		
Loss of Hay Street Parking Deck Revenues	(15,000)	Due to delayed opening of deck and installation of parking equipment
Fund Balance Available for Equipment Purchase	56,622	Resulting from financing proceeds unspent in prior fiscal year
<b>Total Expected Budget Impact for FY2021</b>	<b>(131,371)</b>	Requires an increase in General Fund support from \$582,600 to \$713,971